



INSTRUCTIONS TO BIDDERS

September 30, 2019

ITB-COT 19-45

Sealed bid proposals for the **NILES BARNARD RENOVATION AT TROY HISTORIC VILLAGE** will be received by the City of Troy at the office of the City Clerk, 500 W. Big Beaver Road, Troy, MI 48084 until **Thursday, November 7, 2019, at 10:00 AM E.S.T.**, after which time they will be publicly opened and read in the Troy City Offices. **Late bid submittals will not be accepted. The City does not accept bid responses via fax transmission.**

MARK ENVELOPES: **ITB-COT 19-45 NILES BARNARD RENOVATION ON THE LOWER LEFT-HAND CORNER.**

The bid proposals will be for the renovation of the Niles Barnard House in Troy, MI at Troy Historic Village as specified. Specifications are listed in the bid proposal form on file in the office of the City Clerk.

All bids shall specify terms and show delivery dates. The City reserves the right to reject any or all bids, to waive any informality in the bid proposal received, and to accept any bid proposal or part thereof, which it shall deem to be most favorable to the interests of the City.

1. Any and all bids submitted must be on the City of Troy bid proposal forms. If more than one bid is submitted, a separate bid proposal form must be used for each. Forms are enclosed or obtainable at the Purchasing Department, Troy City Hall or on the MITN (Michigan Intergovernmental Trade Network) website at www.mitn.info.
2. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful bidder(s) with tax exemption certificates when requested.

The following exception shall apply to installation projects, when sales tax is charged to the successful bidder(s) for materials to be installed during the project, that cost shall be included in the unit cost bid and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

3. All materials are to be F.O.B. delivered freight paid to various work sites within the City of Troy.
4. If further information regarding this bid is required, please contact the Purchasing Department at (248) 680-7291.
5. **VENDOR CHANGES OR ALTERATIONS TO BID DOCUMENTS INCLUDING SPECIFICATIONS MAY RESULT IN A BID BEING CONSIDERED NON-RESPONSIVE.** The only authorized vendor changes to a bid document will be in the areas provided for a bidder's response, including the "Exceptions" section of the bid proposal. If a change or alteration to the documents is undetected and the bidder is awarded a contract, the original terms, conditions, and specifications in the Authorized Version of the bid document will be applicable during the term of the contract. The City of Troy shall accept **NO CHANGES** to the bid document made by the Vendor unless those changes are set out in the "Exceptions" provision of the Authorized Version of the bid document. It is the Vendor's responsibility to acquire knowledge of any changes, modifications or additions to the Authorized Version of the bid document. Any Vendor who submits a bid and later claims it had no knowledge of any changes, modifications or additions made by the City of Troy to the Authorized Version of the bid document, shall be bound by the bid, including any changes, modifications or additions to the Authorized Version. If a bid is awarded to a Vendor who claims that it had no knowledge of the changes, modifications or additions made by the City of Troy to the Authorized Version of the bid, and that Vendor fails to accept the bid award, the City of Troy may pursue costs and expenses to re-bid the item from that Vendor. The Authorized Version of the bid document shall be that bid document appearing on the MITN website with any amendments and updates.

5. Continued

The City of Troy officially distributes bid documents from the Purchasing Department or through the Michigan Intergovernmental Trade Network (MITN) website. Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from either the Purchasing Department or the MITN website are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the sources indicated, it is recommended that you register on the MITN website, www.mitn.info, and obtain an official copy.

6. A successful bidder furnishing labor on City/public premises does agree to have his/her workers covered by Worker's Compensation, General Liability, and Automobile Liability and to furnish a certificate of insurance showing coverage to the City of Troy within five (5) business days of a verbal request. The "Company Representative" does warrant that by signing the proposal document, the "additional insured endorsement" will be included in the Insurance Coverage supplied to the City as part of the specified requirements.
7. To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/ or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.
8. To the extent permitted by law, the City of Troy and the successful bidder waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, and the architect, architect's consultants, separate contractors, if any, and any of their subcontracts, subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this agreement or other property insurance applicable to the work. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged for this contract.
9. A cashier's check, certified check, or money order to the City of Troy in the **amount of \$10,000.00 must accompany the bid** to insure the bid. The unsuccessful bidders will have their bid surety returned after the bid award. **BID BONDS ARE NOT ACCEPTABLE.** The bid surety will be returned to the successful bidder upon submission of the specified acceptable Performance, Labor and Materials Payment, and one-year Maintenance Bonds in accordance with the bid specifications. All other bidders will have their bid deposits returned after the bid has been opened at least 72 hours.

