

**Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications and Standard Purchasing Resolution 4: OMNIA Partners Cooperative Purchasing Contract – Police Department and Department of Public Works Streets Equipment Garage and Fleet Garage Roof Replacements, and Standard Purchasing Resolution 4: Oakland County Extended Purchasing Contract – Fleet Garage Smoke Hatch Replacements**

Resolution #2025-06-088-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** contracts for roof replacements for the Police Department and the Department of Public Works Streets Equipment Garage and Fleet Garage to the low bidder meeting specifications, *Lutz Roofing Company, Inc. of Shelby Township, MI* for an estimated combined cost of \$800,600 at unit prices contained in the bid tabulation opened May 15, 2025 a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations, and Troy City Council hereby **AWARDS** a contract to *Garland-DBS, Inc. of Cleveland, OH* as per the OMNIA Partners Cooperative Purchasing Contract #R230401 for \$1,375,065.98; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract for smoke hatch replacements for the Department of Public Works Fleet Garage to *National Restoration of Milford, MI* for an estimated cost of \$78,486 as per the Oakland County Extended Purchasing Cooperative Contract #009849 as detailed in the attached proposal a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

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

# PURCHASE ORDER

No. 2026-00000012  
DATE: 07/08/2025  
PAGE: 1 of 1  
FOB DESTINATION

Ship To

CITY OF TROY  
Building Operations  
500 W BIG BEAVER RD  
TROY, MI 48084

Bill To

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

VENDOR NO. 109254

Vendor

LUTZ ROOFING CO, INC  
4721 22 MILE RD  
SHELBY TWP, MI 48317

EXPIRATION DATE  
06/30/2026  
COUNCIL RESOLUTION  
2025-06-088-J-4c

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	Single Year Construction - Police Department - Roof Replacement	409,600.0000	\$409,600.00
1	Lump Sum	Single Year Construction - DPW SEC 3 - Streets Garage Roof Replacement	156,400.0000	\$156,400.00
1	Lump Sum	Single Year Construction - DPW SEC 2 - Fleet Garage Roof Replacement Provide all labor, related equipment, materials, tools and supervision necessary for the complete removal/replacement of the existing roofs at the Troy Police and DPW Buildings as per all bid specifications of ITB-COT 25-16. Garland/DBS, Inc. shall provide all roofing materials.	234,600.0000	\$234,600.00



Entered By: Emily Frontera

\$800,600.00

## Special Instructions:

CITY COUNCIL AWARD DATE: 6/9/2025 Contract for ROOF REPLACEMENTS AT POLICE DEPARTMENT AND DPW SECTIONS 2 (Fleet) & 3 (Streets) in accordance with the specifications and completion date of ITB-COT 25-16. 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.

BID TABULATION  
CITY OF TROY  
ROOF REPLACEMENTS - POLICE AND DPW BUILDINGS

Vendor Name:	Renova One	Lutz Roofing Company, Inc.	JD Candler Roofing Co.	Royal Roofing Co. Inc.	Schena Roofing & Sheet Metal Co. Inc.
City:	Troy, MI	Shelby Twp., MI	St. Hgts., MI	Orion, MI	Chesterfield, MI
Check #:	2018692475	1167930146	92139231	2018561750	2018717420
Check Amount:	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000

**PROPOSAL: TO PROVIDE LABOR, MATERIALS, RELATED EQUIPMENT, TOOLS AND SUPERVISION NECESSARY FOR THE COMPLETE REPLACEMENT OF THE ROOF AT POLICE AND THE DPW.**

<b>PROPOSAL 1: Police Building Replacement</b>					
Police Building Base Bid Labor:	\$347,426.00	\$409,600.00	\$500,000.00	\$528,900.00	\$760,050.00
Materials:	\$614,744.35	\$603,425.30	\$601,854.40	\$974,603.10	\$468,507.37
<b>Police Building Labor, Materials &amp; Shipping:</b>	<b>\$962,170.35</b>	<b>\$1,013,025.30</b>	<b>\$1,101,854.40</b>	<b>\$1,503,503.10</b>	<b>\$1,228,557.37</b>
<b>PROPOSAL 2: DPW Building - Sections 2 &amp; 3 Roof Replacement</b>					
DPW Building (Sections 2 & 3) Base Bid Labor:	\$520,592.00	\$391,000.00	\$600,000.00	\$532,300.00	\$772,555.00
Materials:	\$952,886.38	\$771,640.68	\$772,975.90	\$1,109,983.64	\$856,543.95
<b>DPW Building (Sections 2 &amp; 3) Labor, Materials &amp; Shipping:</b>	<b>\$1,473,478.38</b>	<b>\$1,162,640.68</b>	<b>\$1,372,975.90</b>	<b>\$1,642,283.64</b>	<b>\$1,629,098.95</b>
<b>DISCOUNT IF BOTH PROJECTS AWARDED TO SAME CONTRACTOR:</b>					
	(\$32,148.00)	\$0.00	\$0.00	\$0.00	\$0.00
<b>GRAND TOTAL - PROPOSALS A &amp; B:</b>	<b>\$2,403,500.73</b>	<b>\$2,175,665.98</b>	<b>\$2,474,830.30</b>	<b>\$3,145,786.74</b>	<b>\$2,857,656.32</b>

**LINE ITEM COST: Should additional work be determined necessary once roofing is removed, the following prices are to be used as unit costs per determined quantity during construction.**

Wood Blocking Replacement:	LF	\$7.50	\$6.00	\$7.50	\$6.00	\$4.50
Metal Decking Replacement:	SF	\$40.00	\$13.00	\$12.00	\$15.00	\$14.50
Drain Replacement:	EA	\$2,000.00	\$2,750.00	\$3,500.00	\$2,500.00	\$1,800.00

<b>POLICE ROOF REPLACEMENT MATERIALS:</b>									
Product #	Product Name	Unit/Size	Coverage Rate	Unit Cost	Police Quantity	Police Quantity	Police Quantity	Police Quantity	Police Quantity
7347	InsuLock HR	Kit	600 sq. ft.	\$492.03	42	47	50	75	80
4411-80-P	FlexBase Plus 80	Roll	100 sq. ft.	\$273.24	308	325	250	325	300
4901	StressPly Legacy Smooth	Roll	100 sq. ft.	\$424.71	249	275	250	265	300
4902	StressPly Legacy FR Mineral	Roll	75 sq. ft.	\$447.48	60	100	30	95	36
7305-5-S	GreenLock Plus Adhesive	Pail	5 gal.	\$499.95	497	476	600	549	300
7306-3-S	GreenLock plus Flashing Adhesive	Pail	3.5 gal.	\$421.74	64	76	45	85	10
7110-5	Flashing Bond	Pail	5 gal.	\$147.51	60	66	30	15	10
7421-5	SilverShield	Pail	5 gal.	\$365.31	25	8	15	30	10
7425-5	SilverFlash	Pail	5 gal.	\$216.81	30	14	15	26	10
4840-6	GarMesh	Roll	150' x 6"	\$85.14	20	20	10	20	20
2143	Seal-Tite Pitch Pocket Sealer	Box	4 - 2L bags	\$380.16	0	5	20	10	10
COPE22KYN14	RMer Edge Coping: 12" – 16"	LF		\$16.83	1,050	0	950	0	0
COPE22KYN22	RMer Edge Coping: 16.01" – 24"	LF		\$21.93	0	0	0	0	20
COPE22KYN46	RMer Edge Coping: 24.01" – 48"	LF		\$31.72	0	780	0	0	540
CCMT50KYN14	12" – 16" Mitered Corner	Each		\$275.83	14	0	25	0	0
CCTE50KYN14	12"-16" Tee	Each		\$545.37	0	0	10	0	0
CCTR50KYN14	12"-16" Transition	Each		\$428.45	110	0	10	0	0
CCMT50KYN22	16.01" – 24" Mitered Corner	Each		\$335.03	0	0	0	0	0
CCTE50KYN22	16.01" – 24" Tee	Each		\$662.24	0	0	0	0	0
CCTR50KYN22	16.01" – 24" Transition	Each		\$497.00	0	0	0	670	0
CCMT50KYN46	24.01" – 48" Mitered Corner	Each		\$509.46	0	10	3	11	6
CCTE50KYN46	24.01" – 48" Tee	Each		\$1,009.56	0	0	3	0	0
CCTR50KYN46	24.01" – 48" Transition	Each		\$758.83	0	0	3	6	1
DRIPZ22	Rmer Drip Edge	LF		\$19.22	0	36	0	310	430
4131	Flat-Stock "Standard Color"	24 gallon	4' x 10'	\$155.00	0	20	15	20	0
Shipping		LS		\$7,000.00	1	1	1	1	1
<b>Total Police Building Materials &amp; Shipping:</b>					<b>\$614,744.35</b>	<b>\$ 603,425.30</b>	<b>\$ 601,854.40</b>	<b>\$ 974,603.10</b>	<b>\$ 468,507.37</b>

