

J-4 Standard Purchasing Resolutions:

- a) Standard Purchasing Resolution 2: Award to Low Bidders Meeting Specifications  
– Hauling and Disposal of Dirt and Debris

Resolution #2018-04-067-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** contracts for one-year requirements for the Hauling and Disposal of Dirt and Debris with an option to renew for one (1) additional year to the low bidders meeting specifications; *Osburn Industries of Taylor, MI*, for items #1, #2 and #3 for an estimated total cost of \$241,000.00, and *Dale's Disposal of Fraser, MI*, for item #4 for an estimated total cost of \$82,425.00 at the unit prices contained in the bid tabulation opened April 19, 2018, a copy of which shall be **ATTACHED** to the original minutes of this meeting, with the contracts expiring April 30, 2020.

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

# BLANKET ORDER

No. 2018-00001262  
DATE: 05/04/2018  
PAGE: 1 of 1  
FOB DESTINATION

Ship To

CITY OF TROY  
Streets  
4693 ROCHESTER ROAD  
TROY, MI 48085

Bill To

CITY OF TROY  
Streets  
4693 ROCHESTER ROAD  
TROY, MI 48085

VENDOR NO. 101831

Vendor

OSBURN INDUSTRIES INC  
5850 PARDEE  
TAYLOR, MI 48180

EXPIRATION DATE

04/30/2019

COUNCIL RESOLUTION

2018-04-067-J-4a

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
3,000	Ton	BROKEN CONCRETE WITH AND WITHOUT WIRE possibly mixed with fill dirt.	7.0000	\$21,000.00
5,000	Ton	BROKEN ASPHALT possibly mixed with fill dirt	9.0000	\$45,000.00
7,000	Each	FILL DIRT, material excavated from water & sewer repairs	25.0000	\$175,000.00
Entered By: MaryBeth Murz				\$241,000.00

## Special Instructions:

Insurance Required to be on File - Furnish One (1) Year Requirements of Hauling and Disposal of Dirt and Debris, in accordance with the specifications for ITB-COT 18-22 with the OPTION to Renew for ONE (1) additional year at the above stated prices. NOTE: Quantities stated are estimated.... the contractor will only be paid for services as rendered. Troy City Council Approval Date: 4/23/2018.

## TERMS & CONDITIONS

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

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

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

*MaryBeth Murz*

# BLANKET ORDER

No. 2018-00001261  
DATE: 05/04/2018  
PAGE: 1 of 1  
FOB DESTINATION

Ship To

CITY OF TROY  
Streets  
4693 ROCHESTER ROAD  
TROY, MI 48085

Bill To

CITY OF TROY  
Streets  
4693 ROCHESTER ROAD  
TROY, MI 48085

EXPIRATION DATE  
04/30/2019  
COUNCIL RESOLUTION  
2018-04-067-J-4a

VENDOR NO. 168951

Vendor

DALE'S DISPOSAL, INC.  
31475 UTICA RD.  
FRASER, MI 48026

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1,500	Ton	CATCH BASIN SLUDGE & STREET SWEEPINGS Disposal Site: Pine Tree Acres - EPA Permit #MDEQ #9307.	54.9500	\$82,425.00

Entered By: MaryBeth Murz

\$82,425.00

## Special Instructions:

Insurance Required to be on file for duration of contract. Furnish One (1) Year Requirements of Hauling Dirt and Debris, in accordance with the specifications of ITB-COT 18-22 with the OPTION to RENEW for ONE (1) additional year at the same above stated prices as bid. NOTE: Quantities are estimated...contractor will only be paid for services rendered. City Council Approval Date: 4/23/2018.

## TERMS & CONDITIONS

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

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

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

*MaryBeth Murz*

CITY OF TROY  
BID TABULATION  
HAULING/DISPOSAL OF DIRT AND DEBRIS

<b>VENDOR NAME:</b>	Ahern Contracting, Inc.	Osburn Industries, Inc.	Dales Disposal
	Chesterfield, MI	Taylor, MI	Fraser, MI

**PROPOSAL: One (1) year requirements of Hauling and Disposal of Dirt and Debris with an option to renew for one (1) additional year.**

ITEM #	EST QTY (TONS)	DESCRIPTION	PRICE/TON	PRICE/TON	PRICE/TON
1	3,000	Broken concrete with & without wire, possibly mixed w/fill dirt	\$6.99	\$7.00 8.89	No bid
2	5,000	Broken asphalt possibly mixed with fill dirt	\$8.99	\$9.00 11.48	No Bid
3	7,000	Fill Dirt, material excavated from water and sewer repairs.	\$10.00	\$25.00 7.47	No Bid
4	1,500	Catch basin sludge and street sweepings.	\$26.00	\$25.00	\$54.95 17.95
<b>ESTIMATED TOTAL ALL ITEMS (1 - 4):</b>			\$174,920.00	\$278,500.00	\$82,425.00
<b>PAYMENT TERMS:</b>			Net 30	Net 30	Net 30
<b>DISPOSAL SCHEDULE MET:</b>			Y or N	Y	Y
<b>DISPOSAL SITE:</b>			Eagle Valley	Arbor Hills Landfill/ Advanced Disposal	Pine Tree Acres
<b>APPROVED SITE</b>			Y or N	Y	Y
<b>EPA PERMIT #:</b>			9454	Not Provided	Not provided
<b>48 HOUR SERVICE - CATCH BASIN MATERIAL MET:</b>			Y	Y	Y
<b>CONTACT INFORMATION:</b>			Hrs of Operations	7AM-7PM	7AM-5PM
<b>24 HOUR PHONE #</b>				810-343-0403	313-363-0080
<b>FORMS:</b>			Y or N	Y	Y
<b>SITE VISIT DATE:</b>				4/6/2018	Did Not Visit
<b>EXCEPTIONS:</b>			Y or N	N	Item 4: Material Must Test Non Hazardous
<b>INSURANCE MET:</b>			Y or N	Y	Y
<b>ACKNOWLEDGEMENT:</b>			Y or N	Y	Y
<b>EQUIPMENT LIST:</b>			Attached	Y or N	N
<b>Award to Low Bidders Meeting Specifications</b>					

ATTEST:  
Sue Reisterer  
Scott Carruthers  
Kaitlin Sackner  
Kristine Kallek

MaryBeth Murz,  
Purchasing Manager

VENDOR NAME:	Osburn Industries	Ahern Contracting	Dale's Disposal
	Taylor, MI	Chesterfield, MI	Fraser, MI

**PROPOSAL: One (1) year requirements of Hauling and Disposal of Dirt and Debris with an option to renew for one (1) additional year.**

ITEM #	EST QTY (TONS)	DESCRIPTION	PRICE/TON	PRICE/TON	PRICE/TON
1	3,000	Broken concrete with & without wire, possibly mixed w/fill dirt	\$6.00	\$8.89	NO BID
2	1,000	Broken asphalt possibly mixed with fill dirt	\$8.00	\$11.48	NO BID
3	7,000	Fill Dirt, material excavated from water and sewer repairs.	\$8.00	\$7.47	NO BID
4	1,500	Catch basin sludge and street sweepings.	\$24.00	\$23.00	\$17.95
ESTIMATED TOTAL ALL ITEMS (1 - 4):			\$118,000.00	\$124,940.00	\$26,925.00
PAYMENT TERMS:			NET 30	NET 30	NET 30
DISPOSAL SCHEDULE:					
			Can Meet	X	X
			Cannot Meet		
REFERENCES:			Y or N	Y	Y
DISPOSAL SITE:				Pine Tree Acres	Riverview Landfill
				Oakland Landfill	Landfill
APPROVED SITE			Y or N	Y	Y
EPA PERMIT #:				MID985607076	9095
48 HOUR SERVICE - CATCH BASIN MATERIAL					BLANK
			Can Meet	X	X
			Cannot Meet		
CONTACT INFORMATION:			Hrs of Operations	5:00AM-5:00PM	7:00AM-7:00PM
			24 Hr Phone #	313.363.0077	810.943.0403
			Tax ID #	386061972	383490735
SITE VISIT:			Yes/No	Y	N
			Date	2/16/2016	Current Hauler
EXCEPTIONS:				Blank	None
INSURANCE:			Can Meet	X	X
			Cannot Meet		
EQUIPMENT LIST:			Attached	Y	Y

ATTEST:  
Susan Riesterer  
Paul Evans  
Enna Bachelor

  
MaryBeth Murz,  
Purchasing Manager

*bid 2016*

*4.30.2017*

*2018*



CITY OF TROY  
BID PROPOSAL

ITB-COT 18-22  
Page 1 of 8

The undersigned proposes to haul and dispose of dirt and debris from the City of Troy Department of Public Works Facility located at 4693 Rochester Road, Troy, Michigan in accordance with the attached bid specifications to be considered an integral part of this proposal, at the following prices.