SPECIAL INSTRUCTIONS

- A **Mandatory Pre-Bid Meeting** will be held on **Monday October 7, 2019 at 2:30 pm at the Troy Historic Village - Niles Barnard House located at 60 W. Wattles Road, Troy, Michigan 48098.** The meeting will be held with prospective bidders to answer and/or clarify questions regarding bid specifications and plans. There will also be an opportunity to see the Niles Barnard House.
- All bidders are held to bid prices for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm through contract expiration.
- Final bid results will be posted on the MITN website after award. Please register to see results - www.mitn.info.



CITY OF TROY
BID PROPOSAL

ITB-COT 19-45
Page 1 of 10

The undersigned proposes to complete the **NILES BARNARD RENOVATION AT TROY HISTORIC VILLAGE** in accordance with the attached bid specifications, diagrams and site maps that are to be considered an integral part of this bid proposal, at the following prices:

COMPANY NAME: _____

The bid document contains the following sections:

Instructions to Bidders (2 pages)	Specifications (319 pages) - Attachment
Bid Proposal (10 pages)	Drawings (51 pages) - Attachment
Forms (8 forms)	Sample Insurance Certificate (4 pages)
Public Act 57 (2 pages)	Statement of No Bid (1 page)
Consent of Surety - Sample (1 page)	

PROPOSALS: The undersigned as bidder declares that he/she having examined the plans and specifications with the related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, hereby proposes to complete the Project which consists of the renovation of the Niles-Barnard House in Troy, Michigan.

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

1. Abatement of asbestos and lead in existing area of work identified on drawings. No work is to be completed on second floor unless required to complete work identified in contract documents. Scope of Work to include methods of abatement permissible by state law by accredited and certified company performing work.
2. Exterior renovation improvements included refurbishment of windows, doors, and siding along with installation of insulation in exterior walls. Construction of building addition to complement the existing building, along with landings at exterior doors.
3. Renovation of existing first floor includes refurbishment of doors, along with new finish installations through. A new central stair for basement access to be provided.
4. Mechanical, Electrical and Plumbing upgrades and replacement of fixtures as indicated on drawings.
5. Structural reinforcement of existing floor joints.

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

Site work will be provided by the City of Troy, MI concurrent with the work covered by this bid.

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

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

BASE BID PRICE: _____

DISCOUNT offered if also awarded ITB-COT 19-46 Sylvan Glen Pro Shop Renovation?

_____ Yes _____ No

If Discount is offered: Deduct: \$_____

ALTERNATES DESCRIPTION:

- A. Alternates added to or deducted from the Base Bid if particular alternates are accepted by the City of Troy shall include costs of related coordination, modification, or adjustment.
 - 1. Cost-Plus- Fee Contract: Alternate price given below includes adjustment to Contractor's Fee.
- B. If the Alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE".
- C. If the Alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE".
- D. The Bidder shall be responsible for determining from the Contract Documents the effects of each alternate on the Contract Time and the Contract Sum.
- E. The City of Troy reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the City of Troy shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

ALTERNATE #1

Windows in existing building

ADD _____ DEDUCT: _____ NO CHANGE: _____ NOT APPLICABLE: _____

ADD _____ DEDUCT: _____ calendar days to adjust the Contract Time for the Alternate.

ALTERNATE #2

Pex/Brass Fittings

ADD _____ DEDUCT: _____ NO CHANGE: _____ NOT APPLICABLE: _____

ADD _____ DEDUCT: _____ Calendar days to adjust the Contract Time for the Alternate.

ALTERNATES (continued):

ALTERNATE #3

Cultured Stone Base

ADD _____ DEDUCT: _____ NO CHANGE: _____ NOT APPLICABLE: _____

ADD _____ DEDUCT: _____ calendar days to adjust the Contract Time for the Alternate.