BID TABULATION  
CITY OF TROY  
ROOF REPLACEMENTS - POLICE AND DPW BUILDINGS

ITB-COT 25-16  
Pg. 2 of 2

Vendor Name:	Renova One	Lutz Roofing Company, Inc.	JD Candler Roofing Co.	Royal Roofing Co. Inc.	Scena Roofing & Sheet Metal Co. Inc.
City:	Troy, MI	Shelby Twp., MI	St. Hgts., MI	Orion, MI	Chesterfield, MI

**DPW ROOF REPLACEMENT (Sections 2 & 3) MATERIALS:**

Product #	Product Name	Unit/Size	Coverage Rate	Unit Cost	DPW Quantity	DPW Quantity	DPW Quantity	DPW Quantity	DPW Quantity
7347	InsuLock HR	Kit	600 sq. ft.	\$492.03	65	70	70	110	95
4411-80-P	FlexBase Plus 80	Roll	100 sq. ft.	\$273.24	420	425	370	450	400
4901	StressPly Legacy Smooth	Roll	100 sq. ft.	\$424.71	387	400	370	400	400
4902	StressPly Legacy FR Mineral	Roll	75 sq. ft.	\$447.48	44	50	20	55	45
7305-5-S	GreenLock Plus Adhesive	Pail	5 gal.	\$499.95	739	698	850	802	930
7306-3-S	GreenLock plus Flashing Adhesive	Pail	3.5 gal.	\$421.74	104	86	30	53	15
7110-5	Flashing Bond	Pail	5 gal.	\$147.51	60	30	30	15	10
7421-5	SilverShield	Pail	5 gal.	\$365.31	66	6	10	23	10
7425-5	SilverFlash	Pail	5 gal.	\$216.81	15	10	10	18	10
4840-6	GarMesh	Roll	150' x 6"	\$85.14	25	15	5	17	20
2143	Seal-Tite Pitch Pocket Sealer	Box	4 - 2L bags	\$380.16	0	1	5	4	5
COPE22KYN14	RMer Edge Coping: 12" – 16"	LF		\$16.83	380	0	0	0	0
COPE22KYN22	RMer Edge Coping: 16.01" – 24"	LF		\$21.93	230	580*	0	0	560
COPE22KYN46	RMer Edge Coping: 24.01" – 48"	LF		\$31.72	0	0	0	0	0
CCMT50KYN14	12" – 16" Mitered Corner	Each		\$275.83	2	0	0	0	0
CCTE50KYN14	12"-16" Tee	Each		\$545.37	0	0	0	0	0
CCTR50KYN14	12"-16" Transition	Each		\$428.45	40	0	0	0	0
CCMT50KYN22	16.01" – 24" Mitered Corner	Each		\$335.03	2	4	0	0	0
CCTE50KYN22	16.01" – 24" Tee	Each		\$662.24	0	0	0	0	0
CCTR50KYN22	16.01" – 24" Transition	Each		\$497.00	24	0	0	550	4
CCMT50KYN46	24.01" – 48" Mitered Corner	Each		\$509.46	0	0	0	2	0
CCTE50KYN46	24.01" – 48" Tee	Each		\$1,009.56	0	0	0	0	0
CCTR50KYN46	24.01" – 48" Transition	Each		\$758.83	0	0	0	4	0
DRIPZ22	Rmer Drip Edge	LF		\$19.22	450	440*	500	410	210
4131	Flat-Stock "Standard Color"	24 gallon	4' x 10'	\$155.00	710	4	10	15	0
Shipping		LS	1	\$10,000.00	1	1	1	1	1
<b>Total DPW Building (Sections 2 &amp; 3) Materials &amp; Shipping:</b>					<b>\$952,886.38</b>	<b>\$ 771,640.68</b>	<b>\$ 772,975.90</b>	<b>\$ 1,109,983.64</b>	<b>\$ 856,543.95</b>
* Qty adjusted mat'l in 10ft increments									

Proposal 1: Police - Anticipated State Date & Duration:	07/14/25, 6-8 week duration	Sept./Oct.	9/8/2025, 6 weeks	Fall 2025/20 working days	Not Specified
Warranty:	30 yr. material, 3 yr. workmanship	30-year Garland NDL	30 year	3 yr. workmanship	30 yr. Garland
Proposal 2: DPW - Anticipated State Date & Duration:	09/14/25, 6-8 week duration	Oct./Nov.	8/18/2025 5 weeks	Fall 2025/20 working days	Not Specified
Warranty:	30 yr. material, 3 yr. workmanship	30-year Garland NDL	30 year	3 yr. workmanship	30 yr. Garland
Attended Mandatory Pre-Bid Meeting:	Y or N	Y	Y	Y	Y
Completed Bid Compliance Form:	Y or N	Y	Y	Y	Y
Contact Information Provided:	Y or N	Y	Y	Y	Y
Proposed Payment Schedule:	Monthly Pyts via AIA document	Monthly Pyts Net 30	Net 30 days Progress Pyts	Not Specified	30th of each month
References:	Y or N	Y	Y	Y	Y
Insurance:	Y or N	Y	Y	Y	Y
Exceptions:		None	None	Asbestos Removal, Interior Protection, Lifting of skylight/ smokehatches	None
Acknowledgement:	Y or N	Y	Y	Y	Y
Signed Addendums:	Y or N	Y	Y	Y	1 of 2
Forms:	Y or N	Y	N	Y	Y

**No Bid -** Great Lakes Systems, Inc  
Henry, a Carlisle Company  
RAM Construction Services  
Schreiber Corporation

**Attest:**

(\*Bid Opening conducted via a Zoom Meeting)

Dennis Trantham  
Joe Lagarde  
Brad Konvolinka  
Andrew Chambliss  
Nellie Bert  
Dina Gates

Emily Frontera  
Purchasing Manager





**CITY OF TROY  
BID PROPOSAL**

ITB-COT 25-16  
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The undersigned proposes to **COMPLETE THE ROOF REPLACEMENTS FOR THE CITY OF TROY POLICE AND DPW BUILDING SECTIONS 2 & 3** in accordance with the attached bid specifications that are to be considered an integral part of this proposal, at the following prices:

**COMPANY NAME:** Lutz Roofing Company, Inc.

The bid document contains the following sections:

Instructions to Bidders (3 pages)	Consent of Surety - Sample (1 page)
Bid Proposal (11 pages)	Bid Drawings and Scope of Work (4 pages)
Bid Forms (5 Forms)	General Conditions (17 pages)
Contract Forms (4 Forms)	Modified Bituminous Roof Membrane (19 pages)
Public Act 57 (2 pages)	Roof Manufacturers Field Services (6 pages)
Performance Bond (1 page)	Edge Metal, Sheet Metal, Flashing (9 pages)
Labor & Material Bond (1 page)	Data Sheets (17 pages)
Maintenance & Guarantee Bond (2 pages)	Details (20 pages)
Sample Insurance Certificate & Endorsements (4 pages)	Statement of No Bid (1 page)

**PROPOSALS:**

The undersigned, as bidder, proposes to furnish all materials and labor necessary to complete the replacement as described below and in strict accordance to the plans and specifications dated 3-24-25. I, the undersigned, having familiarized myself with the attached Contract Documents do hereby propose to furnish all labor, equipment, materials, drayage, tolls, supervision, etc. and to complete all work as specified in these Documents and Specifications. By my submission of this Bidding Proposal, I acknowledge the receipt of the Package containing the following: General Conditions & Requirements, General Instructions to Bidders, Detailed Specifications, Detailed Rooftop Diagrams, and Detailed Specification Drawings. To provide supervision, labor, materials and equipment for roof repairs of the following items, per the attached:

The City has elected to utilize the *Omnia Partners* Bid process; the below pricing does not include materials supplied by Garland. Garland materials are to be identified on the *Omnia Partners* Bid Form Part B Material List and will be incorporated into the final bid.

