

Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Firefighters Park Sprague Drain Habitat Improvement and Budget Amendment
(Introduced by: Kurt Bovensiepe, Public Works Director)

Resolution #2025-06-086

Moved by Baker

Seconded by Chamberlain-Creanga

RESOLVED, That Troy City Council hereby **AWARDS** a contract for the Firefighters Park Sprague Drain Habitat Improvement to low bidder meeting specifications, **V.I.L. Construction, Inc** of Sterling Height, MI at unit prices contained in the bid tabulation with the Value Engineered quantities, opened June 12, 2024, for an estimated total cost of **\$1,376,525.00**; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract for Construction Administration, Layout/Staking, Materials Testing, Observation, and Close Out Services to **Hubbell, Roth, and Clark, Inc (HRC)** at unit prices contained in the attached proposal for an estimated total cost of **\$163,846.00**; not to exceed budgetary limitations; a copy of the proposal shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a project contingency amount of \$101,223.00; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a Budget Amendment to the Drains Capital Fund for \$1,003,839.00

BE IT FINALLY RESOLVED, That the award is **CONTINGENT** upon the submission of properly executed bid and proposal documents, including bonds, insurance certificates and all other specified requirements.

Yes: Hodorek, Baker, Brooks, Chamberlain-Creanga, Chanda, Hamilton

No: None

Absent: Gunn

MOTION CARRIED

PURCHASE ORDER

No. 2025-00001567
DATE: 06/27/2025
PAGE: 1 of 1
FOB DESTINATION

Ship To

CITY OF TROY
Building Operations
1800 W SQUARE LAKE
TROY, MI 48098

Bill To

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


VENDOR NO. 178486

Vendor

V.I.L. CONSTRUCTION, INC
6670 SIMS DRIVE
STERLING HEIGHTS, MI 48313

EXPIRATION DATE
06/30/2026
COUNCIL RESOLUTION
2025-06-086

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	Land Improvements - Firefighters Park Sprague Drain Habitat Improvement	1,376,525.0000	\$1,376,525.00
				

Entered By: Emily Frontera

\$1,376,525.00

Special Instructions:

CITY COUNCIL AWARD DATE: 6/9/2025. Contract for Firefighters Park Sprague Drain Habitat Improvement in accordance with the specifications and completion date of ITB-COT 24-11. CERTIFICATE OF INSURANCE, ENDORSEMENTS and BONDS shall be on file through contract completion.

TERMS & CONDITIONS

- Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
- 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.
- 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.
- 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.



PURCHASE ORDER

Ship To

CITY OF TROY
Building Operations
1800 W SQUARE LAKE
TROY, MI 48098

Bill To

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

No. 2025-00001568
DATE: 06/27/2025
PAGE: 1 of 1
FOB DESTINATION


VENDOR NO. 100412

Vendor

HUBBELL ROTH & CLARK INC
55 HULET DRIVE, PO BOX 824
BLOOMFIELD HILLS, MI 48303-0824

EXPIRATION DATE
06/30/2026
COUNCIL RESOLUTION
2025-06-086

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	Land Improvements - FF Park Sprague Drain Habitat Improvement Construction Services	163,846.0000	\$163,846.00
				

Entered By: Emily Frontera

\$163,846.00

Special Instructions:

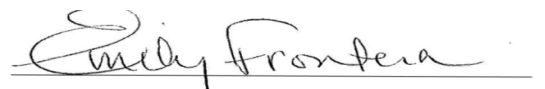
CITY COUNCIL AWARD DATE: 6/9/2025. Contract for Construction Administration, Layout/Staking, Materials Testing, Observation, and Close Out Services for Firefighters Park Sprague Drain Habitat Improvement project in accordance with submitted proposal 20220482 dated Jan 16, 2025. CERTIFICATE OF INSURANCE and ENDORSEMENTS shall be on file through project completion.

TERMS & CONDITIONS

- Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
- 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.
- 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.
- Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

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

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



Opening Date: 06/12/2024
Reviewed Date: 06/12/2024

BID TABULATION
CITY OF TROY
FIREFIGHTERS PARK SPRAGUE DRAIN HABITAT IMPROVEMENT

Vendor Name:	V.I.L. Construction, Inc	All Star Power Excavation LLC	Anglin Civil, LLC	Major Contracting Group Inc
City:	Sterling Heights, MI	Grosse Pointe Woods, MI	Livonia, MI	Detroit, MI
Check #:	2017790262	3911000667	9156336736	9181129571
Check Amount:	\$10,000	\$10,000	\$10,000	\$10,000

PROPOSAL: TO COMPLETE THE CITY OF TROY FIREFIGHTERS PARK SPRAGUE DRAIN HABITAT IMPROVEMENT

Line	Pay Item	Product Name	Bid Quantity	Value Engineered Quantity	Units	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	1027051	Color Audio-Video Route Survey	1	0	Lsum	\$2,500.00	\$0.00	\$3,000.00	\$0.00	\$10,566.25	\$0.00	\$3,500.00	\$0.00
2	1100051	Mobilization (Max 5%)	1	1	Lsum	\$102,500.00	\$102,500.00	\$128,000.00	\$128,000.00	\$137,000.00	\$137,000.00	\$174,000.00	\$174,000.00
3	2020050	Tree, Rem, 6 inch to 18 inch (As Needed)	2	0	Ea	\$400.00	\$0.00	\$400.00	\$0.00	\$537.56	\$0.00	\$700.00	\$0.00
4	2027050	Tree, Rem, 6 inch to 18 inch, Modified	58	58	Ea	\$400.00	\$23,200.00	\$150.00	\$8,700.00	\$537.56	\$31,178.48	\$800.00	\$46,400.00
5	2020050	Tree, Rem, 19 inch to 36 inch (As Needed)	2	0	Ea	\$750.00	\$0.00	\$2,800.00	\$0.00	\$895.94	\$0.00	\$4,000.00	\$0.00
6	2027050	Tree, Rem, 19 inch to 36 inch, Modified	14	14	Ea	\$750.00	\$10,500.00	\$180.00	\$2,520.00	\$895.94	\$12,543.16	\$5,600.00	\$78,400.00
7	2020050	Tree, Rem, 37 inch or Larger (As Needed)	2	0	Ea	\$1,200.00	\$0.00	\$4,000.00	\$0.00	\$2,687.82	\$0.00	\$6,000.00	\$0.00
8	2027050	Tree, Rem, 37 inch or Larger, Modified	1	1	Ea	\$1,200.00	\$1,200.00	\$300.00	\$300.00	\$2,687.82	\$2,687.82	\$8,000.00	\$8,000.00
9	2037050	Culv, Rem, 24 inch to 48 inch (As Needed)	2	2	Ea	\$150.00	\$300.00	\$800.00	\$1,600.00	\$2,252.50	\$4,505.00	\$2,500.00	\$5,000.00
10	2037001	Sewer, Rem, Less than 24 inch (As Needed)	8	0	Ft	\$20.00	\$0.00	\$50.00	\$0.00	\$360.79	\$0.00	\$200.00	\$0.00
11	2037050	Sewer, End, Rem, Less than 24 inch (As Needed)	1	1	Ea	\$100.00	\$100.00	\$500.00	\$500.00	\$2,311.00	\$2,311.00	\$450.00	\$450.00
12	2047051	Disc Golf Amenities, Remove and Reinstall	1	1	Lsum	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$15,160.67	\$15,160.67	\$61,000.00	\$61,000.00
13	2040060	Structures, Rem	1	0	Lsum	\$25,000.00	\$0.00	\$85,000.00	\$0.00	\$54,154.48	\$0.00	\$100,000.00	\$0.00
14	2057002	Earthwork (Incl. cutting, filling, grading, balancing, hauling, compacting, and disposal), Ex Drain	9.7	9.70	Sta	\$17,500.00	\$169,750.00	\$9,000.00	\$87,300.00	\$25,714.08	\$249,426.58	\$12,500.00	\$121,250.00
15	2057002	Excavation (Incl. cutting, filling, grading, balancing, hauling, compacting, and disposal), Pr Drain	11.33	11.33	Sta	\$23,500.00	\$266,255.00	\$30,000.00	\$339,900.00	\$40,976.00	\$464,258.08	\$28,000.00	\$317,240.00
16	2057012	Earthwork (Incl. cutting, filling, grading, balancing, hauling, and disposal), Wetland Habitat	1.38	1.38	Ac	\$150,000.00	\$207,000.00	\$130,000.00	\$179,400.00	\$73,229.67	\$101,056.94	\$180,000.00	\$248,400.00
17	2057002	Backfill, Ex Drain	7.83	7.83	Sta	\$2,500.00	\$19,575.00	\$1,000.00	\$7,830.00	\$2,097.77	\$16,425.54	\$12,000.00	\$93,960.00
18	2057021	Embankment, Clay Plug	135	135	Cyd	\$30.00	\$4,050.00	\$50.00	\$6,750.00	\$154.82	\$20,900.70	\$480.00	\$64,800.00
19	2060010	Excavation, Fdn	130	0	Cyd	\$50.00	\$0.00	\$100.00	\$0.00	\$283.50	\$0.00	\$100.00	\$0.00
20	2060002	Backfill, Structure, CIP	175	0	Cyd	\$50.00	\$0.00	\$116.00	\$0.00	\$88.80	\$0.00	\$150.00	\$0.00
21	2087050	Erosion Control, Sediment Trap with Check Dam	1	1	Ea	\$1,250.00	\$1,250.00	\$500.00	\$500.00	\$15,781.12	\$15,781.12	\$2,000.00	\$2,000.00
22	2080001	Erosion Control, Silt Fence	600	600	Ft	\$3.00	\$1,800.00	\$3.00	\$1,800.00	\$3.52	\$2,112.00	\$10.00	\$6,000.00
23	2080050	Erosion Control, Inlet Protection, Fabric Drop	6	6	Ea	\$150.00	\$900.00	\$150.00	\$900.00	\$174.15	\$1,044.90	\$400.00	\$2,400.00
24	2080050	Erosion Control, Gravel Access Approach	2	2	Ea	\$1,500.00	\$3,000.00	\$9,500.00	\$19,000.00	\$3,967.64	\$7,935.28	\$7,500.00	\$15,000.00
25	3020011	Aggregate Base, 9 inch	140	0	Syd	\$40.00	\$0.00	\$40.00	\$0.00	\$50.39	\$0.00	\$52.00	\$0.00
26	4010001	Culv, CI A, CMP, 24 inch	10	10	Ft	\$150.00	\$1,500.00	\$85.00	\$850.00	\$330.79	\$3,307.90	\$500.00	\$5,000.00
27	4010001	Culv, CI A, CMP, 30 inch	20	20	Ft	\$225.00	\$4,500.00	\$100.00	\$2,000.00	\$211.90	\$4,238.00	\$600.00	\$12,000.00
28	4017051	Flow Control	1	0.7	Lsum	\$250,000.00	\$175,000.00	\$125,000.00	\$87,500.00	\$58,500.00	\$40,950.00	\$322,000.00	\$225,400.00
29	4027001	Sewer, CI E, 12 inch, Tr Det A (As Needed)	8	8	Ft	\$150.00	\$1,200.00	\$80.00	\$640.00	\$193.05	\$1,544.40	\$300.00	\$2,400.00
30	4027050	Sewer End Sect, RCP, 12 inch (As Needed)	1	1	Ea	\$750.00	\$750.00	\$975.00	\$975.00	\$1,755.00	\$1,755.00	\$2,500.00	\$2,500.00
31	4047001	Underdrain, Fdn, 6 inch, Modified	42	0	Ft	\$70.00	\$0.00	\$10.00	\$0.00	\$198.01	\$0.00	\$100.00	\$0.00
32	4067001	Culv, Precast Three-Sided, 19.5 foot by 7.5 foot, Modified	16	0	Ft	\$17,500.00	\$0.00	\$17,500.00	\$0.00	\$10,253.85	\$0.00	\$20,000.00	\$0.00
33	7047010	Steel Sheet Piling, Permanent, Modified	2675	0	Sft	\$25.00	\$0.00	\$50.00	\$0.00	\$44.06	\$0.00	\$50.00	\$0.00

BID TABULATION
CITY OF TROY
FIREFIGHTERS PARK SPRAGUE DRAIN HABITAT IMPROVEMENT

ITB-COT 24-11
Pg. 2 of 2

Vendor Name:

V.I.L.