ALTERNATE #4

Interior Base and Crown Molding

ADD _____ DEDUCT: _____ NO CHANGE: _____ NOT APPLICABLE: _____

ADD _____ DEDUCT: _____ calendar days to adjust the Contract Time for the Alternate.

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

Prime Bidder Historic Qualifications, if any:

Does Prime Bidder have experience with historic building projects? Check YES or NO below.

___ YES ___ NO

Historic Door Restoration Subcontractor Qualifications, if any:

Does Door Restoration Subcontractor have historic door restoration experience? Check YES or NO below:

___ YES ___ NO

Name of Subcontractor: _____

Did Subcontractor attend pre-bid meeting? ___ YES ___ NO

Historic Window Restoration Subcontractor Qualifications, if any:

Does Window Restoration Subcontractor have historic window restoration experience? Check YES or NO below.

___ YES ___ NO

Name of Subcontractor: _____

Did Subcontractor attend pre-bid meeting? ___ YES ___ NO

MANDATORY PRE-BID MEETING:

A **Mandatory Pre-Bid Meeting** will be held on **Monday October 7, 2019 at 2:30 pm at the Troy Historic Village 60 W. Wattles Road, Troy, Michigan 48098. Meet in the Niles Barnard House.** The meeting will be held with prospective bidders to answer and/or clarify questions regarding bid specifications and site plans. There will be an opportunity to view the Niles Barnard house.

ADDITIONAL INFORMATION:

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

SITE INSPECTIONS:

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

PERMITS:

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

BID DEPOSIT AND FORFEITURE:

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

AWARD:

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

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

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 Troy Historic Village work site.

CONTACT INFORMATION:

Hours of operation: _____ 24 Hr. Contact Phone No. _____

COMPANY NAME: _____

LOCAL PREFERENCE:

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

PURCHASE ORDER:

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

CONTRACT FORMS:

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment and the Certification regarding Iran linked Business forms and return with your bid proposal.

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

TERMINATION FOR CONVENIENCE:

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

PROGRESS PAYMENTS:

The City of Troy will consider a progress payment schedule for work as completed in accordance with specifications. The 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 _____

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

COMPANY NAME: _____

REFERENCES:

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

COMPANY: _____
ADDRESS: _____
PHONE: _____ CONTACT: _____
EMAIL: _____

COMPANY: _____
ADDRESS: _____
PHONE: _____ CONTACT: _____
EMAIL: _____

COMPANY: _____
ADDRESS: _____
PHONE: _____ CONTACT: _____
EMAIL: _____

MICHIGAN CONSTRUCTION LIEN ACT:

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

PUBLIC ACT 57:

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

BOND SUBMITTAL:

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

SUBCONTRACTORS:

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

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

COMPLETION SCHEDULE:

The work shall commence upon City Council Approval. A preliminary work schedule is attached as reference. A final construction schedule shall be developed by the awarded contractor and shall be included in the bid response for reference by the City of Troy. The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. **Substantial Completion Date: MAY 29, 2020. Final Completion Date: JUNE 30, 2020.**

IMPORTANT INFORMATION:

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

PREVAILING WAGES:

This is not a Prevailing Wage project.

COMPANY NAME: _____

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

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

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

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

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: _____

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: _____

COMPANY: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE: (____) _____ FAX NUMBER: (____) _____

REPRESENTATIVE NAME: _____

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

PAYMENT TERMS: _____ WARRANTY: _____

CHECK INCLUDED: _____ COMPLETION: _____

EMAIL: _____

EXCEPTIONS:

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

ACKNOWLEDGEMENT:

I, _____, certify that I have read the **Instructions to Bidders** (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or the MITN website, www.mitn.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

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

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

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



Legal Status of Bidder:

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

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

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

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

AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

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

TO WHOM IT MAY CONCERN:

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

is _____. 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 _____ day of _____, 20__ in and for
_____ County.

My commission expires:



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

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

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

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

I am able to certify to the above statements.