**LOCATION(S):**

The Troy Police Building  
The Troy DPW Building Sections 2 & 3

500 W Big Beaver, Troy, MI 48084  
4693 Rochester Rd. Troy MI 48085

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 acknowledges receipt of the following addenda:

No. <u>1</u>	DATED: <u>5/1/2025</u>
No. <u>2</u>	DATED: <u>5/12/025</u>
No. _____	DATED: _____

## **BID FORM PART A**

**Provide all labor, materials, related equipment, tools and supervision necessary for the complete replacement of the roof at Police and the DPW as per all work herein described.**

### **PROPOSAL 1: Police Building Roof Replacement**

**BASE BID AMOUNT:** Four Hundred Nine Thousand Six Hundred **DOLLARS (\$** 409,600.00 **)**

### **PROPOSAL 2: DPW Building – Sections 2 & 3 Roof Replacement**

**BASE BID AMOUNT:** Three Hundred Ninety-One Thousand **DOLLARS (\$** 391,000.00 **)**

Should the same contractor be awarded both the Police Roof AND the DPW Building Sec 2 & 3 Roof Projects, Contractor shall deduct the following amount from the sum of both bid amounts as a discount:

**BOTH PROJECT DEDUCT:** N/A **DOLLARS (\$** N/A **)**

Should additional work be determined necessary once roofing is removed, the following prices are to be used as *unit costs* per determined quantity during construction.

#### **LINE-ITEM COST:**

**Wood Blocking Replacement:** \$ 6.00 / LF

**Metal Decking Replacement:** \$ 13.00 / SF

**Drain Replacement:** \$ 2,750.00 / EA

**\*\*\*NOTE:** In the pricing above: Contractor is to **exclude** Garland supplied materials pertaining to the Omnia Partners Government Purchasing Alliance's Program. Contractor is to supply with bid submission using the form included on page 3 and identifying the *quantity* of Garland supplied materials anticipated for the project. The City of Troy will purchase the Garland materials under a separate contract.

**Anticipated City Council Award Date is June 9, 2025**

#### **PROPOSAL 1: POLICE**

Proposed start date and duration based on an award date of June 9, 2025 with project target completion no later than November 15, 2025. Project can begin immediately upon "Notice to Proceed".

**ANTICIPATED START DATE (approximate) & DURATION:** September/October

**STATE WARRANTY:** 30-year Garland NDL

#### **PROPOSAL 2: DPW SECTIONS 2 & 3:**

Proposed start date and duration based on an award date of June 9, 2025 with project target completion no later than June 1, 2026. **Note: DPW Project cannot commence until July 1, 2025.**

**ANTICIPATED START DATE (approximate) & DURATION:** October/November

**STATE WARRANTY:** 30-year Garland NDL

**COMPANY NAME:** Lutz Roofing Company, Inc.



## **Bid Form - Part B - REVISED**

It is the intent of the City of Troy ("Agency") to purchase materials for the City of Troy Police Department Roof Project ("Project") located at 500 W. Big Beaver, Troy, MI and City of Troy DPW Building ("Project") located at 4693 Rochester Road, Troy, MI directly from Garland Inc., based upon the Agency's participation in the Omnia Partners Government Purchasing Alliance's program for Roofing Supplies and Related Products and Services, as priced by and awarded to Garland/DBS, Inc., resulting from the competitively solicited Sealed Bid #PW-1925 issued by the Racine County Board of Commissioners.

As a bidder on the Project, you are required to fill in your order quantities for the following materials as listed below:

Product #	Product Name	Unit / Size	Coverage Rate	POLICE QTY	DPW QTY
7347	InsuLock HR	Kit	600 sf	47	70
4144-80-P	FlexBase Plus 80	Roll	100 sf	325	425
4901	StressPly Legacy Smooth	Roll	100 sf	275	400
4902	StressPly Legacy FR Mineral	Roll	75 sf	100	50
7305-5-S	GreenLock Plus Adhesive	Pail	5 gal	476	698
7306-3-S	GreenLock plus Flashing	Pail	3.5 gal	76	86
7110-5	Flashing Bond	Pail	5 gal	66	30
7421-5	SilverShield	Pail	5 gal	8	6
7425-5	SilverFlash	Pail	5 gal	14	10
4840-6	GarMesh	Roll	150' x 6"	20	15
2143	Seal-Tite Pitch Pocket Sealer	Box	4 – 2L bags	5	1
COPE22KYN14	RMer Edge Coping: 12" – 16"	lf			
COPE22KYN22	RMer Edge Coping: 16.01" – 24"	lf			576
COPE22KYN46	RMer Edge Coping: 24.01" – 48"	lf		780	
CCMT50KYN14	12" – 16" Mitered Corner	each			
CCTE50KYN14	12"-16" Tee	each			
CCTR50KYN14	12"-16" Transition	each			
CCMT50KYN22	16.01" – 24" Mitered Corner	each			4
CCTE50KYN22	16.01" – 24" Tee	each			
CCTR50KYN22	16.01" – 24" Transition	each			
CCMT50KYN46	24.01" – 48" Mitered Corner	each		10	
CCTE50KYN46	24.01" – 48" Tee	each			
CCTR50KYN46	24.01" – 48" Transition	each			
<b>DRIPZ22</b>	<b>RMer Drip Edge</b>	<b>lf</b>		36	432
4131	Flat-Stock "Standard Color"	24 ga.	4' x 10'	20	4

Company Name: Lutz Roofing Company, Inc.

**PLEASE NOTE:**

1. It is the responsibility of the bidder to obtain any product-related information and pricing from the Garland representative prior to bid submission.
2. The bidder takes full responsibility for the material quantities entered above. Any additional materials required to complete the Project, over and above the quantities submitted by the bidder in this addendum, will be billed to the bidder directly and will not be the responsibility of the Agency.
3. Material quantities will be cross-referenced to an expected Project take-off to verify accuracy. Any bids that have material quantities substantially below or above the anticipated requirements for the Project will be rejected unless a detailed explanation is provided.

**PLEASE NOTE:**

1. It is the responsibility of the bidder to obtain any product-related information and pricing from the Garland representative prior to bid submission.
2. The bidder takes full responsibility for the material quantities entered above. Any additional materials required to complete the Project, over and above the quantities submitted by the bidder in this addendum, will be billed to the bidder directly and will not be the responsibility of the Agency.
3. Material quantities will be cross-referenced to an expected Project take-off to verify accuracy. Any bids that have material quantities substantially below or above the anticipated requirements for the Project will be rejected unless a detailed explanation is provided.

**BID COMPLIANCE FORM**

The owner has established a level of minimum performance for the roof system components and manufacture involvement for this project. This minimum standard of quality has been established to protect the long-term interest of the City of Troy, MI. Substandard performance or incomplete information for any of the following criteria will result in a non-compliant bid.

**ROOF MANUFACTURE AND SYSTEM QUALIFICATION FORM**

- |     |   |                                      |  |
|-----|---|--------------------------------------|--|
| 1.  | PREBID ATTENDENCE   | <input checked="" type="radio"/> YES | <input type="radio"/> NO               |
| 2.  | PRIMARY ROOF SYSTEM MFG.                                  | <u>Garland</u>                       |  |
| 3.  | ROOF SYSTEM MFG ISO 9002 CERTIFICATION                    | <input checked="" type="radio"/> YES | <input type="radio"/> NO               |
| 4.  | ROOF SYSTEM MFG CURRENT RATIO OF ASSETS TO LIABILITIES    | <u>5:1</u>                           |  |
| 5.  | ROOF SYSTEM MFG WARRANTY CLAIMS VS PERCENT OF SALE        | <u>&lt; 1%</u>                       |  |
| 6.  | ROOF SYSTEM MFG NUMBER OF YEARS IN BUSINESS               | <u>195</u>                           |  |
| 7.  | ROOF SYSTEM MFG DUN & BRADSTREET RATING                   | <u>5A</u>                            |  |
| 8.  | ROOF SYSEM MFG. NON PRO-RATED WARRANTY TERM (replacement) | 20                                   | 25 <input checked="" type="radio"/> 30 |
| 9.  | ROOF SYSTEM MFG. INSPECTIONS (3/WK) & WRITTEN REPORTS     | <input checked="" type="radio"/> YES | <input type="radio"/> NO               |
| 10. | ROOF SYSTEM MFG. ROUTINE INSPECTIONS & WRITTEN REPORTS    | <input checked="" type="radio"/> YES | <input type="radio"/> NO               |
| 11. | PROPOSED MEMBRANE MEETS EVERY CRITERIA OF SPECIFICATIONS? | <input checked="" type="radio"/> YES | <input type="radio"/> NO               |
| 12. | ROOF MEMBRANE MATERIAL THICKNESS IN MILS (not adhesive)   | <u>225</u>                           | MILS                                   |
| 13. | MATERIAL QUANTITIES FOR PURCHASE THROUGH OMNIA CO-OP?     | <input checked="" type="radio"/> YES | <input type="radio"/> NO               |

**ROOF CONTRACTOR QUALIFICATION QUESTIONARE**

- |     |   |                                      |                          |
|-----|---|--------------------------------------|--------------------------|
| 14. | 12 YEARS OF COMMERCIAL ROOF EXPERIENCE            | <input checked="" type="radio"/> YES | <input type="radio"/> NO |
| 15. | 5 YEARS EXPERIENCE WITH PRODUCTS APPLICATIONS BID | <input checked="" type="radio"/> YES | <input type="radio"/> NO |

COMPANY NAME: Lutz Roofing Company, Inc.