All Star Power
Excavation LLC

Anglin Civil, LLC

Major Contracting
Group Inc

CONTINUED

Line	Pay Item	Product Name	Bid Quantity	Value Engineered Quantity	Units	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
34	7060100	Conc, Grade 3500, Subfooting	5	0	Cyd	\$2,200.00	\$0.00	\$1,000.00	\$0.00	\$2,300.50	\$0.00	\$1,250.00	\$0.00
35	7060100	Substructure Conc, Modified	42	0	Cyd	\$2,150.00	\$0.00	\$3,000.00	\$0.00	\$2,300.50	\$0.00	\$3,500.00	\$0.00
36	7117001	Railing	97	0	Ft	\$350.00	\$0.00	\$350.00	\$0.00	\$347.22	\$0.00	\$400.00	\$0.00
37	8087001	Fence, Protective (As Needed)	100	100	Ft	\$10.00	\$1,000.00	\$5.00	\$500.00	\$11.73	\$1,173.00	\$52.00	\$5,200.00
38	8107050	Project Sign	1	1	Ea	\$1,500.00	\$1,500.00	\$2,200.00	\$2,200.00	\$4,095.00	\$4,095.00	\$2,000.00	\$2,000.00
39	8130011	Riprap, Plain	420	320	Syd	\$110.00	\$35,200.00	\$230.00	\$73,600.00	\$242.25	\$77,520.00	\$226.00	\$72,320.00
40	8157050	Native Plug Plantings	3,318	3,318	Ea	\$15.00	\$49,770.00	\$6.00	\$19,908.00	\$7.01	\$23,259.18	\$6.50	\$21,567.00
41	8167012	Restoration, Bankfull Bench (As Directed)	0.30	0.30	Ac	\$15,000.00	\$4,500.00	\$43,210.00	\$12,963.00	\$42,805.35	\$12,841.61	\$50,000.00	\$15,000.00
42	8167012	Restoration, Streambank (As Directed)	3.87	3.87	Ac	\$9,500.00	\$36,765.00	\$33,450.00	\$129,451.50	\$33,420.38	\$129,336.87	\$38,000.00	\$147,060.00
43	8167012	Restoration, Native Upland Woodland Mix (As Directed)	3.24	3.24	Ac	\$5,000.00	\$16,200.00	\$70,000.00	\$226,800.00	\$21,398.93	\$69,332.53	\$22,000.00	\$71,280.00
44	8167012	Restoration, Wetland Habitat (As Directed)	1.25	1.25	Ac	\$15,000.00	\$18,750.00	\$24,325.00	\$30,406.25	\$23,989.45	\$29,986.81	\$26,000.00	\$32,500.00
45	8167012	Restoration, Maintained Lawn Areas (As Directed)	0.90	0.90	Ac	\$5,500.00	\$4,950.00	\$10,000.00	\$9,000.00	\$12,350.00	\$11,115.00	\$18,000.00	\$16,200.00
46	8507001	Bank Stabilization, Toe Wood	553	553	Ft	\$95.00	\$52,535.00	\$125.00	\$69,125.00	\$182.18	\$100,745.54	\$150.00	\$82,950.00
47	8507050	Instream Structure, Cross Vane	2	2	Ea	\$15,000.00	\$30,000.00	\$11,000.00	\$22,000.00	\$15,258.85	\$30,517.70	\$34,000.00	\$68,000.00
48	8507001	Instream Structure, Riffle	273	273	Ft	\$175.00	\$47,775.00	\$500.00	\$136,500.00	\$327.71	\$89,464.83	\$1,100.00	\$300,300.00
49	8507012	Invasive Species Control	1	1	Lsum	\$80,750.00	\$80,750.00	\$271,300.00	\$271,300.00	\$291,657.60	\$291,657.60	\$300,000.00	\$300,000.00
50	8507042	Inspection Crew Day	75	0	Wday	\$800.00	\$0.00	\$800.00	\$0.00	\$800.00	\$0.00	\$800.00	\$0.00
TOTAL BID AMOUNT						\$1,376,525.00		\$1,884,218.75		\$2,007,168.24		\$2,625,977.00	

Attended Mandatory Pre-Bid Meeting: Y or N

Y

Y

Y

Y

Signed Information Sheet: Y or N

Y

Y

Y

Y

Insurance: Y or N

Y

Y

Y

Y

Acknowledgement: Y or N

Y

Y

Y

Y

Signed Addendum: Y or N

Y

Y

Y

Y

Forms: Y or N

4 of 5

Y

Y

Y

Low Bid Meeting Specifications

Attest:

(*Bid Opening conducted via a Zoom Meeting)

Andrew Chambliss

Nellie Bert

Dennis Trantham

Dina Gates

Fatemeh Babakhani

Emily Frontera

Purchasing Manager

PLACE: CITY OF TROY
DATE: JUNE 12, 2024
PROJECT: FIREFIGHTERS PARK SPRAGUE DRAIN HABITAT
RESTORATION

The proposal of V.I.L. Construction, Inc. (hereinafter called "Bidder")
to the City of Troy, Oakland County, Michigan

The Bidder, in compliance with the Advertisement for Bid for the **"FIREFIGHTERS PARK SPRAGUE DRAIN HABITAT IMPROVEMENT"**, having examined the plans and 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 the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct 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 proposal is part.

The Bidder affirms that in making such Proposal, neither he nor any company that he may represent nor anyone on behalf of him or the company directly has entered into any combination or collusion, undertaking or agreement with any bidder or bidders to maintain that the prices of said work, or any attempt to prevent any other bidder or bidders from bidding on said contract or work, and further affirms that such proposal is made without regard or reference to any other bidder or proposal and without any agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such bidding in any way or manner whatsoever.

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

The Bidder hereby agrees to commence work under this contract on or before the date to be specified in the written "Notice to Proceed".

The Bidder acknowledges receipt of the following addenda:

No. <u>1</u>	DATED: <u>6-4-24</u>
No. <u>2</u>	DATED: <u>6-10-24</u>
No. _____	DATED: _____

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

Bids Due: Wednesday, June 12, 2024
10:00 A.M., Local Time
HRC Project No. 20220482
City of Troy Project No. 23.304.6
ITB-COT 24-11

The undersigned, as Bidder, declares that he has familiarized himself with the location of the proposed project in the City of Troy. Bidder acknowledges that he has carefully examined the Plans, Specifications, and Contract Documents which he understands and accepts as sufficient for the purpose of constructing the work, and agrees that he will contract with the City of Troy, Oakland County, Michigan to furnish all labor, materials, and equipment necessary to do all the work specified and prescribed, and that he will accept in full payment therefore the sum of:

FIREFIGHTERS PARK SPRAGUE DRAIN HABITAT IMPROVEMENT

Line	Pay Item	Description	Quantity	Units	Unit Price	Total Cost
0001	1027051	Color Audio-Video Route Survey	1	Lsum	\$ 2,500.00	\$ 2,500.00
0002	1100051	Mobilization (Max 5%)	1	Lsum	\$ 102,500.00	\$ 102,500.00
0003	2020050	Tree, Rem, 6 inch to 18 inch (As Needed)	2	Ea	\$ 400.00	\$ 800.00
0004	2027050	Tree, Rem, 6 inch to 18 inch, Modified	58	Ea	\$ 400.00	\$ 23,200.00
0005	2020050	Tree, Rem, 19 inch to 36 inch (As Needed)	2	Ea	\$ 750.00	\$ 1,500.00
0006	2027050	Tree, Rem, 19 inch to 36 inch, Modified	14	Ea	\$ 750.00	\$ 10,500.00
0007	2020050	Tree, Rem, 37 inch or Larger (As Needed)	2	Ea	\$ 1,200.00	\$ 2,400.00
0008	2027050	Tree, Rem, 37 inch or Larger, Modified	1	Ea	\$ 1,200.00	\$ 1,200.00
0009	2037050	Culv, Rem, 24 inch to 48 inch (As Needed)	2	Ea	\$ 150.00	\$ 300.00
0010	2037001	Sewer, Rem, Less than 24 inch (As Needed)	8	Ft	\$ 20.00	\$ 160.00
0011	2037050	Sewer, End, Rem, Less than 24 inch (As Needed)	1	Ea	\$ 100.00	\$ 100.00
0012	2047051	Disc Golf Amenities, Remove and Reinstall	1	Lsum	\$ 2,500.00	\$ 2,500.00
0013	2040060	Structures, Rem	1	Lsum	\$ 25,000.00	\$ 25,000.00
0014	2057002	Earthwork (Incl. cutting, filling, grading, balancing, hauling, compacting, and disposal), Ex Drain	9.70	Sta	\$ 17,500.00	\$ 169,750.00
0015	2057002	Excavation (Incl. cutting, filling, grading, balancing, hauling, compacting, and disposal), Pr Drain	11.33	Sta	\$ 23,500.00	\$ 266,255.00
0016	2057012	Earthwork (Incl. cutting, filling, grading, balancing, hauling, and disposal), Wetland Habitat ** need to confirm not correct	1.38	Ac	\$ 150,000.00	\$ 150,000.00
0017	2057002	Backfill, Ex Drain	7.83	Sta	\$ 2,500.00	\$ 19,575.00
0018	2057021	Embankment, Clay Plug	135	Cyd	\$ 30.00	\$ 4,050.00
0019	2060010	Excavation, Fdn	130	Cyd	\$ 50.00	\$ 6,500.00
0020	2060002	Backfill, Structure, CIP	175	Cyd	\$ 50.00	\$ 8,750.00
0021	2087050	Erosion Control, Sediment Trap with Check Dam	1	Ea	\$ 1,250.00	\$ 1,250.00
0022	2080001	Erosion Control, Silt Fence	600	Ft	\$ 3.00	\$ 1,800.00
0023	2080050	Erosion Control, Inlet Protection, Fabric Drop	6	Ea	\$ 150.00	\$ 900.00
0024	2080050	Erosion Control, Gravel Access Approach	2	Ea	\$ 1,500.00	\$ 3,000.00
0025	3020011	Aggregate Base, 9 inch	140	Syd	\$ 40.00	\$ 5,600.00
0026	4010001	Culv, CI A, CMP, 24 inch	10	Ft	\$ 150.00	\$ 1,500.00
0027	4010001	Culv, CI A, CMP, 30 inch	20	Ft	\$ 225.00	\$ 4,500.00
0028	4017051	_Flow Control	1	Lsum	\$ 250,000.00	\$ 250,000.00
0029	4027001	Sewer, CI E, 12 inch, Tr Det A (As Needed)	8	Ft	\$ 150.00	\$ 1,200.00
0030	4027050	Sewer End Sect, RCP, 12 inch (As Needed)	1	Ea	\$ 750.00	\$ 750.00
0031	4047001	_Underdrain, Fdn, 6 inch, Modified	42	Ft	\$ 70.00	\$ 2,940.00
0032	4067001	_Culv, Precast Three-Sided, 19.5 foot by 7.5 foot, Modified	16	Ft	\$ 17,500.00	\$ 280,000.00
0033	7047010	_Steel Sheet Piling, Permanent, Modified	2,675	Sft	\$ 25.00	\$ 66,875.00