COMPANY NAME: Osburn Industries, Inc.

**DESCRIPTION OF DEBRIS:**

Line Item	EST QTY (Tons)	Description	Unit Price
1.	3,000	Broken concrete with and without wire, possibly mixed with fill dirt.	\$ 7.00 /ton
2.	5,000	Broken asphalt possibly mixed with fill dirt.	\$ 9.00 /ton
3.	7,000	Fill Dirt, material excavated from water and sewer repairs as well as ditching operations. Material may include culverts, excessively large stumps, logs, and wood materials that contain unsegregatable impurities such as cement, dirt and metal.	\$ 25.00 /ton
4.	1,500	Catch basin sludge and street sweepings.	\$ 25.00 /ton

Material must test Non Hazardous

**OTHER LAWS AND REGULATIONS TO BE OBSERVED:**

The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations. The Contractor shall indemnify and hold harmless the City and all its officers, representatives, agents and employees against any claim of liability arising from or based on the violation of any such law, ordinance, or regulation whether by the Contractor, its employees or any subcontractors.

**PERMITS AND TESTING:**

The Contractor shall be responsible for all DEQ and Disposal Site permits and testing's required to dispose of sludge and street sweepings. The Contractor is also responsible for any fees, costing for testing of materials, getting manifest, etc. Pricing shall include all these costs.

**SCHEDULING:**

The contractor must be capable of providing service **within forty eight (48) hours of receiving telephone notice for all items #1 – #4. Providing service includes scheduling the service AND completing the pick-up within forty eight (48) hours.**

Loading hours are Monday through Friday, 7:30 A.M. to 3:00 P.M. with the exception of the following holidays: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, Christmas Day, and New Years Eve.

**SCHEDULING PENALTY:**

The contractor must be capable of and adhere to the specified scheduling timeframes for loading and removal. If the Contractor does not respond by **scheduling AND completing the requested pick-up within the 48 hour timeframe;** there will be a 10% deduction penalty. The 10% deduction will automatically be deducted at time of payment.



Our company can meet the disposal schedule.

Our company cannot meet the disposal schedule but offers:

COMPANY NAME: Osburn Industries, Inc.

**SEASONAL WEIGHT RESTRICTIONS:**

During seasonal weight restrictions, or Frost Law Events, the contractor will still be required to load and remove materials as requested by the City within the forty eight (48) hour timeframe. Contractors will be responsible for tracking these seasonal weight restrictions and hauling accordingly. The City of Troy assumes no responsibility for penalties incurred by the contractor if these restrictions are not followed.

**CONTACT INFORMATION:**

Hours of Operation: 7 AM - 5 PM  
24 Hour Phone Number: 313 363 0080  
Tax ID: 38-6001972

**EQUIPMENT LIST:**

- A) Bidder shall attach a list describing the equipment to be utilized (capacity, number of units available, etc.) Please mark the list "Attachment A" if not using the "Attachment A" sheet attached (Bid Proposal, Page 8).
- B) Contractors dump boxes must be able to withstand loading and hauling of heavy and abrasive materials such as broken concrete.

**IMPORTANT:**

Due to the City's limited storage capacity, it is imperative that the contractor is capable of providing scheduling the pick-up AND completing the pick-up **within forty-eight (48) hours** of receiving telephone notice to **haul and dispose of all items #1 - #4**. Note, a typical service request will consist of approximately 100 tons of material.

**HAULING CAPABILITIES:**

The contractor must be able to haul a **minimum of forty (40) yards of debris per load** and haul at least **ten (10) loads per day**. The City reserves the right to suspend this requirement if awarded on a split basis.

**BILLING:**

Billing shall be on a monthly basis; invoices will refer back to each weight receipt provided by the Contractor. At the time of billing the hauler will provide all Type II landfill receipts as part of the billing package, where applicable.

**QUANTITIES:**

While the estimated quantity is a reasonable estimate of the City's projected disposal amount for one (1) year, it is subject to variation and is given solely for the purpose of comparing bids.

**LOADING:**

- A) The City of Troy's D.P.W. staff shall not be held responsible for any damage to dump boxes as a result of normal loading activities. However, damage caused by City workers due to negligence will be the responsibility of the City.
- B) While the City's staff will load the contractor's trailers, the hauler is solely responsible for compliance with weight laws, tarping loads, and tracking of material.
- C) After loading, the trailers shall be weighed at the City's certified scale (located at the D.P.W. facility) or another location designated by the contractor and approved by the City, and then provides the DPW Facility with a receipt indicating the weight of that load, and the type of debris being hauled.

**HAULING CHARGES:**

Charges shall include disposal costs, fees, cost for testing of material(s) including all DEQ and Disposable Site Permits and testing required to dispose of sludge and street sweepings. Charges must be bid as price/ton.

**ESTIMATED QUANTITY:**

Quantities stated are estimated and are NOT guaranteed. The estimated quantities will be used for award purposes only. The City of Troy will not be penalized if more or less hauling is needed.

COMPANY NAME: Osborn Industries, Inc.



**SITE VISIT:**

It is highly recommended that all bidders visit the site and inspect the materials to be disposed of. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his / her bid proposal. Appointments should be made with **Mike Sackner**, Division Supervisor at (248) 885-1849.



Our company made a site inspection on: \_\_\_\_\_.

Our company did not visit the site.

**ADDITIONAL INFORMATION:**

For additional general information or questions about this bid proposal, please contact please contact Kaitlin Sackner at (248) 524-3376 between the hours of 8:00 AM and 4:30 PM, Monday through Friday or Email: K.Sackner@troymt.gov.

**CURRENCY:**

All figures are to be in U. S. Funds.

**DOWN PAYMENTS AND PREPAYMENTS:**

Any bid received which requires a down payment or prepayment for services to be performed prior to work completion, as being in conformance with specifications will not be considered for award.

**AWARD:**

The evaluation and award of this bid shall be a combination of factors including but not limited to cost, professional competence, compliance with required laws and regulations, references, the equipment to be used to meet the specified hauling capabilities, and the correlation of the proposal submitted to the needs of the City of Troy.

The City of Troy reserves the right to award the bid to the lowest responsible bidder(s) for each item or to combine items if deemed to be in the City of Troy's best interest; 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.

**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.

**PRICES:**

Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm for the entire contract period, which shall commence on the date of award, and expire April 30, 2018. The contract contains an option to renew for one (1) additional year, if within 90 days of contract termination both parties agree to the renewal under the same terms, prices, and conditions. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

**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 to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

COMPANY NAME: \_\_\_\_\_

Osburn Industries, Inc.



**DISPOSAL OF STREET SWEEPINGS AND CATCH BASIN MATERIAL:**

Street Sweepings and Catch Basin Material received from the Department of Public Works are to be disposed of in accordance with current FEDERAL GUIDELINES. Bidders specifically are responsible for any fees, cost for testing of materials, getting manifest, etc. including DEQ and Disposal Site Permits and testing's required to dispose of sludge and street sweepings. Bid prices must include these costs.

The Street Sweepings and Catch Basin Material will be sent to:

Location ARBOR HILLS LANDFILL ADVANCED DISPOSAL

**CHECK ONE:**

- ☒ Is an approved site for Street Sweepings and Catch Basin Material.  
The site's EPA Permit Number is: \_\_\_\_\_
- ☐ Is not an approved disposal site for Street Sweepings and Catch Basin Material.