**UNIT PRICES :**

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

**PREVAILING WAGE PROJECT:**

This is not a prevailing wage project.

**MANDATORY PRE-BID MEETING:**

**Mandatory Pre-Bid Meeting** will be held on **MONDAY, APRIL 28, 2025 at 1:00 pm at the Troy DPW Building – Training Room, located at 4693 Rochester Road, Troy, MI 48085.** The meeting will be held with prospective bidders to answer and/or clarify questions regarding bid specifications and site plans. Meeting will then proceed to Sections 2 and 3 of the DPW and the Police Department. All interested parties must attend the meeting, if a bidder fails to attend they will be considered nonresponsive and no longer eligible for award.

**SITE INSPECTIONS:**

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

**PERMITS:**

All work performed must meet City and State Code. The Contractor shall obtain all applicable and required permits and arrange for inspections. Applicable permits may be obtained by going to the City of Troy Building Department located on the second floor of City Hall. All Permit fees will be waived.

**DESIGNATED CITY REPRESENTATIVE:**

Dennis Trantham, Deputy Public Works Director, [Dennis.Trantham@troymi.gov](mailto:Dennis.Trantham@troymi.gov)

**ADDITIONAL INFORMATION:**

For additional information or questions concerning this project, please contact Mr. Dennis Trantham, Deputy Public Works Director at [dennis.trantham@troymi.gov](mailto:dennis.trantham@troymi.gov) between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.

**BID DEPOSIT AND FORFEITURE:**

The bid deposit of the lowest bidder shall be forfeit if, after bid opening, a change in the bid price or other provision of the bid is required by the bidder that is prejudicial to the interest of the City of Troy or fair competition. Failure to submit a PDF copy of the bid deposit check may result in rejection of the submitted proposal as non-responsive or incomplete.

**DOWNPAYMENTS AND PREPAYMENTS:**

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

**DELIVERY:**

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

**CONTACT INFORMATION:**

Contact Name: Joe Sekula

Hours of operation: 6am-4pm 24 Hr. Contact Phone No. 586-739-1148

**COMPLETION DATE:**

The contractor(s) awarded the project shall complete the work within thirty (30) days from notice to proceed and/or complete by the date of **November 15, 2025 for Proposal 1** and **June 1, 2026 for Proposal 2.**

COMPANY NAME: Lutz Roofing Company, Inc.

**LOCAL PREFERENCE:**

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

**AWARD:**

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

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

**PURCHASE ORDER:**

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

**BID FORMS FOR SUBMITTAL:**

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

**CONTRACT TERMINATION:**

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

**TERMINATION FOR CONVENIENCE:**

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

**PROGRESS PAYMENTS:**

The City of Troy will consider a progress payment schedule for work as completed in accordance with specifications. (See General Conditions, Section 2.11; page 12 of 17). The Owner or Project Construction Manager will have final approval of the schedule as presented. No payments for work will be made until the designated City representative approves the work as complete in accordance with specifications. Prior to release of the final payment, consent of surety document (A1A Document G707) will be required and signed by the surety Company. The City of Troy reserves the right to reject the payment schedule if deemed necessary, and determine the final schedule.

Proposed Payment

Schedule \_\_\_\_\_ Monthly Payments Net 30 \_\_\_\_\_

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

COMPANY NAME: \_\_\_\_\_ Lutz Roofing Company, Inc. \_\_\_\_\_

**REFERENCES:**

The City of Troy requires that your company list at least three (3) locations, listing names of owners, addresses, and phone numbers where they have recently completed similar work in the past three (3) years.

OWNER: Corewell Health- Royal Oak  
ADDRESS: 3601 13 Mile Road, Royal Oak, MI  
PHONE: 586-778-2007 CONTACT: Rusty Stepanenko  
EMAIL: rusty.stepanenko@corewellhealth.org

OWNER: City of Southgate  
ADDRESS: 14400 Dix Toledo Road, Southgate, MI  
PHONE: 734-341-9477 CONTACT: Jerry Stacy  
EMAIL: jstacy@southgatemi.gov

OWNER: City of Flint  
ADDRESS: Flint, MI  
PHONE: 810-766-7340 CONTACT: Lauren Rowley  
EMAIL: lrowley@cityofflint.com

**MICHIGAN CONSTRUCTION LIEN ACT:**

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

**PUBLIC ACT 57:**

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

**BOND SUBMITTAL:**

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

**SUBCONTRACTORS:**

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

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

COMPANY NAME: Lutz Roofing Company, Inc.

**COMPLETION SCHEDULE:**

The work shall commence upon City Council Approval. A work schedule shall be provided to Mr. Dennis Trantham, Deputy Public Works Director. The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. The contractor is required to start the project within 10 working days after notification to proceed.

**IMPORTANT INFORMATION:**

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

COMPANY NAME: Lutz Roofing Company, Inc.



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

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

- (X) We can meet the specified insurance requirements.
- ( ) We cannot meet the specified insurance requirements.
- ( ) We do not carry the specified limits but can obtain the additional insurance coverage of \$ \_\_\_\_\_, at the cost of \$ \_\_\_\_\_.  
**NOTE:** Please note the amendments on a sample insurance certificate and attach it to your bid proposal.
- ( ) Our proposal is reduced by \$ \_\_\_\_\_ if we lower the requirement to \$ \_\_\_\_\_.  
**NOTE:** Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

**IMPORTANT:** A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements SHALL be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.

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

**OTHER:** Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

**INSURANCE VERIFICATION:**

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

**WORKERS' COMPENSATION INSURANCE,** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

**COMMERCIAL GENERAL LIABILITY INSURANCE** on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

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

COMPANY NAME: Lutz Roofing Company, Inc.

**ADDITIONAL INSURED:**

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

**CANCELLATION NOTICE:**

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

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

**PROOF OF INSURANCE COVERAGE:**

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

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

**LETTER VERIFICATION:**

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

**FINAL INSURANCE CERTIFICATE SUBMISSION:**

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

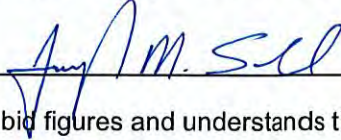
COMPANY NAME: Lutz Roofing Company, Inc.

## SIGNATURE PAGE

### PRICES:

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

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



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

TAX ID: 38-2423268

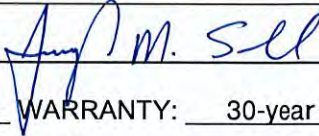
COMPANY: Lutz Roofing Company, Inc.

ADDRESS: 48563 Ryan Road CITY: Shelby Twp. STATE: MI ZIP: 48317

PHONE: (586) 739-1148 FAX NUMBER: (586) 739-7678

REPRESENTATIVE NAME: Joe Sekula

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



PAYMENT TERMS: 30 days from date of invoice WARRANTY: 30-year Garland NDL

BID CHECK INCLUDED: # 1167930146 EMAIL: jsekula@lutzroofing.com

POLICE ROOF COMPLETION: NOVEMBER 15, 2025 DPW ROOF COMPLETION: JUNE 1, 2026

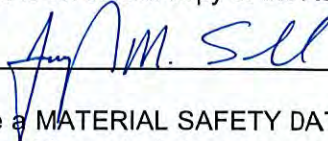
**EXCEPTIONS:** Any exceptions, substitutions, deviations, etc. from the City of Troy specifications and this bid proposal must be stated below. The reason for the exception(s), deviation(s), substitution(s), are an integral part of this bid offer.