CITY OF TROY
FIREFIGHTERS PARK SPRAGUE DRAIN HABITAT IMPROVEMENT

PROPOSAL
3 / 5

0034	7060100	Conc, Grade 3500, Subfooting	5	Cyd	\$ 2,200.00	\$ 11,000.00
0035	7060100	Substructure Conc, Modified	42	Cyd	\$ 2,150.00	\$ 90,300.00
0036	7117001	Railing	97	Ft	\$ 350.00	\$ 33,950.00
0037	8087001	Fence, Protective (As Needed)	100	Ft	\$ 10.00	\$ 1,000.00
0038	8107050	Project Sign	1	Ea	\$ 1,500.00	\$ 1,500.00
0039	8130011	Riprap, Plain	420	Syd	\$ 110.00	\$ 46,200.00
0040	8157050	Native Plug Plantings	3,318	Ea	\$ 15.00	\$ 49,770.00
0041	8167012	Restoration, Bankfull Bench (As Directed)	0.30	Ac	\$ 15,000.00	\$ 4,500.00
0042	8167012	Restoration, Streambank (As Directed)	3.87	Ac	\$ 9,500.00	\$ 36,765.00
0043	8167012	Restoration, Native Upland Woodland Mix (As Directed)	3.24	Ac	\$ 5,000.00	\$ 16,200.00
0044	8167012	Restoration, Wetland Habitat (As Directed)	1.25	Ac	\$ 15,000.00	\$ 18,750.00
0045	8167012	Restoration, Maintained Lawn Areas (As Directed)	0.90	Ac	\$ 5,500.00	\$ 4,950.00
0046	8507001	Bank Stabilization, Toe Wood	553	Ft	\$ 95.00	\$ 52,535.00
0047	8507050	Instream Structure, Cross Vane	2	Ea	\$ 15,000.00	\$ 30,000.00
0048	8507001	Instream Structure, Riffle	273	Ft	\$ 175.00	\$ 47,775.00
0049	8507012	Invasive Species Control	1	Lsum	\$ 80,750.00	\$ 80,750.00
0050	8507042	Inspection Crew Day	75	Wday	\$ 800.00	\$ 60,000.00
TOTAL BID AMOUNT						\$ 2,060,800.00

The City reserves the right to accept any bid, or to reject any or all bids, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, the City reserves the right to reject the Bid of any Bidder if the City believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City.

The undersigned agrees to furnish the required bonds and insurance certificates within seven (7) days after the acceptance of this proposal and further agrees to start construction within ten (10) days after being notified that work can begin.

The company representative does warrant that by signing the bid documents, the additional insured endorsement will be included in the insurance coverage supplied to the City as part of the specified requirements. All proposed structural work, civil work, invasive species eradication and prevention work, and native planting work shall be substantially completed by **November 15, 2024**. All project cleanup work (collection and transport of materials and equipment off site) and the restoration of maintained lawn areas, shall be completed by **November 29, 2024**.

Company: V.I.L. Construction, Inc.

Address: 6670 Sims Drive

Sterling Heights, MI 48313

Signed: 

County: Macomb

By: Anthony Vani

Telephone: (586) 979-6020

Title: President

Email: a_vani@comcast.net

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

1. Number of years of experience in this work:

52 years

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

Please see attached list.

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

Wayne County, MDOT, City of Warren, RCOC, Independence Twp,
City of Mount Clemens

4. Name of your bank and other financial reference:

Chase Bank

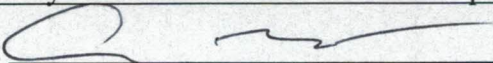
5. Name of your insurance carrier:

6. PL/PD/BI Insurance carrier: Valley Forge Insurance Co

Workman's Compensation: Continental Casualty Co.

Amount of Insurance Coverage: 5 million

6. Comments: We have completed many projects such as this in the past and look forward to working with you toward another successful project.

Signed: 

Title: President

Name & Address of Firm: V.I.L. Construction, Inc.

6670 Sims Drive

Sterling Heights, MI 48313

Date: June 12, 2024

Commercial Trucks and Trailers

Tag Number	Year	Manufacture	Model	Serial Number	Plate
DT-98	1998	Freightliner		1FV3GFAC4WH980349	No Plate
DT-92	1992	Chevrolet	Kodiak	1GBL7H1J9NJ102322	No Plate
DT-97	1997	GMC	C7500	1GMB7H1J3VJ112008	BB47082
VT-85	1985	Ford	8000	1FDYR80U4FVA55181	No Plate
ST-00	2000	Ford	F550	1FDAF56F6YEB62365	BA95049
ST-12	2012	International	Terrastar	1HTJSSKK9CJ421810	BC07036
ST-13	2013	International	Terrastar	1HTJSSKKXDH325466	BB06771
WT-80	1980	International	1854	1HTAA1859BHA16537	No Plate
UT-00	2000	Ford	F750	3FDXW75H0YMA43164	BD08877
TT-94	1994	Talbert	TBT-10	40FR02929R5011356	A329785
PB-01	1997	Eligin	Eagle	1FDXH81C4VVA07893	BA95094
VT-02	2002	Sterling		2FZHATAK92AJ81255	BD13558
VT-94	1994	Ford	L9000	1FDZW90L1RVA45965	No Plate

Brooms

Tag Number	Year	Manufacture	Model	Serial Number	Hours
RB-01	2006	Broce	RC350	401161	2,097
RB-02	1974	Ford	3550	C366238	13,558
RB-03		Sweepster	SPCCCN	932682	8,932
RB-04	2006	Broce	RC350A	402110	2092

Concrete Breakers

Tag Number	Year	Manufacture	Model	Serial Number	Hours
CB-01		BMC			2367
CB-02		Arrow			

Dozers

Tag Number	Year	Manufacture	Model	Serial Number	Hours
TD-01	2006	Caterpillar	D5K	KWW00292	1,648
TD-02	2011	Caterpillar	D3K LGP	LLL01194	2,049
TD-03	2008	Caterpillar	D5KXL	WWW00165	2,408

TD-04	2008	Caterpillar	D5KXL	WWW00166	2,163
TD-05	1997	Caterpillar	D6RLGP	9PN00608	7,930
TD-06	1986	Caterpillar	D6H	7PC00645	10,237
TD-07	1987	Caterpillar	D8N	9TC00836	15,544

Dumps and Carriers					
Tag Number	Year	Manufacture	Model	Serial Number	Hours
AD-03	2014	Terex	TA300	A11001277	
AD-04	2017	Terex	TA300	1228PH0141026	
TC-90	1990	Morooka	MST2200	22117	7050

Excavators					
Tag Number	Year	Manufacture	Model	Serial Number	Hours
TE-01	2012	Caterpillar	336EL	BZY00763	4,644
TE-02	2013	Caterpillar	324 EL	PNW00976	2,539
TE-03	2004	Caterpillar	325CL	BFE01342	8,259
TE-04	1994	Caterpillar	325L	7LM00128	14,594
TE-05	1999	Komatsu	PC228USLC-2	15049	10,441
TE-06	2014	Link-Belt	145x3 Spin Ace	EBBK4-9012	2,718
TE-07	2015	Link-Belt	145x3 Spin Ace	EBBK5-9592	2,263
TE-08	2014	Link-Belt	145x3 Spin Ace	EBBK3-7012	3,498
TE-09		Komatsu	PC120LC	74851	3,606
TE-10	2002	Komatsu	PC100-6E	46663	8,754
TE-11	1993	Kobelco	SK04	YW-2025	8,225
TE-12	1994	Caterpillar	350L	3ML00355	38,315
TE-13		Caterpillar	312	6LK0412	6,314
TE-14	2012	Caterpillar	374DL	PAP00222	5,826
TE-16		Komatsu	PC228USLC-3	41857	
TE-17		Link-Belt	300x4	EJEK5-9602	
TE-18		Link-Belt	160x4	160Q7NKHEX1465	

Motor Graders					
Tag Number	Year	Manufacture	Model	Serial Number	Hours
MG-1	1986	Caterpillar	140G	72V0975	2,123

Vibatory Rollers					
Tag Number	Year	Manufacture	Model	Serial Number	Hours
VR-01	1996	Caterpillar	CP563C	5JN00396	3,166
VR-02		Hamm	2420	38902	5,082
VR-03		Raygo	N/A	0LH1202	3,849
VR-04	2006	Caterpillar	CS-563E	0ASA01102	3304