**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.

COMPANY: City of Troy - (currently working for)  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ CONTACT \_\_\_\_\_  
EMAIL: \_\_\_\_\_

COMPANY: City of Melvindale DPW  
ADDRESS: 3100 Oakwood Melvindale MI 48122  
PHONE: 313 383 3993 CONTACT \_\_\_\_\_  
EMAIL: \_\_\_\_\_

COMPANY: City of Lincoln Park  
ADDRESS: 500 South Blvd Rd Lincoln Park MI 48146  
PHONE: 313 386 9000 CONTACT \_\_\_\_\_  
EMAIL: \_\_\_\_\_

- ☐ Please check this box if this bid proposal is based on an all or none award – "One Lot Pricing" not to be broken up by item.

**PURCHASE ORDER:**

After the Troy City Council has approved the award and acceptable insurance certificates received, the successful bidder will be issued a purchase order from the City of Troy, which will create a bilateral contract between the City of Troy and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with the specifications. A contract document will not be issued.

**SUBCONTRACTORS:**

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

**CONTRACT TERMINATION:**

The City of Troy shall reserve the right to terminate the contract upon 30 days written notice for any reason deemed to be in its best interest. For performance related issues, 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.

COMPANY NAME: Osburn Industries, Inc.

**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.

**DEFAULTED VENDORS:**

If a vendor has defaulted on a past City of Troy contract, that vendor is precluded from bidding on this contract.

**LOCAL PREFERENCE:**

The City of Troy reserves the right to award a contract to a local business, one who 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.

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.

COMPANY NAME: \_\_\_\_\_

*Osborn Industries, Inc.*

**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.

**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: Osborn Industries, Inc.

**SIGNATURE PAGE**

**PRICES:**

Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm for the entire contract period, which shall commence on the date of award, and expire April 30, 2019. The contract contains an option to renew for one (1) additional year, if within 90 days of contract termination both parties agree to the renewal under the same terms, prices, and conditions. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

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 addendum as issued.

COMPANY Osborn Industries, Inc.

ADDRESS 5850 Pardee CITY Taylor STATE MI ZIP 48180

TELEPHONE NO. (313) 292 4140 FAX NO. (313) 292 4143

REPRESENTATIVE'S NAME Mike Machesky

(Print)

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

TERMS Net 30 WARRANTY \_\_\_\_\_

E-MAIL mike@osburnind.com DELIVERY TIME: 48 hours

**EXCEPTIONS:**

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

**ACKNOWLEDGEMENT:**

I, Mike Machesky, 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 MITN website, www.mitn.info and is an official copy of the Authorized Version.

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



**ATTACHMENT "A"**  
**EQUIPMENT LIST**

30 double gravel trains



## Legal Status of Bidder:

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

A ~~corporation~~ duly organized and doing business under the laws of the State of Michigan  
for whom Tim Osburn, bearing the office title of Vice President  
\_\_\_\_\_, 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:

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



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Timothy M. Auburn, being duly sworn deposed, says that he/she  
(Print Full Name)

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

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

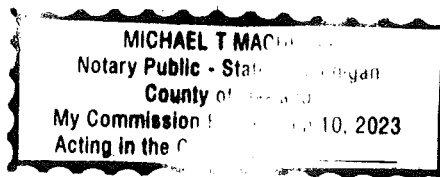
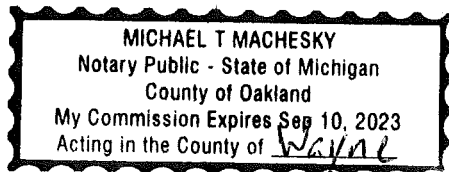
Tim  
SIGNATURE OF PERSON SUBMITTING BID

M.T.  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 17 day of April, 2018 in and for Wayne  
County.

My commission expires:

09/10/2023







**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.***

Osburn Industries, Inc.

Name of Agency/Company/Firm (Please Print)

Tim Osburn Vice President

Name and title of authorized representative (Please Print)

Tim Osburn

Signature of authorized representative

04/17/18

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	Osburn Industries, Inc.
Street Address	5850 Pardee Road
City	Taylor MI 48180
State, Zip	MI 48180
Corporate I.D. Number/State	38-6061972 MI
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: \_\_\_\_\_

G:\ BidLanguage\_IranLinkedBusiness



**STATEMENT OF NO BID  
CITY OF TROY**

**BID NUMBER:**

**ITB-COT 18-22**

**TITLE:**

**HAULING & DISPOSAL OF DIRT & DEBRIS**

**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:

<b>Check All That Apply</b>	<b>REASON</b>
<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](http://www.mitn.info).



# 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 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> ABC Insurance Agency 123 Main Street Anywhere, USA	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): 555-555-1234 FAX (A/C, No): 555-555-5678 ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: ABC Insurance Company NAIC # 00000 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> XYZ Construction Company 456 Main Street  Anywhere MI	

**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	ADDL SUBR INSD	POLICY NUMBER	POLICY EXP (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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> 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 - COMPIOP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	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) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<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/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: \_\_\_\_\_

<b>CERTIFICATE HOLDER</b> Entity Name Attn: Contact Name Entity Address City, State Zip	<b>CANCELLATION</b> 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 Endorsement for General Liability**

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

Named Insured			Endorsement Number 4
Policy Symbol HDO	Policy Number 1	Policy Period 10/01/2014 TO 10/01/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

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

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SECTION II - WHO IS AN INSURED**, is amended to include as an additional insured:  
Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations, completed operations, or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.

\_\_\_\_\_  
Authorized Agent

**Sample Additional Insured Endorsement for Automobile Liability**

**ADDITIONAL INSURED -  
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured			Endorsement Number 2
Policy Symbol ISA	Policy Number	Policy Period 10/01/2014 TO 10/01/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM  
TRUCKERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
GARAGE COVERAGE FORM  
EXCESS BUSINESS AUTO COVERAGE FORM  
EXCESS TRUCKERS COVERAGE FORM**

**Additional Insured(s):** Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who is insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
  2. Any of your "employees" or agents.
  3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

\_\_\_\_\_  
Authorized Representative



CITY OF TROY  
BID PROPOSAL

ITB-COT 18-22  
Page 1 of 8

The undersigned proposes to haul and dispose of dirt and debris from the City of Troy Department of Public Works Facility located at 4693 Rochester Road, Troy, Michigan in accordance with the attached bid specifications to be considered an integral part of this proposal, at the following prices.

COMPANY NAME: Dele's Disposal

DESCRIPTION OF DEBRIS:

Line Item	EST QTY (Tons)	Description	Unit Price
1.	3,000	Broken concrete with and without wire, possibly mixed with fill dirt.	\$ N/B /ton
2.	5,000	Broken asphalt possibly mixed with fill dirt.	\$ N/B /ton
3.	7,000	Fill Dirt, material excavated from water and sewer repairs as well as ditching operations. Material may include culverts, excessively large stumps, logs, and wood materials that contain unsegregatable impurities such as cement, dirt and metal.	\$ N/B /ton
4.	1,500	Catch basin sludge and street sweepings.	\$ 54.95 /ton

**OTHER LAWS AND REGULATIONS TO BE OBSERVED:**

The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations. The Contractor shall indemnify and hold harmless the City and all its officers, representatives, agents and employees against any claim of liability arising from or based on the violation of any such law, ordinance, or regulation whether by the Contractor, its employees or any subcontractors.

**PERMITS AND TESTING:**

The Contractor shall be responsible for all DEQ and Disposal Site permits and testing's required to dispose of sludge and street sweepings. The Contractor is also responsible for any fees, costing for testing of materials, getting manifest, etc. Pricing shall include all these costs.

**SCHEDULING:**

The contractor must be capable of providing service within forty eight (48) hours of receiving telephone notice for all items #1 – #4. Providing service includes scheduling the service AND completing the pick-up within forty eight (48) hours.

Loading hours are Monday through Friday, 7:30 A.M. to 3:00 P.M. with the exception of the following holidays: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, Christmas Day, and New Years Eve.

**SCHEDULING PENALTY:**

The contractor must be capable of and adhere to the specified scheduling timeframes for loading and removal. If the Contractor does not respond by scheduling AND completing the requested pick-up within the 48 hour timeframe; there will be a 10% deduction penalty. The 10% deduction will automatically be deducted at time of payment.

☒  
☐

Our company can meet the disposal schedule.