NONE

### ACKNOWLEDGEMENT:

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

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



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

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

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





May 1, 2025

**Addendum 1**  
**ITB-COT 25-16**  
**Roof Replacement**  
**Police and DPW Building**  
Page 1 of 3

**To All Bidders:**

Please be advised that as a result of the Mandatory Pre-Bid Meeting conducted on Monday, April 28, 2025 at 1:00 PM EDT, the Purchasing Department for the City of Troy authorized the following clarification(s) and or change(s) to the specifications for ITB-COT 25-16, ROOF REPLACEMENT – POLICE AND DPW BUILDING SECTIONS 2 & 3. The clarification(s) and or change(s) will be considered an integral part of the original proposal document. The Pre-Bid Meeting was conducted at the Troy DPW.

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

- Bid Opening date and time **Thursday, May 15, 2025, at 10:00 AM E.D.T.**
- **BID DEPOSIT:** Each proposal shall be accompanied by a certified check in the amount of **\$25,000.00** payable to the City of Troy, as security for acceptance of the Contract. **A PDF version of the Cashier's Check or Money Order must be included with your Electronic Bid Submission Response.** COMPANY CHECKS or BID BONDS ARE NOT ACCEPTABLE.
- All bidders are required to examine the sites to determine the amount of work to be done in accordance with the bid specifications by attending the Mandatory Pre-bid Meeting that was conducted Monday, April 28, 2025 at 1:00 PM EDT located at the Troy DPW as detailed. An opportunity to inspect the sites was provided during the Pre-bid Meeting.
- *For ADDITIONAL INFORMATION* or specific questions concerning this project, please contact the Purchasing Department or email Emily Frontera at [e.frontera@troymt.gov](mailto:e.frontera@troymt.gov) no later than May 12, 2025, 4:00 PM.
- **COMPLETION SCHEDULE:** The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. The Police Building project must be complete by **NOVEMBER 15, 2025** and DPW Project by **JUNE 1, 2026.**
- **FINAL PAYMENT** only after final inspection by the City of Troy and acceptance of all work performed.
- **INSURANCE:** If awarded - **Insurance and Bonds** shall be submitted to the City's Purchasing Manager, and approved before work can begin.
- **FORMS:** Complete, sign and submit with your Electronic Bid Submittal the Bid Compliance Form, the Bid Forms (5 forms) and Signature Page as specified in the bid document. Failure to submit may result in the submitted proposal being rejected as non-responsive and no longer eligible for award.
- **SPECIFICATIONS:** As detailed.
  - Added – DPW Building Metal Wall Panel Detail (1 page)
  - Added – DPW Building Wind Uplift Detail (3 pages)
  - Added – Police Building Wind Uplift Detail (3 pages)



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

The Garland Company  
Roofers Local 149  
JD Candler Roofing  
Schena Roofing Co. Inc  
C & K Contracting LLC  
Renova One  
Royal Roofing Co. Inc  
Lutz Roofing Co  
Sterling Construction and Roofing  
Schreiber Corp  
Professional Contracting & Consulting Inc

**Introduced by:** Emily Frontera, Purchasing Manager  
Nellie Bert, Buyer  
Joe Lagarde, Division Supervisor-Facilities  
Matt Verhey, Area Manager, The Garland Company  
Brad Konvolinka, Area Manager, The Garland Company

**Clarifications were discussed as follows:**

Emily Frontera, Purchasing Manager gave a brief overview of the Instructions to Bidders and the requirements for bid submission.

- o City Council Award Date is June 9, 2025
- o Permits are required, but are at no charge. Contractor responsible to pull all required permits.
- o This is not a Prevailing Wage project
- o The pre-bid meeting sign-in sheet is also included with the Addendum (1 page)

Matt Verhey and Brad Konvolinka gave an overview of the bid specifications, scope of work, fee proposal forms, materials form and line items regarding wood, metal, concrete, and drain replacement.

- o Contractor required to provide anticipated start date for each proposal/location.
- o Contractor responsible to coordinate any delivery of and storage of materials until the project begins and will be responsible for storing materials over the winter if necessary.

**DPW BUILDING - Sections 2 & 3**

- 1) No new stands for the gas-lines will be required. Existing stands will be re-used
- 2) On Section 2, due to the slope and the increased height for the insulation, the North, East, and West walls shall receive a gravel stop per the details provided in lieu of the coping. Coping shall remain on the South side of Section 2
- 3) On Section 3, the South wall with the siding shall be a modified detail. The outer panel siding shall be cut approximately 14" above the decking and removed. A new 16 or 18 Ga. Galvanized metal "L" shall be installed and fastened to the decking as well as the vertical ribs of the liner panel (approximately 24" o.c). The vertical leg of the new flashing shall slip up behind the face panel. A new sill flashing shall be installed for the face panels. Roofing shall be installed as specified. At the top of the roof flashing, a termination bar shall be installed over the base and the cap, below the freshly cut face panel and sill flashing, and coursed in with mastic and tape. The face of the metal panel shall receive a flashing to conceal the cut and pop-riveted to the face. Detail/sketch provided as part of this addendum.
- 4) All curbs, units, etc not in use shall be removed, infilled with decking, and roofed over.

- 5) At areas where minimum flashing height of 8" cannot be achieved, contractor is to raise curb.
- 6) On Section 3, there are approximately 4 units that were installed with the electrical conduit penetrating the roof flashing. The City will disconnect the electrical and re-route those lines as well as reconnect. Contractor is to provide pitch pans or goose-neck flashings at those locations.
- 7) Wind Uplift forms are attached for this building as part of this addendum.

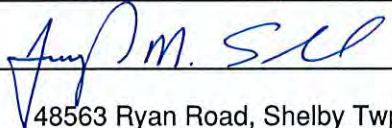
**POLICE BUILDING**

- 1) Electrical junction boxes around perimeter of the building are to remain. New pitch pans are to be installed per standard details.
- 2) The mechanical unit located in the Northwest section sits approximately 2" above the roof on an adjustable "stilt system". The contractor shall be responsible for disconnecting, raising, re-roofing beneath, resetting and reconnecting the unit.
- 3) Coping around Section B shall match closely to what is existing, short of a custom metallic color. The configuration of the coping system shall remain similar in that it will utilize a front clip (or the top of the existing panel).
- 4) Section E is to be removed from this scope of work as it was completed at the time the City Hall roof was replaced.
- 5) Staging shall not occur from the front or near the front of the main entrance/circle drive.
- 6) Wind uplift forms are attached for this building as part of this addendum.

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 25-16, CITY OF TROY ROOF REPLACEMENTS - POLICE and DPW BUILDING**. All other items in the original bid proposal remain the same. This Addendum 1 should be attached at the top of the electronic bid submission, on or before **Thursday, May 15, 2025 at 10:00 AM EDT.**

COMPANY: \_\_\_\_\_ Lutz Roofing Company, Inc. \_\_\_\_\_

NAME OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_ Joe Sekula \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  \_\_\_\_\_

ADDRESS: \_\_\_\_\_ 48563 Ryan Road, Shelby Twp. MI 48317 \_\_\_\_\_

DATE: \_\_\_\_\_ 05/15/2025 \_\_\_\_\_



May 12, 2025

**Addendum 2**  
**ITB-COT 25-16**  
**Roof Replacement**  
**Police and DPW Building**  
Page 1 of 1

**To All Bidders:**

Please be advised that the following additional questions have been received for clarification for **ITB-COT 25-16, ROOF REPLACEMENT – POLICE AND DPW BUILDING**. The clarification(s) and or change(s) will be considered an integral part of the original proposal document. The Pre-Bid Meeting was conducted at the Troy DPW.

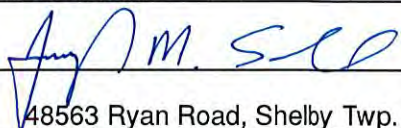
**Please see attached document(s) (2 pages) issued for clarification for questions received:**

- Garland Company Addendum #2 – Clarifications (1 page)
- **REVISED BID FORM** – (1 page) The attached replaces **Bid Form - Part B** included in the original bid document. Please use the attached **Bid Form – Part B - Revised** to submit your bid for items relating to Part B of the proposal.
  - Addition of Gravel Stop (DRIPZ22 - RMer Drip Edge)

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 25-16, CITY OF TROY ROOF REPLACEMENTS - POLICE and DPW BUILDING**. All other items in the original bid proposal remain the same. This Addendum 2 should be attached at the top of the electronic bid submission, on or before **Thursday, May 15, 2025 at 10:00 AM EDT.**

COMPANY: \_\_\_\_\_ Lutz Roofing Company, Inc.