Loaders					
Tag Number	Year	Manufacture	Model	Serial Number	Hours
WL-02	1993	Caterpillar	928F	2XL00447	10,989
TL-72	1972	Caterpillar	955L	85J05525	No Meter
WL-04	1982	Caterpillar	950B	31R00608	17,128
WL-05	2008	Caterpillar	938H	MJC00550	5,024
WL-06	2008	Caterpillar	928HZ	0C XK00304	4,210
WL-07	2006	Caterpillar	928HZ	CXK01767	3,278
WL-08	2006	Caterpillar	928HZ	CXK00639	5,039
WL-10	2015	Kawasaki	70ZV-2	70C5-5631	1,085
WL-11	2015	Kawasaki	70ZV-2	70C5-5633	
WL-12	2015	Kawasaki	70ZV-2	70C5-5613	
WL-13	2015	Kawasaki	70ZV-2	70C5-5642	
LB-94	1994	Caterpillar	416B	8SG05164	9,116
LB-98	1998	Case	580L	JJG0241516	5,603

Mini Equipment					
Tag Number	Year	Manufacture	Model	Serial Number	Hours
ME-35	2006	Komatsu	P35R-8	37668	5,361
ME-36	2006	Komatsu	P35R-8	37686	
MD-21	2006	Komatsu	D21A-7	77463	2,265
MR-10	2004	Dynapac	CC1000	90130588	2,289
SS-01	2013	Case	TR270	NDM461996	
SS-02	2015	John Deere	328E	1T0328EKJEE257797	
MS-01		Case	Maxi-c	JAF0300410	

Pickup Trailers					
Tag Number	Year	Manufacture	Model	Serial Number	Plate
TA-01	1989	Ajax	Tank 1	CS775414D	C564497
TA-02	2006	PJ	Tank 2	4P5CH202X62089551	B987167
TA-03	2006	Hudson Brothe	Tank 3	10HHSE18761000939	E211044
TA-04	2000	Hudson Brothe	Tank 4	10HHSE167Y1000649	D380995
TA-05	1979	Hudson Brothe	Tank 5	HSE79642	D380993
TA-06	1996	MFG. Inc./ Butl	LT-1219-R	1BUD19205T1005478	E196144
TA-08	2018	Griffin		56WEU2022JE012509	D796257
TA-09	2018	Interstate	Dump	1UK500F24J1093952	D809316
TA-10	2019	Interstate	Dump	1UK00F25K1096683	D961402
TA-11	2020	Freedom	Tilit	1F9G31924L1511074	E210991
CT-01	2000	U.S. Cargo		4PL500E18Y10447	D444375
SA-01	2015	BNM Trailer		1B9U51218FE216091	D335697
SA-02	2019	Force		5NHUFA217K1067619	D938315
CT-02	2017	Interstate		1UK500D21H1091671	D631232

Semis and Trailers					
Year	Manufacture	Model	Serial Number	Plate	Miles
1998	East		1eid3M586WRF232	B243808	N/A
2020	Peterbilt	567	1XPCD40X2LD6648	BC19413	
2020	Peterbilt	567	1XPCD40X9LD6833	BC40296	
2005	TrailKing		1TKJ050305B12952	B198645	N/A
1999	Mack	CL753	1M2AD28Y4XW001	BC26522	
1993	Doresy		1DTD8A52PP03179	D286497	N/A
2017	Rhodes		1A9SD2842HP4327	E325651	
1989	Grate Dane	Tool Trailer			
1991	Wilson	CF-900	1W1BHB6DONE305	E648026	
2022	Pitts	LB-55	5JYLB5539NPP2431	E621202	
2013	Cat	CT660	1HSJKTL0DJ201328	BA69449	54411

Towable Equipment					
Tag Number	Year	Manufacture	Model	Serial Number	Hours

AC-02	1998	Ingersollrand	P185WJD	287168UCI221	3,218
AC-03		Ingersollrand	P185WJD	321477UDL221	
AB-02	2004	Ver Mac	ST-4815	2S9US511X45132218	N/A
AB-03	2019	SolarTech	AB-0515	530200	
AB-04	2019	SolarTech	AB-0515	530414	
CM-01		Multiquip	MC94SH8	B552104	N/A
CM-02		Multiquip	MC94SH8	G2852318	N/A
CM-03		Multiquip	MC94SH8	1252291	N/A
CM-04			MC94SH8	G142324	N/A
CM-05		Stone	950	92004314	N/A
CM-06	2020	Multiquip	MC94SH8	B2052101	
GE-01	2012	Caterpillar	XQ30	GBE01164	9064
GE-02	2013	Caterpillar	XQ30	GBE01027	8053
WP-01	2018	Global Pump	8GSRWPIKI4S20P	1867002	
WP-02	2018	Global Pump	8GSRWPIKT3S10P	1893710	
JP-01	2018	Complete Dewa	2.5VAJP-Dz4-C2-F	9552	
PP-01	2016	JB Pipepuller	JB 1600		2



June 10, 2024

Addendum 2
ITB-COT 24-11
Sprague Drain Habitat Improvements
Page 1 of 1

To All Bidders:

Please be advised that the City of Troy Purchasing Department has authorized the following clarifications and/or changes to the Specifications for **ITB-COT 24-11 Sprague Drain Habitat Improvements** and is hereby made a part of the Contract Documents and shall be taken into consideration in preparing the bids. All other conditions remain the same. The Bidder shall acknowledge the receipt of this Addendum by signing below and including this addendum with their bids regarding the Bid Proposal

Request for Clarifications:

- Please see attached document (6 pages) provided from HRC for clarification.

Additional Attachments:

- EGLE Joint Permit Application (24 pages)

I, the undersigned bidder, have read this **Addendum 2** and have integrated the clarification(s) and or change(s) into the *Bid Proposal* and *Specifications* for **ITB-COT 24-11 Sprague Drain Habitat Improvements**. All other items in the original bid proposal remain the same. This **Addendum 2** should be attached to the electronic bid submission on or before **Wednesday, June 12, 2024 at 10:00 AM EDT**.

COMPANY:

V.I.L. Construction, Inc.

NAME OF AUTHORIZED COMPANY REPRESENTATIVE:

Anthony Vani

SIGNATURE:

A handwritten signature in blue ink, appearing to read 'Anthony Vani', is written over a horizontal line.

ADDRESS:

6670 Sims Drive

Sterling Heights, MI 48313

DATE:

6-12-24



June 4, 2024

Addendum 1
ITB-COT 24-11
Sprague Drain Habitat Improvements
Page 1 of 2

To All Bidders:

Please be advised that as a result of the Mandatory Pre-Bid Meeting conducted onsite at Firefighters Park, 1810 W. Square Lake Rd, MI 48098 on Monday, June 3, 2024 at 10:00 AM EDT - the Purchasing Department for the City of Troy authorized the following clarifications /or changes to the specifications for ITB-COT 24-11 Sprague Drain Habitat Improvements. The clarifications and or changes will be considered an integral part of the original proposal document.

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

- **BID Opening date and time Wednesday, June 12, 202, at 10:00 AM EDT.**
- **Bid Deposit** – Each proposal must be accompanied by a Cashier's Check or Money Order in the amount of **\$10,000 payable to the City of Troy**, as security for acceptance of the Contract. **A PDF copy of this Cashier's Check must be included with your Electronic Bid Submission Response.** Company checks and/or bid bonds will not be accepted as bid security.

The bid deposit of the successful bidder will be returned upon submission of the specified acceptable Performance, Labor and Materials Payment, and two-year Maintenance Bonds in accordance with the bid specifications.
- All bidders are required to examine the site to determine the amount of work to be done in accordance with the bid specifications by attending the MANDATORY Pre-bid Meeting scheduled on Monday, June 3, 2024 at 10:00am LOCATED AT FIREFIGHTERS PARK, 1810 W. SQUARE LAKE RD, TROY, MI 48098. An opportunity to inspect the site was provided after the Pre-bid Meeting.
- For *ADDITIONAL INFORMATION* or specific questions concerning this project, please contact Emily Frontera at e.frontera@troymi.gov.
- **COMPLETION SCHEDULE:** Substantially completed work by **November 15, 2024**. The entire project, including clean up and restoration of lawn areas, to the satisfaction of the City, by **November 29, 2024**.
- ***CONTRACT & PROPOSAL FORMS:*** Complete and sign all contract and proposal forms (Vendor Certification, Certification Regarding Debarment, Legal Status of Bidders, Non-Collusion and Familial Disclosure and Indemnification (Hold Harmless) forms) and submit with your electronic bid proposal.
- ***INSURANCE:*** If awarded – Insurance and Endorsements shall be submitted to the City's Purchasing Manager, and approved before work can begin.
- ***SPECIFICATIONS:*** As detailed.

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

Hussein El Hajj	Major Contracting Group
Anthony Vani	VIL Construction, Inc.
Joseph Merolla	Anglin Civil
Josh Guy	Catskill Remedial
Mark Korneffel	All Star Power
Cooper Dimeglio	All Star Power
Arin Thacker	West Environmental
Heather Esper	West Environmental



Introduced by:

Emily Frontera, Purchasing Manager
Kurt Bovensiep, Public Works Director
Dennis Trantham, Deputy Public Works Director
Scott Finley, City Engineer
Fateme Babakhani, HRC Project Manager
Brent Tarpinian, HRC

Clarifications were discussed as follows:

- Emily Frontera, Purchasing Manager, gave a brief overview of Instructions to Bidders and bid requirements for bid submission.
 - **Questions Deadline has been extended from June 6, 2024 to Monday, June 10, 2024 end of business day.**
 - This project is an EPA Grant Funded Project.
 - This is not a prevailing wage project.
 - Contractor is responsible for obtaining Soil Erosion permit through the City of Troy. The permit fees are waived.
 - The pre-bid meeting sign-in sheet is included with this Addendum (1 page)
- Fateme Babakhani, P.E. Manager, gave an overview of the project scope of work and specifications, and provided answers to contractor questions (*Attachment: HRC Pre-bid Meeting Minutes - 4 Pages*)

I, the undersigned bidder, have read this Addendum 1 and have integrated the clarification(s) and or change(s) into the *Bid Proposal* and *Specifications* for ITB-COT 24-11, SPRAGUE DRAIN HABITAT IMPROVEMENTS at Firefighters Park, 1810 W Square Lake Rd, Troy, MI 48098. All other items in the original bid proposal remain the same. **This Addendum 1 should be attached to the electronic bid submission, on or before Wednesday, June 12, 2024 at 10:00 AM EDT.**

COMPANY:

V.I.L. Construction, Inc.