Our company cannot meet the disposal schedule but offers:

COMPANY NAME: Dele's Disposal



**SEASONAL WEIGHT RESTRICTIONS:**

During seasonal weight restrictions, or Frost Law Events, the contractor will still be required to load and remove materials as requested by the City within the forty eight (48) hour timeframe. Contractors will be responsible for tracking these seasonal weight restrictions and hauling accordingly. The City of Troy assumes no responsibility for penalties incurred by the contractor if these restrictions are not followed.

**CONTACT INFORMATION:**

Hours of Operation: 7A - 6P Mon - Fri  
24 Hour Phone Number: (526) 778 - 1919  
Tax ID: 20 - 8191810

**EQUIPMENT LIST:**

- A) Bidder shall attach a list describing the equipment to be utilized (capacity, number of units available, etc.) Please mark the list "Attachment A" if not using the "Attachment A" sheet attached (Bid Proposal, Page 8).
- B) Contractors dump boxes must be able to withstand loading and hauling of heavy and abrasive materials such as broken concrete.

**IMPORTANT:**

Due to the City's limited storage capacity, it is imperative that the contractor is capable of providing scheduling the pick-up AND completing the pick-up **within forty-eight (48) hours** of receiving telephone notice to **haul and dispose of all Items #1 - #4**. Note, a typical service request will consist of approximately 100 tons of material.

**HAULING CAPABILITIES:**

The contractor must be able to haul a **minimum of forty (40) yards of debris per load** and haul at least **ten (10) loads per day**. The City reserves the right to suspend this requirement if awarded on a split basis.

**BILLING:**

Billing shall be on a monthly basis; invoices will refer back to each weight receipt provided by the Contractor. At the time of billing the hauler will provide all Type II landfill receipts as part of the billing package, where applicable.

**QUANTITIES:**

While the estimated quantity is a reasonable estimate of the City's projected disposal amount for one (1) year, it is subject to variation and is given solely for the purpose of comparing bids.

**LOADING:**

- A) The City of Troy's D.P.W. staff shall not be held responsible for any damage to dump boxes as a result of normal loading activities. However, damage caused by City workers due to negligence will be the responsibility of the City.
- B) While the City's staff will load the contractor's trailers, the hauler is solely responsible for compliance with weight laws, tarping loads, and tracking of material.
- C) After loading, the trailers shall be weighed at the City's certified scale (located at the D.P.W. facility) or another location designated by the contractor and approved by the City, and then provides the DPW Facility with a receipt indicating the weight of that load, and the type of debris being hauled.

**HAULING CHARGES:**

Charges shall include disposal costs, fees, cost for testing of material(s) including all DEQ and Disposable Site Permits and testing required to dispose of sludge and street sweepings. Charges must be bid as price/ton.

**ESTIMATED QUANTITY:**

Quantities stated are estimated and are NOT guaranteed. The estimated quantities will be used for award purposes only. The City of Troy will not be penalized if more or less hauling is needed.

COMPANY NAME: Deles Disposal

**SITE VISIT:**

It is highly recommended that all bidders visit the site and inspect the materials to be disposed of. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his / her bid proposal. Appointments should be made with **Mike Sackner**, Division Supervisor at (248) 885-1849.



Our company made a site inspection on: CURRENT HAULER

Our company did not visit the site.

**ADDITIONAL INFORMATION:**

For additional general information or questions about this bid proposal, please contact please contact Kaitlin Sackner at (248) 524-3376 between the hours of 8:00 AM and 4:30 PM, Monday through Friday or Email: K.Sackner@troymi.gov.

**CURRENCY:**

All figures are to be in U. S. Funds.

**DOWN PAYMENTS AND PREPAYMENTS:**

Any bid received which requires a down payment or prepayment for services to be performed prior to work completion, as being in conformance with specifications will not be considered for award.

**AWARD:**

The evaluation and award of this bid shall be a combination of factors including but not limited to cost, professional competence, compliance with required laws and regulations, references, the equipment to be used to meet the specified hauling capabilities, and the correlation of the proposal submitted to the needs of the City of Troy.

The City of Troy reserves the right to award the bid to the lowest responsible bidder(s) for each item or to combine items if deemed to be in the City of Troy's best interest; 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.

**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.

**PRICES:**

Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm for the entire contract period, which shall commence on the date of award, and expire April 30, 2018. The contract contains an option to renew for one (1) additional year, if within 90 days of contract termination both parties agree to the renewal under the same terms, prices, and conditions. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

**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 to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

COMPANY NAME:

DALES DISPOSAL

**DISPOSAL OF STREET SWEEPINGS AND CATCH BASIN MATERIAL:**

Street Sweepings and Catch Basin Material received from the Department of Public Works are to be disposed of in accordance with current FEDERAL GUIDELINES. Bidders specifically are responsible for any fees, cost for testing of materials, getting manifest, etc. including DEQ and Disposal Site Permits and testing's required to dispose of sludge and street sweepings. Bid prices must include these costs.

The Street Sweepings and Catch Basin Material will be sent to:

Location PINE TREE ACRES

**CHECK ONE:**

- ☒ Is an approved site for Street Sweepings and Catch Basin Material.  
The site's EPA Permit Number is: \_\_\_\_\_
- ☐ Is not an approved disposal site for Street Sweepings and Catch Basin Material.

**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.

COMPANY: CITY OF FRASER DPW  
ADDRESS: 33000 GOLFELD FRASER MI 48026  
PHONE: (517) 293-3100 CONTACT BJ VAN FLETERMAN  
EMAIL: \_\_\_\_\_

COMPANY: CITY OF WARREN DPW  
ADDRESS: 1 CITY SQUARE WARREN MI 48093  
PHONE: (517) 759-9270 CONTACT GUS GANHAM  
EMAIL: \_\_\_\_\_

COMPANY: CITY OF STELLING HEIGHTS  
ADDRESS: 40555 UTICA RD PO BOX 9 ST HGTS 48311  
PHONE: (517) 446-2489 CONTACT JAMES BULLINGER  
EMAIL: \_\_\_\_\_

- ☐ Please check this box if this bid proposal is based on an all or none award – "One Lot Pricing" not to be broken up by item.

**PURCHASE ORDER:**

After the Troy City Council has approved the award and acceptable insurance certificates received, the successful bidder will be issued a purchase order from the City of Troy, which will create a bilateral contract between the City of Troy and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with the specifications. A contract document will not be issued.

**SUBCONTRACTORS:**

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

**CONTRACT TERMINATION:**

The City of Troy shall reserve the right to terminate the contract upon 30 days written notice for any reason deemed to be in its best interest. For performance related issues, 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.

COMPANY NAME: DALES DISPOSAL

**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.

**DEFAULTED VENDORS:**

If a vendor has defaulted on a past City of Troy contract, that vendor is precluded from bidding on this contract.

**LOCAL PREFERENCE:**

The City of Troy reserves the right to award a contract to a local business, one who 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.

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.

COMPANY NAME: DALES DISPOSAL

**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.

**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:

DALES DISPOSAL

**SIGNATURE PAGE**

**PRICES:**

Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm for the entire contract period, which shall commence on the date of award, and expire April 30, 2019. The contract contains an option to renew for one (1) additional year, if within 90 days of contract termination both parties agree to the renewal under the same terms, prices, and conditions. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

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 addendum as issued.

COMPANY DALES DISPOSAL

ADDRESS 3475 UTICA CITY FRASER STATE MI ZIP 48026

TELEPHONE NO. (5) 778-1919 FAX NO. (5) 415-8860

REPRESENTATIVE'S NAME ERIC MOOSE  
(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE 

TERMS NET 30 WARRANTY NONE

E-MAIL ERIC@DALESDISPOSAL.COM DELIVERY TIME: 24-48 HOURS

**EXCEPTIONS:**

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

NONE

**ACKNOWLEDGEMENT:**

I, ERIC MOOSE, 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 MITN website, [www.mtn.info](http://www.mtn.info) and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE 



## ATTACHMENT "A" EQUIPMENT LIST

(5) 50 YD/EA GRAVEL TRAINS

(5) 2002-2017 MACK TRACTORS

(5) 2002-2005 FROEHNKE TRAILERS





## Legal Status of Bidder:

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

A **corporation** duly organized and doing business under the laws of the State of MICHIGAN  
for whom ERIC MOASE, bearing the office title of PRESIDENT  
\_\_\_\_\_, whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

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

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

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



**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:

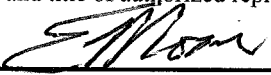
1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (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.