Name of Agency/Company/Firm *(Please Print)*

Name and title of authorized representative *(Please Print)*

Signature of authorized representative

Date

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



**VENDOR CERTIFICATION
THAT IT IS NOT AN
“IRAN LINKED BUSINESS”**

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

Vendor	
Legal Name	
Street Address	
City	
State, Zip	
Corporate I.D. Number/State	
Taxpayer I.D. #	

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:

Witness Signature: _____

Printed Name of Witness: _____



City of Troy
Oakland County, Michigan
Contract Form

DRAFT

ARTICLES OF AGREEMENT, made and entered into this ___ day of ___
20__ by and between ___ of ___
(Name) (City and State)

herein after called the Contractor and the City of Troy, Troy, Michigan hereinafter called the Owner,

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

- 1. That all Contract Documents, as defined in the Bid Specifications "Niles Barnard Renovation", hereto attached or herein referred to shall be and are hereby made a part of the agreement and contract.
2. The Contractor shall, under penalty of bonds submitted, furnish all labor, materials, and equipment necessary and perform all of the work as set forth in his/her Proposal in strict accordance with the specifications and other documents which have been made a part of this contract in the manner, time, and place as therein set forth.
3. In consideration whereof, the Owner agrees to pay to the Contractor the amounts provided in the attached Proposal, being the product of the unit prices therein set forth, multiplied by the number of units actually constructed, all in the time and manner as set forth in the Contract Documents.
4. IN WITNESS whereof said parties have hereunto set their hands and seals, the day and year first above written.

WITNESS:

1. _____ (Contractor)

2. _____ (Title)

APPROVED: BY: _____ (Mayor)

City Manager or Designee CITY OF TROY
(Owner)

RESOLUTION NUMER: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____

City Attorney

ATTEST: _____ (City Clerk)



City of Troy
Oakland County, Michigan
Contractor's Affidavit

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says the following:

That he/she or she is _____ of the _____,
(Title) (Construction Company)

The contractor for the NILES BARNARD RENOVATION - This work is located within the City of Troy and is owned by the City of Troy, Oakland County, Michigan;

That the total amount of the Contract, including extras, is \$ _____, on which he/she has received payment of \$ _____ prior to this payment;

That all waivers are true, correct, and genuine, and delivered unconditionally and that there is no claim, either legal or equitable, to defeat the validity of said waivers:

That the following are names of all parties who have furnished material or labor, or both, for said work, and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof, and the amount due or to become due to each, and that the items mentioned include all labor and materials required to complete said work according to plans and specifications:

Table with 6 columns: NAMES, WHAT FOR, CONTRACT PRICE, AMOUNT PAID, THIS PAYMENT, BALANCE DUE. Includes a row for TOTAL LABOR & MATERIALS TO COMPLETE.

That there are no other contracts for said work outstanding, and that there is nothing due to become due to any person for materials, labor, or other work of any kind done or to be done upon, or in connection with, said work other than above stated.

SIGNATURE

PRINT NAME & TITLE

DATE

NOTARY'S SIGNATURE

Subscribed and sworn to before me this _____ day of _____, 20_____.



**City of Troy
Oakland County, Michigan
Contractor's Declaration**

I hereby declare that I have not, during the period _____ to _____, A.D. 20____ Performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from _____ executed between myself and the City, and in the Change Orders for work issued by the City in writing as provided there under, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There _____ an itemized statement attached.
Is / is not

Date: _____

Contractor: _____

By: _____

Title: _____



**City of Troy
OAKLAND COUNTY, MICHIGAN
FINAL WAIVER OF LIEN**

FILE NUMBER: _____ LOAN NUMBER: _____

TO WHOM IT MAY CONCERN:

Whereas, the undersigned has been employed by: _____
(Construction Company)

To furnish _____ for the premises known as _____ which are owned by the City of Troy, Oakland County, and Michigan.

The undersigned, for and in consideration of, the sum of \$_____ and other good and valuable considerations, the receipt whereof is hereby acknowledged, do (es) hereby waive and release any and all lien or claim or right of lien under the statutes of the State of Michigan relating to mechanic's liens on the above described premises and improvements thereon, and on the moneys or other considerations due or to become due from the owner, on account of labor or services, material, fixtures or apparatus heretofore furnished or which may be furnished at any time hereafter by the undersigned for the above described premises.

Given under _____ hand and seal this _____ day of, _____ 20____.

Seal _____

Note: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used. Partner should sign and designate himself/herself as partner.