NAME OF AUTHORIZED COMPANY REPRESENTATIVE:

Anthony Vani

SIGNATURE:

ADDRESS:

6670 Sims Drive

Sterling Heights, MI 48313

DATE:

6-12-24



**MEETING AGENDA
FIREFIGHTERS PARK SPRAGUE DRAIN IMPROVEMENTS
CITY OF TROY**

Date: June 03, 2024
Time: 10:00 AM
Meeting Held: Project Site, Firefighters Park

HRC Job No. 20220482

ATTENDEES: See sign-in sheet

PURPOSE: Mandatory Pre-Bid Meeting

A- PROJECT OVERVIEW

1. EPA awarded the Great Lakes Restoration Initiative (GLRI) grant to the City of Troy to design and construct the Sprague Drain Habitat Improvement project. The purpose of this project is to provide habitat features that will address three of the Beneficial Use Impairments (BUIs) associated with fish and wildlife habitat in the Rouge River.
2. The owner of the project is the City of Troy in partnership with OCWRC. Sprague Drain is an established County Drain under the jurisdiction of the OCWRC.
3. The Firefighters Park Sprague Drain Habitat Improvement project is a re-alignment of the Sprague Drain passing through Firefighters Park. This re-alignment work is composed primarily of earth moving and grading work, the removal of existing pedestrian bridge, the installation of a 19.5 ft (span) by 7.5 foot (rise) three-sided precast concrete culvert for ADA accessibility to the park area east of the Drain, and supplemented with streambank stabilization and native pollinator vegetation establishment for improving native vegetation and wildlife habitats.
4. The proposed work includes:
 - Approximately **8.5 ac of invasive species (IS) control** around the ponds and Drain. The contractor shall develop a plan for the means and methods of IS eradication and prevention and submit to the engineer and owner for review and approval. Refer to the IS sheet and Special Provision for more information.
 - Relocate a total of **990 ft of linear stream in two sections** into two new sections of linear stream totaling 1,073 ft to the east of the existing stream location.
 - Approximately 990 feet of the original stream channel shall be abandoned and filled with material generated during the excavation of the relocated channel to the elevations specified. A surplus of excavation spoils is anticipated for this project, and it is the contractor's responsibility to remove and dispose of this surplus material off-site.
 - Construct bankfull benches on either side of the Drain.
 - Approximately 73 trees have already been removed, down to root mass and short trunk for reuse. The contractor should remove the remaining tree and save it (and its root wad) to be used for the toe wood.
 - Construct in-stream structures. Including two rock cross vanes, 553 Lft toe wood on pool bends, 273 Lft constructed riffles, and ripraps within the newly relocated channel and existing channel.
 - Remove an existing 9.4'-wide, 47'-long footbridge over the stream and replace it with a 19.5 ft (span) by 7.5 foot (rise) three-sided precast concrete.
 - Four clay channel plugs shall be used to block abandoned sections of the stream channel. Where the toewood and clay plug are on the bend, the toewood will be constructed first, then the clay plugs behind. Toewood shouldn't interfere with the clay plug integrity.
 - The grassed detention basin shall be converted into a floodplain habitat by grading to the elevations needed and

replanting native vegetation.

- The west swale outlets to the Drain will be retrofitted by creating a defined channel and lowering the channel bed. Two culvert crossings will be replaced.

B- EASEMENT

The proposed work will be done in the park and Drain easements. No additional easements will be required.

C- PERMITS

1. The USACE/EGLE joint permit (JPA) has been issued. However, the culvert crossing has been revised, and we are working on amending the permit with the revised crossing. This shouldn't cause any delay or extra cost to the project.
2. The WRC Drain permit is in the process. We are revising the plan per OCWRC's comments. The comments are minor changes that will not impact construction costs. If it does impact the construction, we will send the revised drawing and include information in an addendum.
3. The City handles the soil erosion review; no soil erosion permit application is required. However, according to the contract documents, the contractor is responsible for following the soil erosion requirements.
4. The mussel survey and relocation (required by DNR) have been completed for this project. The Rouge River at the project reach is classified as a Group 1, where state special concern species have been found.
5. Since this project is federally funded, the NEPA review for the rare species has been completed and submitted to EGLE as part of the JPA.

D- CONSTRUCTION TIMELINE

1. Final contract approval and acceptance are anticipated at the City Council meeting on **July 8, 2024**.
2. Work will start upon issuance of the Notice to Proceed, anticipated to be the first week of August. Work is to be substantially complete by **November 15, 2024**. Final completion with all clean-up and punch-list items shall be completed by **November 29, 2024**. The implementation grant will end on **December 31, 2024**.
3. Restrictions:
 - Between March 1, 2024, and June 30, 2024, no work within the stream's limits will be allowed due to critical fish spawning migration..... *The construction starts after June 30. We should be good.*
 - Tree Removal/Trimming Work is restricted to between October 1, 2023, and March 31, 2024, to avoid impacting bats..... *The trees have already been removed.*

E- CONSTRUCTION LAYOUT AND OBSERVATION

1. HRC will be providing construction layout and daily observation. See the specs for determining section 01421 for crew days.
2. Required submittals, as specified for review, shall take place prior to the construction start date.
3. Soil Borings have been conducted as part of this project. The results are in the contract book.
4. The City of Troy construction between the hours of 7:00 A.M. and 7:00 P.M., Monday through Saturday. No work on Sunday is allowed.

F- CONTRACTOR QUESTIONS

1. **Question:** Can the Owner confirm the date that questions are due? The deadline currently listed for inquiries is Thursday, June 6, 2024.

Answer: The deadline for submitting questions about the project will be extended to **Monday, June 10, 2024.**

2. **Question:** Does the Invasive Species (IS) Control work require any work beyond the 2024 calendar year?

Answer: The Final Completion and Substantial Completion dates for the project are 11/15/2024 and 11/29/2024, respectively. All IS eradication work must be completed before the Final Completion Date. IS prevention work may be completed within the first year of the project's two-year warranty period (maintenance and guarantee bond).

3. **Question:** For the "Backfill, Ex Drain" work, is compaction of the backfill material required?

Answer: The dirt from the excavation of the newly relocated stream can be added to the existing abandoned stream up to the specific elevation as shown on the plan. Compacting the dirt within the existing drain is not required.

4. **Question:** Could you explain the design intent behind the proposed restoration across and on either side of the proposed three-sided culvert (4" of topsoil on top of 9" of 21AA limestone)?

Answer: In addition to pedestrians, the proposed three-sided culvert has also been designed to service maintenance equipment (lawnmowers) and small emergency vehicles. The 9-inch thick 21AA aggregate base and 4-inch-thick topsoil surface are proposed to provide a more stable surface for maintenance equipment/emergency vehicles approaching, crossing, and departing the three-sided culvert rather than just earth.

5. **Question:** What are the Owner's expectations/assumptions regarding the removal of trees, brush, and other vegetation along the banks of the drain?

Answer: It is the Owner's intent that as few trees be removed as possible. The Owner and the Contractor shall agree on which trees are necessary for removal prior to the Contractor performing any tree removal and/or clearing work. It is the Owner's expectation that the proposed work will be performed almost exclusively from along the east side of the drain, resulting in little to no tree removal/clearing work required along the west bank. For "Backfill, Ex Drain" work, it is the Owner's expectation that the Contractor work around existing trees and vegetation along the east bank, and remove/clear only enough to complete the proposed backfill and grading work. Per Section 02200 of the project specifications, the removal and disposal of existing brush, groundcover vegetation, and trees less than 6 inches in diameter is incidental to the unit price bid for "Earthwork (Incl. cutting, filling, grading, balancing, hauling, and disposal), ___" and will not be paid for separately.

6. **Question:** The material required for riprap construction is natural stone, and not limestone, correct?

Answer: That is correct – riprap shall be natural stone. Limestone and crushed concrete will not be accepted.

7. **Question:** Has the project gone through any sort of review with the MI DNR and/or MNFI to determine the state-listed species in the project vicinity? I note multiple potentially present in the vicinity, including mussels, fish, and turtles with potentially suitable substrate that may need surveyed/cleared or construction sequencing and methods to allow for continuous flow (e.g., diversion structure) and/or relocation.

Answer: The mussel survey and relocation have been completed.

8. **Question:** Has the project gone through a review for the federally-listed species within the Project area?

Answer: Yes, they have completed and provided to EGLE as part of the EGLE Joint Permit Application. The tree removal has been completed, and there is no concern with bat restrictions.

9. **Question:** Since this is an EPA (federal)-funded project, has there been any level of NEPA or Programmatic review that may require the rare species concerns to be addressed?

Answer: This has already been completed and approved by the EGLE

These minutes are intended to be a summary of those items discussed. Any corrections and/or comments should be noted to the writer as soon as possible.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Fatemeh Babakhani, P.E.
Manager

pc: City of Troy
HRC;



MANDATORY PRE-BID MEETING SIGN-IN SHEET

Bid Name: ITB-COT 24-11 SPRAGUE DRAIN HABITAT IMPROVEMENT Date: 06/03/2024

COMPANY NAME	NAME	PHONE NUMBER	EMAIL ADDRESS
COT	Dennis Treanham	848 524 3503	Dennis.Treanham
COT	Kurt Bowersiepe	248 584 3489	K.BOWERSIEPE@TROYMI.
COT	Scott Finley	248 524 3386	f.inlay@troy.mi.gd
HRC	Fortemeh Babakhani	313 844 4902	fbabakhani@hrcengr.com
Major contracting group	HUSSEIN EL HAJJ	518-687-3786	HELHAIJE@majorcontracting
VIL Construction, Inc.	Anthony Vani	(586) 979-6020	a_vani@comcast.net
Anglin Civil	Joseph Merolla	734-771-4880	joe.m@anglincivil.com
HRC	BRAHMANIAN	(248) 303-6462	brahmanian@hrcengr.com
CASIMIR REMEDIATION	JOSIE GUY	(57) 881-5411	jsguy@cellremedial.com
ALL STATE POWER	MARLENE KOWALCZAK	734 308-1048	marlene@allstatepower.net
all gas power	Casper Dimeglio	517-304-5327	casper@allstatepower.net
WEST	Avin Thacker	248-275-3212	athacker@west-inc.com
WEST	Heather Esper	734-645-2526	hesper@west-inc.com

**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 (3) 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.

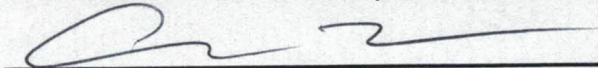
☒ I am able to certify to the above statements.

V.I.L. Construction, Inc.

Name of Agency/Company/Firm (Please Print)

Anthony Vani, President

Name and title of authorized representative (Please Print)



Signature of authorized representative

6-12-24

Date

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

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 V.I.L. Construction, Inc. whose signature is affixed to the 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.~~

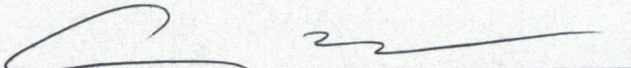
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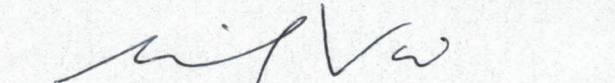
TO WHOM IT MAY CONCERN:

Anthony Vani, being duly sworn deposed, says that he
(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


NOTARY'S SIGNATURE

Subscribed and sworn to before me this 12th day of, June, 2024 in and for
Macomb County.