DALES DISPOSAL, INC  
Name of Agency/Company/Firm (Please Print)

ERIC MORSE PRESIDENT  
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	DALE'S DISPOSAL INC
Street Address	31475 UTICA RD
City	FRASER
State, Zip	MI 48026
Corporate I.D. Number/State	—
Taxpayer I.D. #	20 - 8191810

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: \_\_\_\_\_

G:\BidLanguage\_IranLinkedBusiness



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Eric J Morse, being duly sworn deposed, says that he/she  
(Print Full Name)

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

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

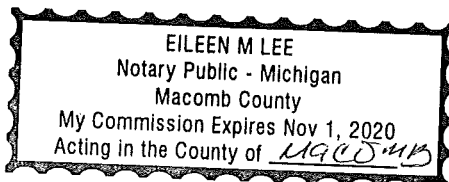
[Signature]  
SIGNATURE OF PERSON SUBMITTING BID

[Signature]  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 17 day of April, 2018 in and for Macomb  
County.

My commission expires:

11 07-2020





# CITY COUNCIL AGENDA ITEM

Date: April 19, 2018

To: Mark F. Miller, Acting City Manager

From: MaryBeth Murz, Purchasing Manager  
Kurt Bovensiepe, Public Works Manager  
Scott Carruthers, Interim Streets & Drains Operations Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidders meeting Specifications - Hauling and Disposal of Dirt and Debris

## History

- The work includes the hauling and disposal of broken concrete and asphalt, fill dirt excavated from water and sewer repairs, and catch basin sludge and street sweepings.
- The current contract expires April 30, 2018.

## Purchasing

On April 19, 2018 a bid opening was conducted as required by City Charter/Code and bids were received at the City's request from firms interested in providing seasonal requirements of Hauling Disposal of Dirt and Debris. Companies were notified via the Michigan Intergovernmental Trade Network (MITN); [www.mitn.info](http://www.mitn.info). 1738 vendors were notified via the MITN website. Three (3) bid responses were received. Below is a detailed summary of the vendor responses.

<b>Companies notified via MITN</b>	738
Troy Companies notified via MITN	25
Troy Companies notified Active email Notification	23
Troy Companies - Active Free	2
<b>Companies that viewed the bid</b>	17
Troy Companies that viewed the bid	1

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

Based upon the bid responses and as per the attached bid tabulation; it is in the City's best interest to award the bid; *low bid as specified* by line item. Note that the low bidder does not meet specifications. The award is contingent upon contractors' submission of proper insurance certificates, and all other specified requirements.

## Financial

Funds are available through the Public Works operating budgets for the Streets and Water Divisions.

## Recommendation

City Management recommends awarding contracts for one-year requirements of Hauling and Disposal of Dirt and Debris, with an option to renew for one (1) additional year to the low bidders meeting specifications, Osburn Industries of Taylor, MI for items #1, #2 and #3 for an estimated total cost of \$241,000.00, and Dales Disposal of Fraser, MI for item #4 for an estimated total cost of \$82,425.00, at the unit prices contained in the bid tabulation; contracts to expire April 30, 2020.

G:\Bid Award 18-19 New Format\Award Standard Purchasing Resolution 2 HaulingDisposal DirtDebris ITB-COT 18-22.doc

**STANDARD PURCHASING RESOLUTION 2 – Award To Low Bidders meeting Specifications –Hauling and Disposal of Dirt and Debris**

RESOLVED, That Troy City Council hereby **AWARDS** contracts for one-year requirements for the Hauling and Disposal of Dirt and Debris with an option to renew for one (1) additional year to the low bidders meeting specifications; *Osburn Industries of Taylor, MI* for items #1, #2 and #3 for an estimated total cost of \$241,000.00, and *Dale's Disposal of Fraser, MI* for item #4 for an estimated total cost of \$82,425.00 at the unit prices contained in the bid tabulation opened April 19, 2018, a copy of which shall be **ATTACHED** to the original minutes of this meeting, with the contracts expiring April 30, 2020.

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



# CERTIFICATE OF LIABILITY INSURANCE

DALES-1

OP ID: DG

DATE (MM/DD/YYYY)

05/04/2018

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

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

<b>PRODUCER</b> Szura Insurance Services 109 E. Fourth St. Rochester, MI 48307-2021 Matthew T. Szura		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL:</b> <b>ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A : Michigan Millers</b>	
		<b>NAIC #</b> <b>14508</b>	
<b>INSURED</b> Dale's Landscaping Supply, Inc Dales Disposal Inc Dale Moase 16720 E. 13 Mile Road Roseville, MI 48066		<b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	

**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	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	C0509065	11/08/2017	11/08/2018	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000					
	MED EXP (Any one person) \$ 5,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
	GENERAL AGGREGATE \$ 2,000,000					
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> COMP/COLL	X	C0509065	11/08/2017	11/08/2018	PRODUCTS - COMP/OP AGG \$ 2,000,000
	Emp Ben. \$ 1,000,000					
	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000					
	BODILY INJURY (Per person) \$					
	BODILY INJURY (Per accident) \$					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input checked="" type="checkbox"/> RETENTION \$ 0		L0105520	11/08/2017	11/08/2018	PROPERTY DAMAGE (PER ACCIDENT) \$
	DEDUCTIBLE \$ 1,000					
	EACH OCCURRENCE \$ 1,000,000					
	AGGREGATE \$ 1,000,000					
	\$					
A	<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 <input type="checkbox"/> N/A	N/A	W0510663	11/08/2017	11/08/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 500,000					
	E.L. DISEASE - EA EMPLOYEE \$ 500,000					
	E.L. DISEASE - POLICY LIMIT \$ 500,000					
A	Property Floater		C0509065	11/08/2017	11/08/2018	Equipment Scheduled Deductibl 2,500

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

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 as additional insured on the general liability per form CG855, and automobile liability per form CA498

**CERTIFICATE HOLDER****CANCELLATION**

<b>CITYTRO</b>  City of Troy Building Dept 500 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 Matthew T. Szura

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**NOTEPAD:**

HOLDER CODE CITYTRO  
INSURED'S NAME Dale's Landscaping Supply, Inc

DALES-1  
OP ID: DG

PAGE 2  
Date 05/04/2018

This insurance is primary and non-contributory per policy forms/endorsement and subject to the certificate holder's contractual agreement with the named insured.  
30 Day Notice of cancellation for other than non payment of premium.  
non-payment of premium 10 Days Notice.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY PAK**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01)

**SUMMARY OF COVERAGES**

Description	Limit of Insurance	Page
Additional Insured - Broad Form Vendors	Included	4
Additional Insured - Lessor of Leased Equipment	Included	4
Additional Insured - Managers or Lessors of Premises	Included	4
Additional Insured - State or Political Subdivisions - Permits	Included	4
Additional Insured - Volunteers	Included	5
Additional Insureds by Written Contract	Included	3
Broad Form Named Insured	Included	3
Broad Form Property Damage	\$25,000 Per Occurrence	2
Broad Knowledge / Notice of Occurrence	Included	6
Damage To Premises Rented to You	\$300,000 Any One Premises	2
Incidental Medical Malpractice Liability	Included	6
Liberalization	Included	7
Medical and Dental Payments	\$10,000 Medical Expense Limit	2
Mental Anguish	Included	6
Mobile Equipment	Included	6
Newly Acquired Organizations	Included	3
Non-Owned Watercraft	51 feet	1
Personal Injury and Advertising Injury Redefined	Included	7
Property Damage Liability - Borrowed Equipment	\$25,000 Occurrence / \$50,000 Aggregate	3
Property Damage Liability - Elevator and Sidetrack Agreement	Included	2
Supplementary Payments Increased Limits		
Bail Bonds	\$2,500	2
Loss of Earnings per Day	\$1,000	2
Waiver of Transfer of Rights Of Recovery Against Others to Us	Included	6

The terms and conditions of this policy are amended as indicated below:

**I. Non-Owned Watercraft**

**SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE, Exclusion 2.g.(2)** is revised as follows:

This exclusion does not apply to:

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

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft.