NAME OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_ Joe Sekula

SIGNATURE: \_\_\_\_\_ 

ADDRESS: \_\_\_\_\_ 48563 Ryan Road, Shelby Twp. MI 48317

DATE: \_\_\_\_\_ 05/15/2025





## Legal Status of Bidder:

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

Lutz Roofing Company, Inc.

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

*Joe M. Sekula*

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

_____	_____
-------	-------





**CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT**


TO WHOM IT MAY CONCERN:

Joe Sekula, being duly sworn deposed, says that he/she  
(Print Full Name)

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

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

  
SIGNATURE OF PERSON SUBMITTING BID

  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 15th day of May, 2025 in and

for Macomb County.

My commission expires:

\_\_\_\_\_

SHERRY DROBEK  
Notary Public, State of Michigan  
County of Macomb  
My Commission Expires 07-01-2027  
Acting in the County of Macomb



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

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

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

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

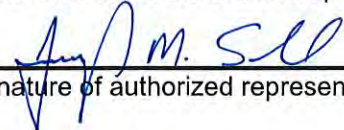
☒ I am able to certify to the above statements.

Lutz Roofing Company, Inc.

Name of Agency/Company/Firm (Please Print)

Joe Sekula - Estimator/Project Manager

Name and title of authorized representative (Please Print)

  
Signature of authorized representative

5/15/2025

Date

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





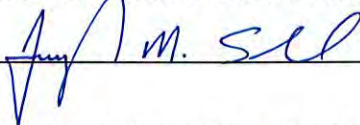
**VENDOR CERTIFICATION  
THAT IT IS NOT AN  
"IRAN LINKED BUSINESS"**

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

Vendor	
Legal Name	Lutz Roofing Company, Inc.
Street Address	48563 Ryan Road
City	Shelby Township
State, Zip	MI 48317
Corporate I.D. Number/State	236597 - Michigan
Taxpayer I.D. #	38-2423268

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:

Joe Sekula  
\_\_\_\_\_

Witness Signature:

  
\_\_\_\_\_

Printed Name of Witness:

Sherry Drobel  
\_\_\_\_\_



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

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

**List any Familial Relationships:**

NONE

**BIDDER:**

Lutz Roofing Company

By: Joe M. Sekula Joe Sekula

Its: Estimator/Project Manager

STATE OF MICHIGAN

)ss.

COUNTY OF Macomb)

This instrument was acknowledged before me on the 15th day of May, 2025, by

[Signature]

SHERRY DROBEK  
Notary Public, State of Michigan  
County of Macomb  
My Commission Expires 07-01-2027  
Acting in the County of Macomb





500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM



Date: June 2, 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  
Josh Jones, Police Chief  
Kurt Bovensiepe, Public Works Director  
Brian Varney, Fleet Operations Manager  
Mike Verstraete, Streets & Drains Operations Manager  
Dennis Trantham, Deputy Public Works Director  
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications and Standard Purchasing Resolution 4: OMNIA Partners Cooperative Purchasing Contract – Police Department and Department of Public Works Streets Equipment Garage and Fleet Garage Roof Replacements and Standard Purchasing Resolution 4: Oakland County Extended Purchasing Contract – Fleet Garage Smoke Hatch Replacements

---

### History

#### Police Department

- The Police Department is home to approximately 175 employees including sworn officers and civilian staff.
- The existing 20-year roof was installed as part of the original construction in 2003. The roof is past the end of its life and has been deferred for the last two budget cycles. Currently the roof is leaking in several areas, including mission critical areas such as dispatch.
- In 2018 a complete Facility Condition Assessment and Analysis (FCA) was conducted with replacement being recommended in 2023.

#### Streets Equipment Garage

- The Streets Equipment Garage was added on to the Department of Public Works in 1983.
- The Streets Equipment Garage houses up to 26 salt/plow trucks, 2 street sweepers, 1-2 front end loaders along with other miscellaneous equipment.
- The current roof has reached the end of life and is due for replacement.
- Replacement of the roof was identified in the Facilities Condition Assessment and Analysis.

#### Fleet Garage

- The Fleet Garage is part of the original building constructed in 1975.
- The Fleet Garage is home to 20 staff members and services over 400 pieces of equipment including vehicles, trailers, and attachments in addition to the various units that are owned by individual departments.



500 West Big Beaver  
Troy, MI 48084  
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## CITY COUNCIL AGENDA ITEM

- The garage operates 16 hours per day 5 days a week year-round.
- The current roof and smoke hatches have reached the end of life and are due for replacement.
- Replacement of the roof was identified in the Facilities Condition Assessment and Analysis.

### Purchasing

On Thursday, May 15, 2025, a bid opening was conducted as required by City Charter and Code for the Police and DPW Roof Replacements. The bid was posted on the MITN Purchasing Group website: [www.bidnetdirect.com//city-of-troy-mi](http://www.bidnetdirect.com//city-of-troy-mi). A Mandatory Onsite Pre-Bid Meeting was held Monday, April 28, 2025 at 1:00 PM at the Troy DPW and bidders were given an opportunity to inspect all roof sites. Four hundred and thirty-six (436) vendors were notified via the MITN website. Five (5) bid proposals and four (4) no bid responses were received. Below is a detailed summary of potential vendors:

Companies notified via MITN	436
Troy Companies notified via MITN	11
Troy Companies notified Active email Notification	11
Troy Companies - Active Free	0
Companies that viewed the bid	102
Troy Companies that viewed the bid	2

**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.

- The bid summary was analyzed and reviewed in conjunction with the Facilities Division.
- It is recommended to award the Police and DPW roofing projects to the low bidder meeting all bid specifications; *Lutz Roofing Company, Inc of Shelby Township, MI* as detailed in the attached bid summary.
- Renova One was not selected because they failed to meet the pre-authorized, certified installer requirement. Bid specifications required that installers be certified and pre-authorized to perform the work as required. Renova One, upon their request, was provided the information and application for certification and pre-authorization but failed to submit the necessary paperwork for review and certification.
- The roofing materials will be purchased direct from *The Garland Company, Inc.* based on the OMNIA Partners Cooperative Purchasing Contract #R230401
- Pricing for the Smoke Hatch Replacement in the Fleet Garage has been secured from *National Restoration Inc. of Milford, MI* as detailed in the attached proposal through the Oakland County Extended Purchasing Contract #009849.
- City Council authorized participation in the Cooperative Purchasing Programs on February 5, 2024 (Resolution #2024-02-031-J-5).

### Financial

Funds for the Police Department Roof Replacement are budgeted and available in the Police Capital Fund for the 2026 fiscal year. Expenditures will be charged to account number 401.301.11.305.975.010 and will not take place until the beginning of the 2026 fiscal year. A project number will be assigned at a later date when available.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Funds for the Department of Public Works Streets Equipment Garage Roof Replacement are budgeted and available in the Streets Capital Fund for the 2026 fiscal year. Expenditures will be charged to Account Number 401.449.203.975.010 and will not take place until the beginning of the 2026 fiscal year. A project number will be assigned at a later date when available.

Funds for the Department of Public Works Fleet Garage Roof and Smoke Hatch Replacement are budgeted and available in the Fleet Maintenance Capital Fund for the 2026 fiscal year. Expenditures will be charged to account number 661.571.565.975.900 and will not take place until the beginning of the 2026 fiscal year. A project number will be assigned at a later date when available.

	Lutz	Garland	National Restoration	Total
Police	\$409,600.00	\$603,425.30		\$1,013,025.30
DPW Streets	\$156,400.00	\$308,019.73		\$464,419.73
DPW Fleet	\$234,600.00	\$463,620.95	\$78,486.00	\$776,706.95
<b>Total</b>	<b>\$800,600.00</b>	<b>\$1,375,065.98</b>	<b>\$78,486.00</b>	<b>\$2, 254,151.98</b>

### **Recommendation**

City Management recommends awarding contracts for the roof replacements for the Police Department and the Department of Public Works Streets Equipment Garage and Fleet Garage to the low bidder meeting specifications, *Lutz Roofing Company, Inc. of Shelby Township, MI* for an estimated combined cost of \$800,600 at unit prices contained in the bid tabulation opened May 15, 2025 and to *Garland-DBS, Inc. of Cleveland, OH* as per the OMNIA Partners Cooperative Purchasing Contract #R230401 for \$1,375,065.98; not to exceed budgetary limitations.

City Management recommends awarding a contract for smoke hatch replacements for the Department of Public Works Fleet Garage to *National Restoration of Milford, MI* for an estimated cost of \$78,486 as per the Oakland County Extended Purchasing Cooperative Contract #009849; not to exceed budgetary limitations.