My commission expires:

2-13-2028

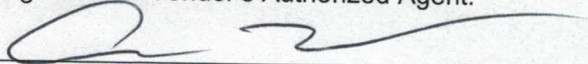
**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

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	V.I.L. Construction, Inc.
Street Address	6670 Sims Drive
City	Sterling Heights
State, Zip	Michigan, 48313
Corporate I.D. Number/State	800085317
Taxpayer I.D. #	38-1971302

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

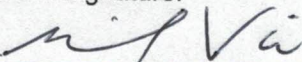
Signature of Vendor's Authorized Agent:



Printed Name of Vendor's Authorized Agent:

Anthony Vani

Witness Signature:



Printed Name of Witness:

Michael Vani

No. 2017790262

Remitter ANTHONY DOMINIC VANI

Date 06/11/2024

PURCHASER'S RECEIPT

Pay Ten Thousand Dollars & 00/100

\$ ** 10,000.00 **

To the Order Of

CITY OF TROY

By NON-NEGOTIABLE

Authorized Signer

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

CASHIER'S CHECK

The Huntington National Bank - Branch 612038
Columbus, Ohio 43219



Remitter ANTHONY DOMINIC VANI

No. **2017790262**

Date 06/11/2024

Pay Ten Thousand Dollars & 00/100

\$ ** 10,000.00 **

To the Order Of

CITY OF TROY

Drawer: The Huntington National Bank
Columbus, Ohio 43219

By

Authorized Signer

DRAWEE: The Huntington National Bank
Columbus, Ohio 43219

⑈ 2017790262⑈ ⑆044000024⑆ 01892517247⑈



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM



Date: June 3, 2025

To: Frank A. Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Kurt Bovensiep, Public Works Director
Dennis Trantham, Deputy Public Works Director
G. Scott Finlay, City Engineer
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications-
Firefighters Park Sprague Drain Habitat Improvement and Budget Amendment
(Introduced by Kurt Bovensiep, Public Works Director)

History

In late 2022, the US Environmental Protection Agency (EPA) awarded the City of Troy a \$100,000 Great Lakes Restoration Initiative (GLRI) grant under Grant Number# 00E03266 for preliminary engineering services to design the Sprague Drain Habitat Improvement project. The City contracted Hubbell, Roth, and Clark, Inc (HRC) to provide engineering services for the project. The project aimed to create habitat features that would improve fish and wildlife habitat in the Rouge River and addressed three Beneficial Use Impairments (BUIs). In October 2023, the City received approval for \$901,700 under Grant Number# 00E03520 in funding to construct the project.

Despite the challenges that the City of Troy faced in the design process, such as EGLE permitting—which took over six months—the City advertised this project for bids on May 20, 2024. The City received four bids, with the lowest bid amounting to \$2,060,800, which exceeded the implementation grant allocated for the construction of this project. Three factors created this cost increase:

1. Added features to make the overall project better.
2. The City's ability to deliver more outcomes with some additional work.
3. General construction cost increases experienced in the area.

The original scope of the grant agreement was restoring 1,500 linear feet of the stream through the creation of a bankfull bench, restoring 4 acres of riparian habitat, and performing 5 acres of invasive species control. Since the design grant submittal, the scope of the project had been adjusted slightly and resulted in better project outcomes. For example, the length of stream restoration increased by 100 ft and the invasive species control area increased from 5 to 8.5 acres. A more detailed site investigation revealed additional invasive species areas within the park that required treatment. It was considered feasible and practical to address all invasive species control measures simultaneously. The untreated invasive species area could potentially have impacted the treated areas if it had not been addressed comprehensively.



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CITY COUNCIL AGENDA ITEM

By conducting a more detailed analysis during the initial design phase and completing the geomorphology study, it was determined that improving floodplain connectivity and creating a bankfull bench in the existing channel was limited and required removing a significant number of trees. To preserve the trees and enhance stream functionality, while still incorporating park amenities, the most viable alternative identified was to relocate the stream. Additionally, the adjacent grass detention basin was converted into a wetland habitat to enhance water quality and natural habitat by 1.25 acres. Overall, the proposed design not only achieved the promised outcomes of the grant but also enhanced overall stream functionality.

The table below compares the project outcomes required by the grant agreement with the proposed outcomes in this project:

Project Outcomes		Required by Grant Agreement	Proposed
Stream Restoration	ft	1500	1600
Riparian Habitat Restoration	acre	4	4.2
Invasive Species Control	acre	5	8.5
Creating riparian wetland habitat	acre	0	1.25

Because of the benefits that this project offered to the drainage district, the City actively explored various approaches to make the project happen. This included seeking additional financial support and considering adjustments to the scope of work while ensuring the project still met grant requirements.

Since the project would provide flood mitigation benefits, the City Administration is proposing to allocate an additional \$240,000 for its construction. Furthermore, the City revised the project scope relating to restoring park amenities impacted by this project to lower the construction cost. For instance, the proposed ADA-compliant pedestrian bridge was removed from the project (saving \$500,000), and the amount of earthwork was reduced (saving \$90,000), while still achieving the outcomes promised in the previous design and grant applications.

With the adjusted scope and the proposed additional \$240,000 for the project, it still required an additional \$753,000 to achieve the higher project outcomes discussed above. The City of Troy requested an amendment for \$753,000 to make the project happen. In consideration of wildlife conservation and avoiding impacts on bats, the necessary tree removal has already been completed.

Purchasing

- On June 12, 2024, a bid opening was conducted as required by City Charter/Code for the Firefighters Park Sprague Drain Habitat Improvement.
- The bid was posted on Bidnet Direct/MITN website; www.bidnetdirect.com//city-of-troy-mi.
- Eight hundred and fifty-four (854) vendors were notified via the Bidnet Direct/MITN website.
- Four (4) bid responses were received. Below is a detailed summary of potential vendors for this bid opportunity:



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CITY COUNCIL AGENDA ITEM

Companies notified via MITN	854
Troy Companies notified via MITN	14
Troy Companies notified Active email Notification	14
Troy Companies - Active Free	0
Companies that viewed the bid	140
Troy Companies that viewed the bid	0

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

After reviewing the bid proposals, *V.I.L. Construction, Inc of Sterling Heights, MI* was the low bidder meeting specifications. The unit quantities were adjusted for all bidders to reflect the items that were valued engineered from the project and V.I.L. construction remained the low bidder meeting specifications. Although it has been over a year from the bid opening V.I.L Construction has agreed to honor all its pricing as detailed in the attached bid summary.

The current contract for engineering and design services with Hubbell, Roth, and Clark, Inc (HRC) was renewed by City Council on May 23, 2022 (Resolution #2022-05-071-J-4b). Under the current contract pricing, HRC proposes a fee for Construction Administration, Layout/Staking, Materials Testing, Observation, and Close Out Services for a total cost of \$163,846.00 as detailed in the attached proposal.

Financial

Since some of the work was accomplished with the original \$901,000 grant amount, the available Capital Funding is currently \$637,755. The construction cost and engineering services cost total \$1,540,371 plus a \$101,223 for contingencies. This will require a budget amendment to the Drain Capital Fund of \$1,003,839 and associated project number 2024CG0003. This increase will be offset by \$753,000 due to the supplemental grant funding that has been awarded.

Remaining Original Grant Funding	\$637,755.00
Supplemental Funding	\$753,000.00
City Contribution	\$250,839.00
Grants and City Contribution Total	\$1,641,594.00
HRC Expense	(\$163,846.00)
VIL Expense	(\$1,376,525.00)
VIL Contingency	(\$101,223.00)
Total Construction Expense	(\$1,641,594.00)



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CITY COUNCIL AGENDA ITEM

Recommendation

City Management recommends awarding a contract for the Firefighters Park Sprague Drain Habitat Improvement to low bidder meeting specifications, *V.I.L. Construction, Inc of Sterling Heights, MI* at unit prices contained in the bid tabulation with the Value Engineered quantities opened June 12, 2024, for an estimated total cost of \$1,376,525.00; not to exceed budgetary limitations.

City Management also recommends awarding a contract for Construction Administration, Layout/Staking, Materials Testing, Observation, and Close Out Services to Hubbell, Roth, and Clark, Inc (HRC) at unit prices contained in the attached proposal for an estimated total cost of \$163,846.00; not to exceed budgetary limitations.

City Management also recommends approving a contingency amount of \$101,223.00 for the total project.

City Management further recommends a Budget Amendment to the Drains Capital Fund for \$1,003,839.00.

Opening Date: 06/12/2024
Reviewed Date: 06/12/2024

BID TABULATION
CITY OF TROY
FIREFIGHTERS PARK SPRAGUE DRAIN HABITAT IMPROVEMENT

Vendor Name:	V.I.L. Construction, Inc	All Star Power Excavation LLC	Anglin Civil, LLC	Major Contracting Group Inc
City:	Sterling Heights, MI	Grosse Pointe Woods, MI	Livonia, MI	Detroit, MI
Check #:	2017790262	3911000667	9156336736	9181129571
Check Amount:	\$10,000	\$10,000	\$10,000	\$10,000