PUBLIC ACT 57
STATE OF MICHIGAN
89th LEGISLATURE
REGULAR SESSION OF 1998

Introduced by Resp. Middaugh, Alley, Brackenridge, Olshove, Dobronski, Griffin, Gernaat, Walberg, Rhead, Richner, Kukuk, Callahan, Murphy, Thomas, Leland, Profit, Palamara, Wetters, McNutt, Varga, Gagliardi, Gustafson, Kilpatrick, Sikkema, Schermesser, Birkholz, Bodern, Dobb, Raczkowski and Perricone.

ENROLLED HOUSE BILL NO. 5607

AN ACT to require contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for the modifications of contracts for improvement to real property; to provide for remedies; and to repeal acts and parts of acts.

The People of the State of Michigan enact:

Sec. 1 As used in this act:

- (a) "Contractor" means a person who contracts with a governmental entity to improve real property or perform or manage construction services. Contractor does not include a person licensed under Article 20 of the Occupational Code, 1980 PA 299, MCL 339.2001 to 339.2014.
- (b) "Governmental Entity" means the state, a county, city, township, village, public educational institution, or any political subdivision thereof.
- (c) "Improve" means to build, alter, repair, or demolish an improvement upon, connected with, or beneath the surface of any real property, to excavate, clear, grade, fill, or landscape any real property, to construct driveways and roadways, or to perform labor upon improvements.
- (d) "Improvement" includes, but is not limited to, all or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, landscaping, trees, shrubbery, driveways, and roadways on real property.
- (e) "Person" means an individual, corporations, partnership, association, governmental entity, or any other legal entity.
- (f) "Real Property" means the real estate that is improved, including, but not limited to, lands, leaseholds, tenements, hereditaments, and improvements placed on the real property.

Sec. 2 A contract between a contractor and a governmental entity for an improvement that exceeds \$75,000.00 shall contain all the following provisions:

- (a) That if a contractor discovers 1 or both of the following physical conditions of the surface or subsurface at the improvement site, before disturbing the physical condition, the contractor shall promptly notify the governmental entity of the physical condition in writing.
 - (i) A subsurface or latent physical condition at the site is differing materially from those indicated in the improvement contract.
 - (ii) An unknown physical condition at the site is of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the improvement contract.
- (b) That if the governmental entity receives a notice under subdivision (a), the governmental entity shall promptly investigate the physical condition.
- (c) That if the governmental entity determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the contract, the governmental entity's determination shall be made in writing and an equitable adjustment shall be made and the contract modified in writing accordingly.
- (d) That the contractor cannot make a claim for additional costs or time because of a physical condition unless the contractor has complied with the notice requirements of subdivision (a). The governmental entity may extend the time required for notice under subdivision (a).
- (e) That the contractor cannot make a claim for an adjustment under the contract after the contractor has received the final payment under the contract.

Sec. 3 (1) If the contractor does not agree with the governmental entity's determination, with the governmental entity's consent the contractor may complete performance on the contract.

(2) At the option of the governmental entity, the contractor and the governmental entity shall arbitrate the contractor's entitlement to recover the actual increase in contract time and costs incurred because of the physical condition of the improvement site. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and judgment rendered may be entered in any court having jurisdiction.

Sec. 4 If an improvement contract does not contain the provisions required under Section 2, the provisions shall be incorporated into and considered part of the improvement contract.

Sec. 5 This Act does not limit the rights or remedies otherwise available to a contractor or the governmental entity under any other law or statute.

Sec. 6 This Act is repealed effective December 31, 2001.

Enacting Section 1 This Act takes effect 180 days after the date this Act is enacted.

This Act is ordered to take immediate effect.

(Signed by John Engler, Governor of Michigan, at 3:00 p.m. on April 8, 1998)

Consent of Surety To Final Payment

AIA DOCUMENT G707

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

TO OWNER: City of Troy

(Name & Address) 500 West Big Beaver
Troy, MI 48084

ARCHITECT'S PROJECT NO: _____

CONTRACT FOR: _____

PROJECT: _____

(Name & Address)

CONTRACT DATED: _____

BOND NO: _____

In accordance with the provisions of the Contract between the Owner and the Contractor as included above

(Insert Name and Address of Surety)

SURETY, on bond of _____

(Insert Name and Address of Contractor)

_____, **CONTRACTOR**

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to: _____

(Insert Name and address of Owner)

_____, **OWNER,**

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: _____

(Insert in writing the month by the numeric date)

Attest:
(Seal)

(Surety)

(Signature of authorized representative)

(Printed Names & Title)

Printed in cooperation with the American Institute of Architects (AIA) by the CAN Insurance Companies.
The language in this document conforms exactly to the language used in AIA Document G707 – Consent of Surety Company to Final Payment – 1994 Edition.