This provision does not apply if the insured has any other insurance for "bodily injury" or "property damage" liability that would also be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision does not provide any insurance.

**II. Damage To Premises Rented To You**

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE**, the last paragraph of **2.** is deleted and replaced with the following:

Exclusions c. through n. do not apply to "Property Damage" to the premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage which is the greater of:

- a. The Damage To Premises Rented To You Limit for Each Occurrence shown in the Declarations; or
- b. \$300,000

Under **Section III - LIMITS OF INSURANCE**, paragraph **6.** does not apply.

**III. Supplementary Payments**

**SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A & B**, is revised as follows:

1. In paragraph **2.**, the limit of \$250 for bail bonds is increased to \$2,500.
2. In paragraph **4.**, the limit of \$250 for daily loss of earnings is increased to \$1,000.

**IV. Medical And Dental Payments**

Under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**, if **COVERAGE C. MEDICAL PAYMENTS**, is not otherwise excluded from this Coverage Part:

1. The Medical Payments Limit is changed to the greater of:
  - a. \$10,000; or
  - b. The Medical Expenses Limit shown in the Declarations of this Coverage Part.
2. The provision, in **C. 1.a.(2)** that the expenses must be incurred and reported to us within one year of the date of the accident, is increased to three years.

**V. Broad Form Property Damage**

Under **SECTION I - COVERAGE A**, Exclusion **2.j.** is amended as follows:

1. Paragraph **(3)** does not apply.
2. Paragraphs **(4)** and **(6)** do not apply to customer's property at your described premises.

We do not cover any property:

1. Subject to motor vehicle registration; or
2. While being used to perform construction operations.

Our limit for any one "occurrence" under this coverage provision is \$25,000.

The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4.** Other Insurance is changed accordingly.

**VI. Property Damage Liability - Elevators And Sidetrack Agreements**

The following is added under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

1. Exclusions j. **(3)**, **(4)** and **(6)** do not apply to the use of elevators.
2. Exclusion k. does not apply to:
  - a. The use of elevators; or
  - b. Liability assumed under a sidetrack agreement.

The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4.** Other Insurance is changed accordingly.

**VII. Property Damage Liability - Borrowed Equipment**

The following is added to Exclusion j. under Coverage A. (Section I):

Paragraph (4) of this exclusion does not apply to equipment which you borrow unless the "property damage" occurs while such equipment is being used by an insured at a job site.

Subject to all of the terms of **SECTION III - LIMITS OF INSURANCE**, the maximum limit in any one occurrence is \$25,000 and an annual aggregate of \$50,000.

This insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to you, and **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4**. Other Insurance is changed accordingly.

**VIII. Broad Form Named Insured**

The following is added under **SECTION II - WHO IS AN INSURED**:

- 1.e. An organization other than a partnership, joint venture or limited liability company, any of your subsidiary companies or any company over which you exercise control and actively manage and to which other insurance does not apply are an insured.

**IX. Newly Acquired Organizations**

Under **SECTION II - WHO IS AN INSURED, 4**, is deleted and replaced with the following:

1. If you are an organization other than a partnership, joint venture, or limited liability company, any organization you newly acquire or form over which you maintain ownership or majority interest, exercise control and actively manage and to which no other similar insurance is available is a named insured. However:
  - a. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - b. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**X. Additional Insureds By Written Contract**

- A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you are required to add as an additional insured to this policy by a written contract or written agreement that is:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury", "property damage", "personal and advertising injury".

- B. The insurance provided to the additional insured applies as follows:**

1. That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
  - (a) Premises you own, rent, lease, or occupy or
  - (b) Your ongoing operations performed for the additional insured at the job indicated by written contract or agreement.
2. The limits of insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this policy whichever is less. These limits of insurance are inclusive of and not in addition to the limits shown in the Declarations.

- C. Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, under 4. other insurance, is amended as follows:

The following is added to this provision:

1. Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance is primary.

- D. With respect to the insurance afforded these additional insureds, the following additional insured exclusion applies:**

1. If the additional insured is an architect, engineer, or surveyor, this insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
  - (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings, designs or specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.
2. The insurance afforded the additional insured does not apply to:
  - (a) "Bodily injury" or "property damage" occurring after:
    - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on the behalf of the additional insured(s) at the site of the covered operations has been completed; or
    - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than the contractor or subcontractor engaged in performing operations for a principal as part of the same project.

**XI. Additional Insured - State or Political Subdivisions - Permits**

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

1. Any state or political subdivision which has issued a permit to you, subject to the following provisions:
  - a. This insurance applies only with respect to operations performed by you or on your behalf for which the state, governmental agency or political subdivision has issued a permit or authorization.
  - b. This insurance does not apply to:
    - (1) "Bodily injury", "property damage", "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
    - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**XII. Additional Insured - Managers Or Lessors of Premises**

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

1. Any manager or lessor of premises shown in the Declarations is also an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations and subject to the following additional exclusions:

The following exclusions are added:

1. This insurance does not apply to:
  - a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
  - b. Structural alterations, new construction or demolition operations performed by or on behalf of any manager or lessor of premises shown in the Declarations.

**XIII. Additional Insured - Lessor of Leased Equipment**

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

1. The person(s) or organization(s) who leases equipment to you for use in your business is also an insured, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**XIV. Additional Insured - Broad Form Vendors**

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

1. Any person(s) or organization(s) (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance is also an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of a vendor's business, subject to the following additional exclusions:

- a. The insurance afforded the vendor does not apply to:
- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (2) Any express warranty unauthorized by you;
  - (3) Any physical or chemical change in the product made intentionally by the vendor;
  - (4) Repackaging, except when unpacked solely for the purpose of inspection; demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (5) Any failure to make such inspections, adjustments, tests, or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
  - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (a) The exceptions contained in Sub-Paragraphs (4) or (6); or
    - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- c. This provision does not apply to any vendor included as an insured by an endorsement issued by us and made part of the Coverage Part.
- d. This provision does not apply if "bodily injury" or "property damage" included within the "products-complete hazards" is excluded either by the provisions of the Coverage Part or by endorsement.

**XV. Additional Insured - Volunteers**

- A. Under **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person(s) who are "volunteer worker(s)" for you only while performing duties related to the conduct of your business.

However, no "volunteer worker(s)" are insureds for:

- (1) "Bodily injury," "property damage," "personal and advertising injury" arising out of rendering or the failure to render professional services by a "volunteer worker".
- (2) "Bodily injury", "personal and advertising injury":
  - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a "employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to other "volunteer worker(s)" while performing duties related to the conduct of your business;
  - (b) To the spouse, child, parent, brother or sister of that "employee" or "volunteer worker" as a consequence of paragraph (2)(a) above; or
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (2)(a) or (b) above.
- (3) "Property damage" to property:
  - (a) Owned, occupied or used by,
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), any member (if you are a limited liability company).

- B. Exclusion 2. a. of Coverage C (Section I) is replaced by the following:

2. a. To any insured, except "volunteer workers".

C. "Volunteer worker(s)" means a person(s) who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**XVI. Incidental Medical Malpractice Liability**

**SECTION II - WHO IS AN INSURED** is amended to add the following paragraph:

However, Part 2.a.(1)(d) does not apply to employed nurses or other employees, excluding physicians or medical doctors, who provide incidental health care services within the scope of their employment by you.

**XVII. Broad Knowledge/Notice Of Occurrence**

The following is added under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirement in condition 2.a. that you must see to it that we are notified of an "occurrence" or offense applies only when the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An "Executive Officer" or insurance manager, if you are a corporation; or
5. A member, if you are a limited liability company.

The requirement in condition 2.b. that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An "Executive Officer" or insurance manager, if you are a corporation; or
5. A member, if you are a limited liability company.

If you report an accident to your Workers' Compensation insurance carrier which later develops into a liability occurrence, coverage for which is provided by this policy, failure to report such occurrence to us at the time of the accident shall not be a violation of the notification of loss condition in this policy (Condition 2. in Section IV). It is understood and agreed, however, that you shall give notification of such occurrence to us as soon as you are made aware of the fact that the particular accident has developed into a liability claim.