PROPOSAL: TO COMPLETE THE CITY OF TROY FIREFIGHTERS PARK SPRAGUE DRAIN HABITAT IMPROVEMENT

Line	Pay Item	Product Name	Bid Quantity	Value Engineered Quantity	Units	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	1027051	Color Audio-Video Route Survey	1	0	Lsum	\$2,500.00	\$0.00	\$3,000.00	\$0.00	\$10,566.25	\$0.00	\$3,500.00	\$0.00
2	1100051	Mobilization (Max 5%)	1	1	Lsum	\$102,500.00	\$102,500.00	\$128,000.00	\$128,000.00	\$137,000.00	\$137,000.00	\$174,000.00	\$174,000.00
3	2020050	Tree, Rem, 6 inch to 18 inch (As Needed)	2	0	Ea	\$400.00	\$0.00	\$400.00	\$0.00	\$537.56	\$0.00	\$700.00	\$0.00
4	2027050	Tree, Rem, 6 inch to 18 inch, Modified	58	58	Ea	\$400.00	\$23,200.00	\$150.00	\$8,700.00	\$537.56	\$31,178.48	\$800.00	\$46,400.00
5	2020050	Tree, Rem, 19 inch to 36 inch (As Needed)	2	0	Ea	\$750.00	\$0.00	\$2,800.00	\$0.00	\$895.94	\$0.00	\$4,000.00	\$0.00
6	2027050	Tree, Rem, 19 inch to 36 inch, Modified	14	14	Ea	\$750.00	\$10,500.00	\$180.00	\$2,520.00	\$895.94	\$12,543.16	\$5,600.00	\$78,400.00
7	2020050	Tree, Rem, 37 inch or Larger (As Needed)	2	0	Ea	\$1,200.00	\$0.00	\$4,000.00	\$0.00	\$2,687.82	\$0.00	\$6,000.00	\$0.00
8	2027050	Tree, Rem, 37 inch or Larger, Modified	1	1	Ea	\$1,200.00	\$1,200.00	\$300.00	\$300.00	\$2,687.82	\$2,687.82	\$8,000.00	\$8,000.00
9	2037050	Culv, Rem, 24 inch to 48 inch (As Needed)	2	2	Ea	\$150.00	\$300.00	\$800.00	\$1,600.00	\$2,252.50	\$4,505.00	\$2,500.00	\$5,000.00
10	2037001	Sewer, Rem, Less than 24 inch (As Needed)	8	0	Ft	\$20.00	\$0.00	\$50.00	\$0.00	\$360.79	\$0.00	\$200.00	\$0.00
11	2037050	Sewer, End, Rem, Less than 24 inch (As Needed)	1	1	Ea	\$100.00	\$100.00	\$500.00	\$500.00	\$2,311.00	\$2,311.00	\$450.00	\$450.00
12	2047051	Disc Golf Amenities, Remove and Reinstall	1	1	Lsum	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$15,160.67	\$15,160.67	\$61,000.00	\$61,000.00
13	2040060	Structures, Rem	1	0	Lsum	\$25,000.00	\$0.00	\$85,000.00	\$0.00	\$54,154.48	\$0.00	\$100,000.00	\$0.00
14	2057002	Earthwork (Incl. cutting, filling, grading, balancing, hauling, compacting, and disposal), Ex Drain	9.7	9.70	Sta	\$17,500.00	\$169,750.00	\$9,000.00	\$87,300.00	\$25,714.08	\$249,426.58	\$12,500.00	\$121,250.00
15	2057002	Excavation (Incl. cutting, filling, grading, balancing, hauling, compacting, and disposal), Pr Drain	11.33	11.33	Sta	\$23,500.00	\$266,255.00	\$30,000.00	\$339,900.00	\$40,976.00	\$464,258.08	\$28,000.00	\$317,240.00
16	2057012	Earthwork (Incl. cutting, filling, grading, balancing, hauling, and disposal), Wetland Habitat	1.38	1.38	Ac	\$150,000.00	\$207,000.00	\$130,000.00	\$179,400.00	\$73,229.67	\$101,056.94	\$180,000.00	\$248,400.00
17	2057002	Backfill, Ex Drain	7.83	7.83	Sta	\$2,500.00	\$19,575.00	\$1,000.00	\$7,830.00	\$2,097.77	\$16,425.54	\$12,000.00	\$93,960.00
18	2057021	Embankment, Clay Plug	135	135	Cyd	\$30.00	\$4,050.00	\$50.00	\$6,750.00	\$154.82	\$20,900.70	\$480.00	\$64,800.00
19	2060010	Excavation, Fdn	130	0	Cyd	\$50.00	\$0.00	\$100.00	\$0.00	\$283.50	\$0.00	\$100.00	\$0.00
20	2060002	Backfill, Structure, CIP	175	0	Cyd	\$50.00	\$0.00	\$116.00	\$0.00	\$88.80	\$0.00	\$150.00	\$0.00
21	2087050	Erosion Control, Sediment Trap with Check Dam	1	1	Ea	\$1,250.00	\$1,250.00	\$500.00	\$500.00	\$15,781.12	\$15,781.12	\$2,000.00	\$2,000.00
22	2080001	Erosion Control, Silt Fence	600	600	Ft	\$3.00	\$1,800.00	\$3.00	\$1,800.00	\$3.52	\$2,112.00	\$10.00	\$6,000.00
23	2080050	Erosion Control, Inlet Protection, Fabric Drop	6	6	Ea	\$150.00	\$900.00	\$150.00	\$900.00	\$174.15	\$1,044.90	\$400.00	\$2,400.00
24	2080050	Erosion Control, Gravel Access Approach	2	2	Ea	\$1,500.00	\$3,000.00	\$9,500.00	\$19,000.00	\$3,967.64	\$7,935.28	\$7,500.00	\$15,000.00
25	3020011	Aggregate Base, 9 inch	140	0	Syd	\$40.00	\$0.00	\$40.00	\$0.00	\$50.39	\$0.00	\$52.00	\$0.00
26	4010001	Culv, CI A, CMP, 24 inch	10	10	Ft	\$150.00	\$1,500.00	\$85.00	\$850.00	\$330.79	\$3,307.90	\$500.00	\$5,000.00
27	4010001	Culv, CI A, CMP, 30 inch	20	20	Ft	\$225.00	\$4,500.00	\$100.00	\$2,000.00	\$211.90	\$4,238.00	\$600.00	\$12,000.00
28	4017051	Flow Control	1	0.7	Lsum	\$250,000.00	\$175,000.00	\$125,000.00	\$87,500.00	\$58,500.00	\$40,950.00	\$322,000.00	\$225,400.00
29	4027001	Sewer, CI E, 12 inch, Tr Det A (As Needed)	8	8	Ft	\$150.00	\$1,200.00	\$80.00	\$640.00	\$193.05	\$1,544.40	\$300.00	\$2,400.00
30	4027050	Sewer End Sect, RCP, 12 inch (As Needed)	1	1	Ea	\$750.00	\$750.00	\$975.00	\$975.00	\$1,755.00	\$1,755.00	\$2,500.00	\$2,500.00
31	4047001	Underdrain, Fdn, 6 inch, Modified	42	0	Ft	\$70.00	\$0.00	\$10.00	\$0.00	\$198.01	\$0.00	\$100.00	\$0.00
32	4067001	Culv, Precast Three-Sided, 19.5 foot by 7.5 foot, Modified	16	0	Ft	\$17,500.00	\$0.00	\$17,500.00	\$0.00	\$10,253.85	\$0.00	\$20,000.00	\$0.00
33	7047010	Steel Sheet Piling, Permanent, Modified	2675	0	Sft	\$25.00	\$0.00	\$50.00	\$0.00	\$44.06	\$0.00	\$50.00	\$0.00

BID TABULATION
CITY OF TROY
FIREFIGHTERS PARK SPRAGUE DRAIN HABITAT IMPROVEMENT

ITB-COT 24-11
Pg. 2 of 2

Vendor Name:

V.I.L.

All Star Power
Excavation LLC

Anglin Civil, LLC

Major Contracting
Group Inc

CONTINUED

Line	Pay Item	Product Name	Bid Quantity	Value Engineered Quantity	Units	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
34	7060100	Conc, Grade 3500, Subfooting	5	0	Cyd	\$2,200.00	\$0.00	\$1,000.00	\$0.00	\$2,300.50	\$0.00	\$1,250.00	\$0.00
35	7060100	Substructure Conc, Modified	42	0	Cyd	\$2,150.00	\$0.00	\$3,000.00	\$0.00	\$2,300.50	\$0.00	\$3,500.00	\$0.00
36	7117001	Railing	97	0	Ft	\$350.00	\$0.00	\$350.00	\$0.00	\$347.22	\$0.00	\$400.00	\$0.00
37	8087001	Fence, Protective (As Needed)	100	100	Ft	\$10.00	\$1,000.00	\$5.00	\$500.00	\$11.73	\$1,173.00	\$52.00	\$5,200.00
38	8107050	Project Sign	1	1	Ea	\$1,500.00	\$1,500.00	\$2,200.00	\$2,200.00	\$4,095.00	\$4,095.00	\$2,000.00	\$2,000.00
39	8130011	Riprap, Plain	420	320	Syd	\$110.00	\$35,200.00	\$230.00	\$73,600.00	\$242.25	\$77,520.00	\$226.00	\$72,320.00
40	8157050	Native Plug Plantings	3,318	3,318	Ea	\$15.00	\$49,770.00	\$6.00	\$19,908.00	\$7.01	\$23,259.18	\$6.50	\$21,567.00
41	8167012	Restoration, Bankfull Bench (As Directed)	0.30	0.30	Ac	\$15,000.00	\$4,500.00	\$43,210.00	\$12,963.00	\$42,805.35	\$12,841.61	\$50,000.00	\$15,000.00
42	8167012	Restoration, Streambank (As Directed)	3.87	3.87	Ac	\$9,500.00	\$36,765.00	\$33,450.00	\$129,451.50	\$33,420.38	\$129,336.87	\$38,000.00	\$147,060.00
43	8167012	Restoration, Native Upland Woodland Mix (As Directed)	3.24	3.24	Ac	\$5,000.00	\$16,200.00	\$70,000.00	\$226,800.00	\$21,398.93	\$69,332.53	\$22,000.00	\$71,280.00
44	8167012	Restoration, Wetland Habitat (As Directed)	1.25	1.25	Ac	\$15,000.00	\$18,750.00	\$24,325.00	\$30,406.25	\$23,989.45	\$29,986.81	\$26,000.00	\$32,500.00
45	8167012	Restoration, Maintained Lawn Areas (As Directed)	0.90	0.90	Ac	\$5,500.00	\$4,950.00	\$10,000.00	\$9,000.00	\$12,350.00	\$11,115.00	\$18,000.00	\$16,200.00
46	8507001	Bank Stabilization, Toe Wood	553	553	Ft	\$95.00	\$52,535.00	\$125.00	\$69,125.00	\$182.18	\$100,745.54	\$150.00	\$82,950.00
47	8507050	Instream Structure, Cross Vane	2	2	Ea	\$15,000.00	\$30,000.00	\$11,000.00	\$22,000.00	\$15,258.85	\$30,517.70	\$34,000.00	\$68,000.00
48	8507001	Instream Structure, Riffle	273	273	Ft	\$175.00	\$47,775.00	\$500.00	\$136,500.00	\$327.71	\$89,464.83	\$1,100.00	\$300,300.00
49	8507012	Invasive Species Control	1	1	Lsum	\$80,750.00	\$80,750.00	\$271,300.00	\$271,300.00	\$291,657.60	\$291,657.60	\$300,000.00	\$300,000.00
50	8507042	Inspection Crew Day	75	0	Wday	\$800.00	\$0.00	\$800.00	\$0.00	\$800.00	\$0.00	\$800.00	\$0.00
TOTAL BID AMOUNT						\$1,376,525.00		\$1,884,218.75		\$2,007,168.24		\$2,625,977.00	

Attended Mandatory Pre-Bid Meeting: Y or N

Y

Y

Y

Y

Signed Information Sheet: Y or N

Y

Y

Y

Y

Insurance: Y or N

Y

Y

Y

Y

Acknowledgement: Y or N

Y

Y

Y

Y

Signed Addendum: Y or N

Y

Y

Y

Y

Forms: Y or N

4 of 5

Y

Y

Y

Low Bid Meeting Specifications

Attest:

(*Bid Opening conducted via a Zoom Meeting)

Andrew Chambliss

Nellie Bert

Dennis Trantham

Dina Gates

Fatemeh Babakhani

Emily Frontera

Purchasing Manager



January 16, 2025

City of Troy
Public Works Office
4693 Rochester Rd.
Troy, Michigan, 48085

Attn: Mr. Kurt Bovensiep, Director of Public Works

Re: Firefighters Park, Sprague Drain Habitat Improvement
Proposal for Construction Services

HRC Job No. 20220482

Dear Mr. Bovensiep:

Per your request, Hubbell, Roth & Clark, Inc. (HRC) is pleased to submit this revised proposal to assist the City of Troy (City) in the construction of the Sprague Drain Habitat Improvement Grant project.