Sample Certificate for Low and Medium Hazard Projects



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
00/00/20XX

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

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

PRODUCER ABC Insurance Agency 123 Main Street Anywhere, USA	CONTACT NAME: PHONE (A/C, No, Ext): 555-555-1234 FAX (A/C, No): 555-555-5678 E-MAIL ADDRESS: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ABC Insurance Company NAIC # 00000 INSURER B: DEF Insurance Company 00000 INSURER C: INSURER D: INSURER E: INSURER F:
---	--

INSURED	XYZ Construction Company	MI
	456 Main Street	
	Anywhere	

COVERAGES CERTIFICATE NUMBER: 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	ADD'L INSR	SUBR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y			00-00-00-00	00/00/00	00/00/00	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/POP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y			00-00-00-00	00/00/00	00/00/00	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A		00-00-00-00	00/00/00	00/00/00	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Additional Insured - See Endorsement
 Cancellation Notice - See Endorsement
 Primary & Non-Contributory - See Endorsement

Project name: _____

CERTIFICATE HOLDER Entity Name Attn: Contact Name Entity Address City, State Zip	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AGENT SIGNATURE
---	---

Sample Additional Insured / Completed Operations Endorsement

POLICY NUMBER: 00-00-00-00

**COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS REQUIRED BY CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 00/00/00

Name of Person or Organization (Additional Insured):

The Member, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers

SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III - LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

Sample Cancellation Endorsement

**INTERLINE
ILD 90 07 03 11**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
TRADEMAN'S ADVANTAGE CONTRACTORS' POLICY

SCHEDULE

Name of Person or Organization and Mailing Address	Number of Days Notice
Member Name	30

The following is added:

If we cancel this policy, we will endeavor to mail written notice of cancellation:

1. At least 10 days before the effective date of cancellation for nonpayment of premium; or
 2. The number of days shown in the Schedule before the effective date of cancellation for any other reason;
- to the person or organization shown in the Schedule above, but failure to do so shall impose no obligation or liability of any kind upon us.

We will mail the notice of cancellation to the mailing address shown in the Schedule above by regular mail.



STATEMENT OF NO BID
CITY OF TROY

BID NUMBER: ITB-COT 19-45
TITLE: NILES BARNARD RENOVATION

Please Send or Fax To:
City of Troy Purchasing Department
500 W. Big Beaver Rd.
Troy, MI 48084

FAX NUMBER: **(248) 619-7608**

We, the undersigned, have declined to bid on the subject bid for the following reasons:

Check All That Apply	REASON
<input type="checkbox"/>	Our company does not handle the type of product / service
<input type="checkbox"/>	We cannot meet the specifications nor provide an approved alternate – please explain below
<input type="checkbox"/>	Our company is not interested in bidding at this time
<input type="checkbox"/>	Job is too small
<input type="checkbox"/>	Job is too large
<input type="checkbox"/>	Cannot be competitive
<input type="checkbox"/>	Liability Issues such as insurance, bonding, indemnification, hold harmless
<input type="checkbox"/>	Insufficient time to respond – please explain below
<input type="checkbox"/>	Our company’s schedule would not permit performance of the specifications
<input type="checkbox"/>	Other – describe below

REMARKS: _____

COMPANY INFORMATION:

COMPANY NAME: _____
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____
TITLE: _____
COMPANY: _____
ADDRESS: _____
FAX NUMBER: _____ TELEPHONE NUMBER: _____

IMPORTANT NOTE: To qualify as a respondent to the bid, the vendor must submit a bid or return this completed form.

VENDOR REGISTRATION: The City of Troy uses the MITN website for vendor registration, bid and tabulation posting, award information and other processes. Final bid results will be posted on the MITN website after award. Please register to see results - www.mitn.info.