**XVIII. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the paragraph 8. **Transfer of Rights of Recovery Against Others To Us** condition is amended by the addition of the following:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and include in the "products - completed operations hazard" when you have waived such right of recovery under a written contract with that person or organization. Such written contract must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury", "property damage", "personal and advertising injury"; or
3. Executed after "bodily injury", "property damage", "personal and advertising injury" if:
  - a. The terms and conditions of the written contract or written agreement had been agreed upon prior to the "bodily injury", "property damage", "personal and advertising injury"; and
  - b. The insured can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "bodily injury", "property damage", "personal and advertising injury".

**XIX. Mental Anguish**

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

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

**XX. Mobile Equipment**

The following is added under **SECTION V - DEFINITIONS, 12. "Mobile Equipment"**:

Paragraph f.(1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

**XXI. Personal and Advertising Injury**

**SECTION V - DEFINITIONS**, "Personal and advertising injury" **d. & e** are deleted and replaced by the following:

- d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;

**XXII. Liberalization**

With respect to coverage provided by this endorsement, if we adopt any revisions that would broaden the coverage under this endorsement without additional premium, the broadened coverage will apply to this policy. It will apply when the change becomes effective in your state.

All policy provisions not in conflict with this endorsement shall continue to apply. This endorsement is a valid part of the policy when the form number is shown on the declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL AUTOMOBILE PAK

This endorsement modifies insurance provided under the following:

BUSINESS AUTOMOBILE COVERAGE FORM (CA 00 01)

The terms and conditions of this policy are amended as indicated below:

**I. SECTION II – LIABILITY COVERAGE** of the **BUSINESS AUTOMOBILE COVERAGE FORM (CA 00 01)** is amended as follows:

**A. BROAD FORM INSURED**

Paragraph **1. Who Is An Insured** of **A. Coverage**, the following are added as named insureds to this policy:

- a. Any subsidiary which is a legally incorporated entity in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- b. Any organization that is newly acquired or formed by you during the policy period and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (1) That is a joint venture or partnership;
  - (2) That is an "insured" under any other automobile policy;
  - (3) That has exhausted its Limit of Insurance under any other automobile policy; or
  - (4) That has been acquired or formed by you for more than 180 days, or after the end of the policy period, unless you have given us notice of the acquisition or formation.

**B. EMPLOYEES AS INSUREDS**

For Covered "Autos", Paragraph **1. Who Is An Insured** of **A. Coverage**, the following is added as named insureds to this policy:

Any of your employees while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

**C. BLANKET ADDITIONAL INSURED – REQUIRED UNDER WRITTEN CONTRACT**

Paragraph **1. Who Is An Insured** of **A. Coverage**, the following are added as named insureds to this policy:

Any person(s), organization(s) or governmental entity with respect to the operation, maintenance, or use of a covered "auto" is also an additional insured, if in order to comply with the terms of a written "insured contract" or written agreement you are required that such person(s), organization(s) or governmental entity be included as an additional insured on your policy. This does not apply when such a contract or agreement:

- a. Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or
- b. Is executed after the date of loss;

Provision **C.b.** above does not apply if:

- a. The terms and conditions of the written "insured contract" had been agreed upon prior to the "accident" or "loss"; and



- b. You can definitively establish that the terms and conditions of the written "insured contract" ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

**D. EMPLOYEE AS LESSOR**

Under Paragraph 1. Who Is An Insured of A. Coverage, the following are added as named insureds to this policy:

1. Any "auto" described in the Schedule Of Covered Autos You Own will be considered a covered "auto" you own and not a covered "auto" you hire, borrow or lease under the coverage for which it is a covered "auto".
2. While any covered "auto" described in the Schedule Of Covered Autos You Own is leased to you by one of your "employees", Who Is An Insured is changed to include that "employee" as an "insured".

**E. COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS**

Under Paragraph 2. Coverage Extensions, a. Supplementary Payments paragraphs a.(2) and a.(4) of A. Coverage are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is increased to \$2,500; and
2. In a.(4), the limit for the actual loss of earnings is increased to \$500 per day.

**F. LIMITED FELLOW EMPLOYEE COVERAGE**

Paragraph B.5. Exclusions – Fellow Employee, does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. The insurance provided under this provision is excess over any other collectible insurance.

**G. CARE, CUSTODY OR CONTROL – PROPERTY OF PASSENGERS**

Under B.6. Exclusions – Care, Custody Or Control, the following paragraph is added:

Liability coverage for a covered "auto" is changed as follows:

The Care, Custody or Control exclusion does not apply to "property damage" to or "covered pollution cost or expense" involving property of the "insured's" passengers while such property is carried by the covered "auto".

**II. SECTION III – PHYSICAL DAMAGE COVERAGE of the BUSINESS AUTOMOBILE COVERAGE FORM (CA 00 01) is amended as follows:**

**A. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

Under A. Coverage, paragraph 1., the following is added:

**d. Physical Damage – Hired Cars**

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

The most we will pay for any one "accident" or "loss" to any hired "auto" is the lesser of the actual cash value of the hired "auto" or the cost to restore the hired "auto" to its "pre-accident physical condition", minus a deductible, up to a maximum limit of insurance of \$50,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other insurance that has been purchased for the specific purpose of applying as primary to a hired auto. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

## **B. TOWING**

Under **A. Coverage. 2. Towing**, is deleted and replaced with the following:

We will pay towing and associated labor costs each time a covered "auto" is disabled. All labor must be performed at the place of disablement. If the "auto" is of the private passenger type, there will be no deductible. If the "auto" is not a private passenger type, a \$250 deductible will apply to this coverage but it will not reduce the available limit of insurance. For all types of "autos", the most we will pay under this coverage is \$250 per disablement. "Autos" which are disabled do not include stolen vehicles.

## **C. GLASS BREAKAGE**

The following paragraph is added to **A. Coverage 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**:

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. If the glass must be replaced and there is no other damage associated with the "loss", the deductible will be \$100 unless a lower deductible is shown on the declarations page for the coverage.

## **D. COVERAGE EXTENSIONS**

Paragraph **4. Coverage Extensions** of **A. Coverage** is replaced by the following:

### **4. Coverage Extensions**

#### **a. Transportation Expenses / Rental Reimbursement Expenses**

We will pay up to \$50 per day to a maximum of \$1,500 for temporary expenses incurred by you because of "loss" to a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive, Specified Cause Of Loss or Collision Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

#### **b. Loss Of Use Expense**

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

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

However, the most we will pay for any expenses for loss of use is \$1,500 per "loss".

#### **c. Extra Expense – Stolen Vehicle**

We will pay for actual amounts expended to return a stolen covered "auto" to you up to a maximum of the actual cash value of the stolen covered "auto".

#### **d. Personal Effects Coverage**

We will pay up to \$1,000 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto". No deductible applies to this coverage.

**e. Auto Loan/Lease Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay your additional legal obligations to the lessor or leinholder for any difference between the actual cash value of the covered "auto" at the time of the "loss" and the "outstanding balance" of the lease or loan. This coverage applies only if the lessor or leinholder is shown as a Loss Payee under separate endorsement attached to this policy. We will pay any unpaid amount due on the lease or loan for a covered "auto" less:

- (1) The amount paid under the Physical Damage Coverage Section of the policy; and
- (2) Any:
  - (a) Overdue lease/loan payments at the time of the "loss";
  - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (c) Security deposits not returned by the lessor;
  - (d) Costs for extended warranties, Credit Life Insurance, health, Accident or disability Insurance purchased with the loan or lease;
  - (e) Carry-over balances from previous loans or leases; and
  - (f) The dollar amount of any unrepaired damage which occurred prior to the "loss" of a covered auto.

**E. TAPES, RECORDS, AND DISCS COVERAGE**

Under paragraph B.4.Exclusions, exclusion 4.a. is deleted in its entirety.

The following is added to Paragraph A. Coverage:

1. Under Comprehensive Coverage, we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- a. Are your property or that of a family member; and
- b. Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$250.

2. No Physical Damage Coverage deductible applies to this coverage.

**F. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE**

The following is added to Exclusions, Paragraph B.3. – Section III – Physical Damage Coverage:

The accidental discharge of an airbag shall not be considered mechanical breakdown if it occurs in a covered "auto" for which Comprehensive coverage is purchased. This provision does not apply to "autos" you hire with a driver and it is excess over any warranty specifically designed to provide this coverage.