BID TABULATION  
CITY OF TROY  
ROOF REPLACEMENTS - POLICE AND DPW BUILDINGS

Vendor Name:	Renova One	Lutz Roofing Company, Inc.	JD Candler Roofing Co.	Royal Roofing Co. Inc.	Schena Roofing & Sheet Metal Co. Inc.
City:	Troy, MI	Shelby Twp., MI	St. Hgts., MI	Orion, MI	Chesterfield, MI
Check #:	2018692475	1167930146	92139231	2018561750	2018717420
Check Amount:	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000

**PROPOSAL: TO PROVIDE LABOR, MATERIALS, RELATED EQUIPMENT, TOOLS AND SUPERVISION NECESSARY FOR THE COMPLETE REPLACEMENT OF THE ROOF AT POLICE AND THE DPW.**

<b>PROPOSAL 1: Police Building Replacement</b>					
Police Building Base Bid Labor:	\$347,426.00	\$409,600.00	\$500,000.00	\$528,900.00	\$760,050.00
Materials:	\$614,744.35	\$603,425.30	\$601,854.40	\$974,603.10	\$468,507.37
Police Building Labor, Materials & Shipping:	\$962,170.35	\$1,013,025.30	\$1,101,854.40	\$1,503,503.10	\$1,228,557.37
<b>PROPOSAL 2: DPW Building - Sections 2 &amp; 3 Roof Replacement</b>					
DPW Building (Sections 2 & 3) Base Bid Labor:	\$520,592.00	\$391,000.00	\$600,000.00	\$532,300.00	\$772,555.00
Materials:	\$952,886.38	\$771,640.68	\$772,975.90	\$1,109,983.64	\$856,543.95
DPW Building (Sections 2 & 3) Labor, Materials & Shipping:	\$1,473,478.38	\$1,162,640.68	\$1,372,975.90	\$1,642,283.64	\$1,629,098.95
DISCOUNT IF BOTH PROJECTS AWARDED TO SAME CONTRACTOR:	(\$32,148.00)	\$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTAL - PROPOSALS A & B:	\$2,403,500.73	\$2,175,665.98	\$2,474,830.30	\$3,145,786.74	\$2,857,656.32

**LINE ITEM COST: Should additional work be determined necessary once roofing is removed, the following prices are to be used as unit costs per determined quantity during construction.**

Wood Blocking Replacement:	LF	\$7.50	\$6.00	\$7.50	\$6.00	\$4.50
Metal Decking Replacement:	SF	\$40.00	\$13.00	\$12.00	\$15.00	\$14.50
Drain Replacement:	EA	\$2,000.00	\$2,750.00	\$3,500.00	\$2,500.00	\$1,800.00

<b>POLICE ROOF REPLACEMENT MATERIALS:</b>									
Product #	Product Name	Unit/Size	Coverage Rate	Unit Cost	Police Quantity	Police Quantity	Police Quantity	Police Quantity	Police Quantity
7347	InsuLock HR	Kit	600 sq. ft.	\$492.03	42	47	50	75	80
4411-80-P	FlexBase Plus 80	Roll	100 sq. ft.	\$273.24	308	325	250	325	300
4901	StressPly Legacy Smooth	Roll	100 sq. ft.	\$424.71	249	275	250	265	300
4902	StressPly Legacy FR Mineral	Roll	75 sq. ft.	\$447.48	60	100	30	95	36
7305-5-S	GreenLock Plus Adhesive	Pail	5 gal.	\$499.95	497	476	600	549	300
7306-3-S	GreenLock plus Flashing Adhesive	Pail	3.5 gal.	\$421.74	64	76	45	85	10
7110-5	Flashing Bond	Pail	5 gal.	\$147.51	60	66	30	15	10
7421-5	SilverShield	Pail	5 gal.	\$365.31	25	8	15	30	10
7425-5	SilverFlash	Pail	5 gal.	\$216.81	30	14	15	26	10
4840-6	GarMesh	Roll	150' x 6"	\$85.14	20	20	10	20	20
2143	Seal-Tite Pitch Pocket Sealer	Box	4 - 2L bags	\$380.16	0	5	20	10	10
COPE22KYN14	RMer Edge Coping: 12" - 16"	LF		\$16.83	1,050	0	950	0	0
COPE22KYN22	RMer Edge Coping: 16.01" - 24"	LF		\$21.93	0	0	0	0	20
COPE22KYN46	RMer Edge Coping: 24.01" - 48"	LF		\$31.72	0	780	0	0	540
CCMT50KYN14	12" - 16" Mitered Corner	Each		\$275.83	14	0	25	0	0
CCTE50KYN14	12"-16" Tee	Each		\$545.37	0	0	10	0	0
CCTR50KYN14	12"-16" Transition	Each		\$428.45	110	0	10	0	0
CCMT50KYN22	16.01" - 24" Mitered Corner	Each		\$335.03	0	0	0	0	0
CCTE50KYN22	16.01" - 24" Tee	Each		\$662.24	0	0	0	0	0
CCTR50KYN22	16.01" - 24" Transition	Each		\$497.00	0	0	0	670	0
CCMT50KYN46	24.01" - 48" Mitered Corner	Each		\$509.46	0	10	3	11	6
CCTE50KYN46	24.01" - 48" Tee	Each		\$1,009.56	0	0	3	0	0
CCTR50KYN46	24.01" - 48" Transition	Each		\$758.83	0	0	3	6	1
DRIPZ22	Rmer Drip Edge	LF		\$19.22	0	36	0	310	430
4131	Flat-Stock "Standard Color"	24 gallon	4' x 10'	\$155.00	0	20	15	20	0
Shipping		LS		\$7,000.00	1	1	1	1	1
Total Police Building Materials & Shipping:					\$614,744.35	\$ 603,425.30	\$ 601,854.40	\$ 974,603.10	\$ 468,507.37



BID TABULATION  
CITY OF TROY  
ROOF REPLACEMENTS - POLICE AND DPW BUILDINGS

ITB-COT 25-16  
Pg. 2 of 2

Vendor Name:	Renova One	Lutz Roofing Company, Inc.	JD Candler Roofing Co.	Royal Roofing Co. Inc.	Scena Roofing & Sheet Metal Co. Inc.
City:	Troy, MI	Shelby Twp., MI	St. Hgts., MI	Orion, MI	Chesterfield, MI

**DPW ROOF REPLACEMENT (Sections 2 & 3) MATERIALS:**

Product #	Product Name	Unit/Size	Coverage Rate	Unit Cost	DPW Quantity	DPW Quantity	DPW Quantity	DPW Quantity	DPW Quantity
7347	InsuLock HR	Kit	600 sq. ft.	\$492.03	65	70	70	110	95
4411-80-P	FlexBase Plus 80	Roll	100 sq. ft.	\$273.24	420	425	370	450	400
4901	StressPly Legacy Smooth	Roll	100 sq. ft.	\$424.71	387	400	370	400	400
4902	StressPly Legacy FR Mineral	Roll	75 sq. ft.	\$447.48	44	50	20	55	45
7305-5-S	GreenLock Plus Adhesive	Pail	5 gal.	\$499.95	739	698	850	802	930
7306-3-S	GreenLock plus Flashing Adhesive	Pail	3.5 gal.	\$421.74	104	86	30	53	15
7110-5	Flashing Bond	Pail	5 gal.	\$147.51	60	30	30	15	10
7421-5	SilverShield	Pail	5 gal.	\$365.31	66	6	10	23	10
7425-5	SilverFlash	Pail	5 gal.	\$216.81	15	10	10	18	10
4840-6	GarMesh	Roll	150' x 6"	\$85.14	25	15	5	17	20
2143	Seal-Tite Pitch Pocket Sealer	Box	4 - 2L bags	\$380.16	0	1	5	4	5
COPE22KYN14	RMer Edge Coping: 12" – 16"	LF		\$16.83	380	0	0	0	0
COPE22KYN22	RMer Edge Coping: 16.01" – 24"	LF		\$21.93	230	580*	0	0	560
COPE22KYN46	RMer Edge Coping: 24.01" – 48"	LF		\$31.72	0	0	0	0	0
CCMT50KYN14	12" – 16" Mitered Corner	Each		\$275.83	2	0	0	0	0
CCTE50KYN14	12"-16" Tee	Each		\$545.37	0	0	0	0	0
CCTR50KYN14	12"-16" Transition	Each		\$428.45	40	0	0	0	0
CCMT50KYN22	16.01" – 24" Mitered Corner	Each		\$335.03	2	4	0	0	0
CCTE50KYN22	16.01" – 24" Tee	Each		\$662.24	0	0	0	0	0
CCTR50KYN22	16.01" – 24" Transition	Each		\$497.00	24	0	0	550	4
CCMT50KYN46	24.01" – 48" Mitered Corner	Each		\$509.46	0	0	0	2	0
CCTE50KYN46	24.01" – 48" Tee	Each		\$1,009.56	0	0	0	0	0
CCTR50KYN46	24.01" – 48" Transition	Each		\$758.83	0	0	0	4	0
DRIPZ22	Rmer Drip Edge	LF		\$19.22	450	440*	500	410	210
4131	Flat-Stock "Standard Color"	24 gallon	4' x 10'	\$155.00	710	4	10	15	0
Shipping		LS	1	\$10,000.00	1	1	1	1	1
<b>Total DPW Building (Sections 2 &amp; 3) Materials &amp; Shipping:</b>					<b>\$952,886.38</b>	<b>\$ 771,640.68</b>	<b>\$ 772,975.90</b>	<b>\$ 1,109,983.64</b>	<b>\$ 856,543.95</b>
* Qty adjusted mat'l in 10ft increments									