PROJECT DESCRIPTION

In late 2022, the US Environmental Protection Agency (EPA) awarded the City a \$100,000 Great Lakes Restoration Initiative (GLRI) grant under Grant Number# 00E03266 for preliminary engineering services to design the Sprague Drain Habitat Improvement project. In October 2023, the City received approval for \$901,700 under Grant Number# 00E03520 in funding to construct the project. The City advertised this project for the bids on May 20, 2024. The City received four bids, with the lowest bid amounting to \$2,060,800, which exceeds the implementation grant allocated for the construction of this project. The lowest bidder is V.I.L. Construction, Inc.

The City requested additional Great Lakes National Program Office (GLNPO) funding in July 2024 to cover the additional costs the exceed the original award amount of \$901,700. GLNPO approved the request of \$753,000 on December 3, 2024, notifying the City on December 23, 2024. The current scope of construction work is \$1,376,525.

The scope of the proposed construction services is based on the revised Grant Agreement, which includes construction administration, construction staking, material testing, full-time observation, as-built drawings, and project close out. The following breakdown of additional tasks and associated efforts are described below.

SCOPE OF SERVICES

Award the Contract (18 hours)

- ≡ Review insurance and bonds documents
- ≡ Prepare the Bid Tab and Award the contract

Construction Administration (542 hours)

- ≡ Attendance at pre-construction meeting
- ≡ Review of contractor shop drawings and submittals
- ≡ RFI's and change order documentation
- ≡ Attendance at project progress meetings
- ≡ Pay application review and approval

Construction Layout/Staking (92 hours)

HRC will prepare the construction layout and stake all proposed features, including in-stream structures and streambank stabilization, and provide cut sheets.

- ≡ This task includes a one-time layout of the proposed design. If construction stakes are lost, any additional staking will incur extra charges.

Materials Testing (22 hours)

HRC staff will be on site as needed for the following:

- ≡ Concrete and Compaction testing (if needed)

Full Time Observation (660 hours)

HRC will provide full-time observation. The construction observation time is calculated based on the number of hours included in VIL's bid, plus an additional 10%.

- ≡ VIL included 75 days for the observation crew day.

As Built Drawings and Project Close Out (84 hours)

- ≡ Redline construction drawings noting changes made during construction.
- ≡ Produce any exhibits or documents for grant closure.

Items not included:

- ≡ Re-staking of items staked. Additional staking will be on a time and materials basis.
- ≡ This proposal includes 660 hr for observation. Additional observation services will be on a time and materials basis.
- ≡ Stream restoration monitoring is not included. A separate proposal will be provided that covers engineering services for monitoring. According to EGLE permit, a minimum of five years of stream monitoring following the project completion is required. Three monitoring events shall take place:
 - Directly after construction (as-built condition),
 - In year 3,
 - In year 5.

ESTIMATED COSTS

Based on the above tasks, current estimate of costs, and our estimate of effort needed to complete this assignment, we are proposing a budget of **\$163,846.00**. Additional services and hours in excess of the above will be billed on a time and material basis. HRC will not exceed the stated initial budget without prior approval.

Thank you for the opportunity to submit this proposal. We look forward to working with the City on this project. If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



James F. Burton, P.E.
Vice President

Attachment

pc: HRC; File

Accepted By:

Signature: _____

Written Name: _____

Title: _____

Dated: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/27/2025

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 Troy Office 1175 W. Long Lake Ste. 200 Troy MI 48098-4960	CONTACT NAME: Tara Oliveres PHONE (A/C, No, Ext): (248)828-3377 FAX (A/C, No): (248)828-3741 E-MAIL ADDRESS: toloveres@vtcins.com														
INSURED V.I.L. Construction Inc. 6670 Sims Road Sterling Heights MI 48313-3725	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Valley Forge Insurance Co.</td><td>20508</td></tr><tr><td>INSURER B: Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER C: Continental Casualty Co</td><td>20443</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Valley Forge Insurance Co.	20508	INSURER B: Continental Insurance Company	35289	INSURER C: Continental Casualty Co	20443	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 25-26 Master

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	4021120578	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	4021120581	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4021120595	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A Y	4021120564	2/1/2025	2/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Leased/Rented Equipment			6018090979	2/1/2025	2/1/2026	Limit/Deductible \$390,000/\$2500
A	Limited Pollution Liability			4021120578	2/1/2025	2/1/2026	Limit: Occurrence/Aggregate \$1MIL/\$2MIL

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

Where required by written contract, City of Troy is add'l insured for General Liability (GL) as respects ongoing & completed operations on a primary & non-contributory basis and add'l insured with respects to Automobile liability. GL, Auto & Workers Comp policies include waiver of subrogation on behalf of the additional insured 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 for the additional insured, however, failure to do so will impose no liability of any kind upon the insurer or its agents or representatives.

CERTIFICATE HOLDER

Jackie.Ahlstrom@troy.mi.gov

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Alan Chandler/TOLIVE

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Workers Compensation And Employers Liability Insurance Policy Endorsement

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 on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 4 21120564

Policy Effective Date: 02/01/2025

Policy Page: 25 of 36

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** In the performance of your ongoing operations subject to such **written contract**; or
 - B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations subject to such **written contract**; or
- B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III.** But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

00020007840211205784270



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or
 2. The offense that caused the **personal and advertising injury**;
- for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

00020007840211205784271





CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating 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.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 15; Page: 1 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 4021120581

Policy Effective Date: 02/01/2025

Policy Page: 82 of 191



C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

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F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An **auto** owned by that "executive officer" or a member of that person's household; or
 - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**

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- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

**Contractors' General Liability Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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Contractors' General Liability Extension Endorsement**1. ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

Contractors' General Liability Extension Endorsement

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:



Contractors' General Liability Extension Endorsement

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
- a. on the effective date of this **Coverage Part**; or

**Contractors' General Liability Extension Endorsement**

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them 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

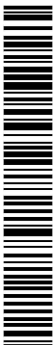
(4) explosion.

l. 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 the **Named Insured's** behalf by a subcontractor; or



Contractors' General Liability Extension Endorsement

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

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

Subject to **5.** above, \$100,000 is the most the Insurer 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 the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b.** A sidetrack agreement;
- c.** Any easement or license agreement;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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VALLEY FORGE INSURANCE COMPANY

Insured Name: V. I. L. CONSTRUCTION INC.

Policy No: 4021120578

Endorsement No: 4

Effective Date: 02/01/2025

Contractors' General Liability Extension Endorsement

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

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

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

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

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for



Contractors' General Liability Extension Endorsement

claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

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.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

Contractors' General Liability Extension Endorsement

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

- i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

- ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

- iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

Contractors' General Liability Extension Endorsement

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:**i.** add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. professional health care services on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:**a.** add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) bodily injury to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

**Contractors' General Liability Extension Endorsement**

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

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, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:



Contractors' General Liability Extension Endorsement**j. Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

Contractors' General Liability Extension Endorsement

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a.** \$500,000; or
- b.** The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

- A. LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1)** \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2)** the amount shown in the Declarations for Medical Expense Limit.



Contractors' General Liability Extension Endorsement

- B.** Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. 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;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

- A.** Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

- B.** Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

**Contractors' General Liability Extension Endorsement**

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.



Contractors' General Liability Extension Endorsement

- B.** Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A.** Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B.** Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A.** The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

**Contractors' General Liability Extension Endorsement**

2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. Other Insurance is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

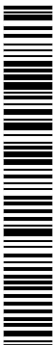
However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

00020007840211205784265





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/02/2025

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

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

PRODUCER Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861	CONTACT NAME: Certs@pciaonline.com PHONE (A/C, No, Ext): (800) 969-4041 E-MAIL ADDRESS: Certs@pciaonline.com FAX (A/C, No): (800) 969-4081																					
INSURED Hubbell Roth & Clark Inc 555 Hulet Dr Bloomfield Hills MI 48302-0360	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Hartford Casualty Insurance Co</td><td>29424</td></tr><tr><td>INSURER B:</td><td>Nutmeg Insurance Co</td><td>39608</td></tr><tr><td>INSURER C:</td><td>Trumbell Ins</td><td>27120</td></tr><tr><td>INSURER D:</td><td>XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Casualty Insurance Co	29424	INSURER B:	Nutmeg Insurance Co	39608	INSURER C:	Trumbell Ins	27120	INSURER D:	XL Specialty Insurance Company	37885	INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:** 25-26 All**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														
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C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	35WEGBS3ZA2	06/30/2025	06/30/2026	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<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						
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D	Professional Liability			DPR5044872	07/01/2025	07/01/2026	<table><tr><td>Per Claim</td><td>\$ 5,000,000</td></tr><tr><td>Ann Aggregate</td><td>\$ 10,000,000</td></tr></table>	Per Claim	\$ 5,000,000	Ann Aggregate	\$ 10,000,000										
Per Claim	\$ 5,000,000																				
Ann Aggregate	\$ 10,000,000																				

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

The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof are considered additional insured's with respects to general liability and Auto liability coverages as long as required within a written contract. Coverage is considered primary and non-contributory on the general liability coverage. 30 day written notice provided to certificate holder and additional insured's for cancellation of coverages listed. 10 day notice for nonpayment of listed policies.

CERTIFICATE HOLDER**CANCELLATION**

City of Troy Purchasing Manager 500 West Big Beaver Troy MI 48084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michael Cosgrove</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS – OPTION III

POLICY NUMBER: 35 SBW BS3ZKR

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Section **C. WHO IS AN INSURED**:

Additional Insured – Owners, Lessees Or Contractors – Completed Operations – Option III

The person(s) or organization(s) shown in the Schedule on the Declarations is an additional insured, when you have agreed in a written contract or written agreement with that person or organization to provide insurance such as is afforded under this Coverage Part to them, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule performed for that additional insured and included in the "products-completed operations hazard".

The Insurance afforded to this additional insured only applies to the extent permitted by law.



ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION – OPTION III

POLICY NUMBER: 35 SBW BS3ZKR

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization – Option III

- a.** The person(s) or organization(s) shown in the Schedule on the Declarations is an additional insured, when you have agreed in a written contract or written agreement with that person or organization to provide insurance such as is afforded under this Coverage Part to them, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

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

- b.** The Insurance afforded to this additional insured only applies to the extent permitted by law.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion is added to Section B. EXCLUSIONS:

- a.** This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is 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 Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

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

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

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

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.