Proposal 1: Police - Anticipated State Date & Duration:					07/14/25, 6-8 week duration	Sept./Oct.	9/8/2025, 6 weeks	Fall 2025/20 working days	Not Specified
Warranty:					30 yr. material, 3 yr. workmanship	30-year Garland NDL	30 year	3 yr. workmanship	30 yr. Garland
Proposal 2: DPW - Anticipated State Date & Duration:					09/14/25, 6-8 week duration	Oct./Nov.	8/18/2025 5 weeks	Fall 2025/20 working days	Not Specified
Warranty:					30 yr. material, 3 yr. workmanship	30-year Garland NDL	30 year	3 yr. workmanship	30 yr. Garland
Attended Mandatory Pre-Bid Meeting:					Y	Y	Y	Y	Y
Completed Bid Compliance Form:					Y	Y	Y	Y	Y
Contact Information Provided:					Y	Y	Y	Y	Y
Proposed Payment Schedule:					Monthly Pyts via AIA document	Monthly Pyts Net 30	Net 30 days Progress Pyts	Not Specified	30th of each month
References:					Y	Y	Y	Y	Y
Insurance:					Y	Y	Y	Y	Y
Exceptions:					None	None	None	Asbestos Removal, Interior Protection, Lifting of skylight/ smokehatches	None
Acknowledgement:					Y	Y	Y	Y	Y
Signed Addendums:					Y	Y	Y	Y	1 of 2
Forms:					Y	Y	N	Y	Y

**No Bid -** Great Lakes Systems, Inc  
Henry, a Carlisle Company  
RAM Construction Services  
Schreiber Corporation

**Attest:**

(\*Bid Opening conducted via a Zoom Meeting)

Dennis Trantham  
Joe Lagarde  
Brad Konvolinka  
Andrew Chambliss  
Nellie Bert  
Dina Gates

Emily Frontera  
Purchasing Manager

# NATIONAL RESTORATION INC

RECIPIENT OF THE GOVERNOR'S AWARD FOR HISTORIC PRESERVATION!

---

2165 Fyke Dr.  
Milford, MI 48381  
248-802-8052 Fax 248-714-6323  
Joshf@nationalrestoration.net

It's Not Luck, Its know How!  
Licensed Builder

May 7, 2025

Mr. Joe Lagarde  
Operations Supervisor, Facilities  
City of Troy, MI  
4693 Rochester Rd,  
Troy, MI 48085  
Cell 248-953-0652  
joe.lagarde@troymi.gov

**RE:** Troy DPW Smoke Hatches in Garage

Mr. Lagarde,

Per your request, we are proposing to provide all material, labor, and equipment needed to complete the following items of work.

**Scope of Work:**

- Mobilize
- With the use of a crane, the window contractor shall:
- Remove 8 Smoke Hatches (vents) from roof with the use of a crane.
- Shall install 8 new double hung Smoke Hatches (vents) that are clear poly over white prismatic in color. They'll have 300°F fusible links with integral 48" X 96" ventilation curbs.
- A representative from National Restoration will be on site the entire time to ensure the job is done correctly.
- Flash new curbs to existing roof membrane.
- 10-year workmanship warranty to the owner.
- Old Skylight will be disposed of properly off site.
- Jobsite cleanup
- **Cost: \$78,486.00**

**Note: Fusible degree ranges from 216°-400°F need to be decided on approval from owner before Smoke Hatches or ordered**

**Exclusions:**

- Prevailing wages
- Premium time

We appreciate the opportunity to quote your work. If you have any questions or concerns,

please contact me.

Sincerely,  
Joshua Fletcher, Superintendent



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

<b>PRODUCER</b> Gompers, Cornish & Barr 22955 21 Mile Road Macomb MI 48042	<b>CONTACT</b> <b>NAME:</b> Mary Shoemaker <b>PHONE</b> (A/C, No, Ext): 586-949-2300 <b>FAX</b> (A/C, No): <b>E-MAIL</b> <b>ADDRESS:</b> mshoemaker@gcbinsurance.com
<b>INSURED</b> Lutz Roofing Company Inc. 48563 Ryan Rd. Shelby Twp. MI 48317	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> National Fire Insurance Co <b>INSURER B:</b> Continental Insurance Co. <b>INSURER C:</b> Midwest Employers Casualty <b>INSURER D:</b> Columbia Casualty Company <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 1506734656**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:	Y	Y	7036575256	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7036575239	4/1/2025	4/1/2026	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7036575242	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	EWC005394	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	Pollution Liability Errors & Omissions			7036811940	4/1/2025	4/1/2026	Each Condition \$2,000,000 Each Wrongful Act \$2,000,000 General Aggregate \$2,000,000

**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 is Additional Insured with respect to General Liability and Automobile Liability if required in a written contract or agreement with the insured. General Liability and Automobile Liability are Primary and Non-Contributory if required in a written contract or agreement with the insured. With respect to General Liability and Automobile, 10 days notice of cancellation for non-payment and 30 days notice of cancellation for any other reason.

**CERTIFICATE HOLDER****CANCELLATION**

City of Troy  
550 W. Big Beaver Road  
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

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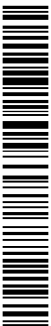
**CNA PARAMOUNT****Contractors' General Liability Extension Endorsement**

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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CNA74705XX (1-15)

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Nat'l Fire Ins Co of Hartford

Insured Name: LUTZ ROOFING COMPANY INC.

Policy No: 7036575256

Endorsement No: 6

Effective Date: 04/01/2025

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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.

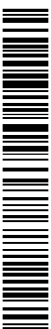
The coverage granted by this paragraph does not apply to:

- 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:

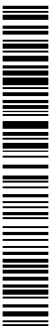
- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

**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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Nat'l Fire Ins Co of Hartford

Insured Name: LUTZ ROOFING COMPANY INC.

Policy No: 7036575256

Endorsement No: 6

Effective Date: 04/01/2025

**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

CNA74705XX (1-15)

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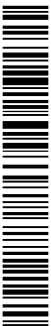
Nat'l Fire Ins Co of Hartford

Insured Name: LUTZ ROOFING COMPANY INC.

Policy No: 7036575256

Endorsement No: 6

Effective Date: 04/01/2025



**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:

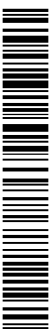
This insurance does not apply to:

**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:

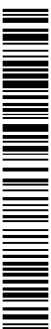
- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such 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**.

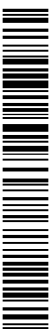
**17. MEDICAL PAYMENTS**

- 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:

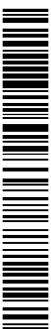
So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments 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.

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**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.

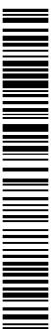
- III.** But if the **written contract** requires:

- 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**.

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**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.



CNA PARAMOUNT

**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:

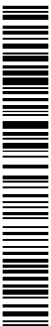
- 1.** The **bodily injury** or **property damage**; or
- 2.** The offense that caused the **personal and advertising injury**;  
for which the additional insured seeks coverage; and

**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.

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CNA75079XX (3-22)

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Nat'l Fire Ins Co of Hartford

Insured Name: LUTZ ROOFING COMPANY INC.

Policy No: 7036575256  
Endorsement No: 23  
Effective Date: 04/01/2025

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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:

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Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

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**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.