**G. ELECTRONIC EQUIPMENT COVERAGE**

Under paragraph B.4. Exclusions, exclusion 4.c. and 4.d. does not apply to any "electronic equipment". The following is added to Paragraph A. Coverage:

1. Under Comprehensive Coverage, we will pay for "loss" to any "electronic equipment". This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

2. The most we will pay in the event of a "loss" under this provision is the lesser of:
  - a. The actual cash value of the "electronic equipment" at the time of the "loss";
  - b. The cost of repairing or replacing the "electronic equipment" with other "electronic equipment" of like kind or quality; or
  - c. \$5,000.

3. If "loss" to the "electronic equipment" is the result of a "loss" to the covered "auto" under this Coverage Form's Comprehensive, Specified Causes of Loss or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to "electronic equipment" caused by fire or lightning.

If "loss" occurs solely to the "electronic equipment", then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$250 deductible. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

4. This provision G. shall not apply to equipment for which coverage is already provided by exceptions to exclusion 4. c. and 4. d. under **Section III – Physical Damage Coverage**.

"Electronic equipment" means equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This includes antennas and other accessories, other than tapes, records, or discs, necessary for the use of the "electronic equipment."

#### **H. MULTIPLE DEDUCTIBLE PROTECTION**

The following is added to Paragraph D. **Deductible** under **Section III – Physical Damage Coverage**:

1. Whenever a covered tractor and trailer are each damaged in the same "loss" while operating as a combined tractor and trailer unit, only one deductible shall apply to the accident. The larger of the two deductibles shall apply.
2. When any occurrence results in a "loss" under more than one policy or coverage form issued by us, only one deductible shall apply to all damages arising from such an occurrence. Only the largest deductible of the applicable Coverage form(s) will apply to such loss.
3. In no event will the deductible amount ever be greater than the amount that would have applied without this provision.

### **III. SECTION II – LIABILITY COVERAGE and SECTION III – PHYSICAL DAMAGE COVERAGE of the BUSINESS AUTOMOBILE COVERAGE FORM (CA 00 01) are amended as follows:**

#### **A. DRIVE OTHER CAR COVERAGE – BROADENED FOR EXECUTIVE OFFICERS**

##### **1. Changes In Liability Coverage**

- a. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any executive officer or by his or her spouse while a resident of the same household except:

- i. Any "auto" owned by that executive officer or by any member of his or her household.
- ii. Any "auto" used by that executive officer or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

- b. The following is added to **Who Is An Insured**:

Any executive officer and his or her spouse, while a resident of the same household are "insured" while using any covered "auto" described in above Paragraph A.1.

## **2. Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages**

The following is added to **Who Is An Insured**:

Any executive officer and his or her "family members" are "insured" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that executive officer or by any "family member".

## **3. Changes In Physical Damage Coverage**

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of an executive officer or his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that executive officer or by any member of his or her household.
- b. Any "auto" used by that executive officer or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

## **4. Additional Definition**

As used in this section:

"Family member" means a person related to the individual named in the Schedule by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

## **B. LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

### **1. Coverage**

- a. Any "leased auto" designated or described in the Schedule of Covered Autos You Own will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- b. For a "leased auto" designated or described in the Schedule of Covered Autos You Own, **Who Is An Insured** is changed to include as an "insured" the lessor as shown in the Policy Interest Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - i. You;
  - ii. Any of your "employees" or agents; or
  - iii. Any person, except the lessor of any other "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- c. The coverages provided under this section apply to any "leased auto" described in the Schedule of Covered Autos You Own until the expiration date shown in the lease agreement, or when the lessor or his or her agent takes possession of the "leased auto", whichever comes first.

### **2. Loss Payable Clause**

- a. We will pay, as interest may appear, you and the lessor named for "loss" to a "leased auto".
- b. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- c. If we make any payment to the lessor, we will obtain his or her rights against any other party.

### **3. Cancellation**

- a. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- b. If you cancel the policy, we will mail notice to the lessor.
- c. Cancellation ends this agreement.

4. The lessor is not liable for payment of your premiums.

**5. Additional Definition**

As used in this section:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

**IV. SECTION IV – BUSINESS AUTO CONDITIONS of the BUSINESS AUTOMOBILE COVERAGE FORM (CA 00 01) is amended as follows:**

**A. Duties in the Event Of an Accident, Claim, Suit, or Loss**

1. Your obligation in Loss Condition 2.a. relative to notification requirements applies only when the "accident" or "loss" is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership;
  - c. A member, if you are a joint venture or limited liability company; or
  - d. An executive officer or insurance manager, if you are an organization other than a partnership, joint venture, or limited liability company.

**B. Unintentional Failure To Disclose Hazards**

If you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium due to us as a result of these undisclosed hazards in accordance with our filed rating plans.

**C. Non-Owned Auto Waiver of Subrogation**

We hereby waive any right of subrogation against any of your officers, directors, or employees which might arise by reason of any payment under the insurance afforded by the policy for the operation, maintenance, use, loading, or unloading of non-owned "autos". This waiver extends only to payments in excess of other valid and collectible insurance available to the officer, director, or employee.

**D. Blanket Waiver of Subrogation When Required Under Written Contract**

The following is added to **Section VI – Business Auto Conditions, 5. Transfer of Rights of Recovery Against Others To Us:**

However, we waive any right of recovery we may have against a person, organization or government entity when you have waived such right of recovery under a written "insured contract" provided such written "insured contract" is:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "accident" or "loss"; or executed after the "accident" or "loss" if:
  - a. the terms and conditions of the written "insured contract" had been agreed upon prior to the "accident" or "loss"; and
  - b. you can definitively establish that the terms and conditions of the written "insured contract" ultimately executed are the same as those which had been agreed upon to the "accident" or "loss".

All policy provisions not in conflict with this endorsement shall continue to apply. This endorsement is a valid part of the policy when the form number is shown on the declarations.



# CERTIFICATE OF LIABILITY INSURANCE

OSBUR-1

OP ID: MP

DATE (MM/DD/YYYY)

08/31/2017

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

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

<b>PRODUCER</b> Charles O. Howey, Jr. Howey & Associates, Inc. 22333 Allen Road Woodhaven, MI 48183 Charles O. Howey, Jr	<b>CONTACT NAME:</b> Charles O. Howey, Jr.	
	<b>PHONE (A/C, No, Ext):</b> 734-676-6600	<b>FAX (A/C, No):</b> 734-676-1372
<b>INSURED</b> Osborn Industries, Inc. See Notes for Complete Name 5850 Pardee Taylor, MI 48180	<b>E-MAIL ADDRESS:</b> mpaquette@howey-insurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Cincinnati Insurance Co. A+	<b>NAIC #</b> 10677
	<b>INSURER B:</b> Acuity A+	<b>14184</b>
	<b>INSURER C:</b> Philadelphia Insurance Co.	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**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	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>	X	EPP0209294	08/31/2017	08/31/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual Liab		EPP0209294	08/31/2017	08/31/2018	PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Stop Gap		EPP0209294	08/31/2017	08/23/2018	GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
B	<b>AUTOMOBILE LIABILITY</b>		X78348	08/31/2017	08/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> SCHEDULED AUTOS					\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	EPP0209294	08/31/2017	08/31/2018	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N <input checked="" type="checkbox"/> N/A	X78348	08/30/2017	08/30/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Motor Truck Cargo		EPP0209294	08/31/2017	08/31/2018	Limit See notes

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

City of Troy, including Architects and Engineers, All Elected and Appointed Officials, All Employees and Volunteers, Boards, Commissions and/or Authorities and Their Board Members, Employees, and Volunteers as additional insureds under the Commercial General Liability.

**CERTIFICATE HOLDER****CANCELLATION**

<b>CITYTRO</b>  City of Troy 500 W. Big Beaver Troy, MI 48084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Charles O. Howey, Jr

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# NOTEPAD

INSURED'S NAME Osburn Industries, Inc.

OSBUR-1  
OP ID: MP

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Date 08/31/2017

Complete Named Insured: Osburn Industries; Dale Osburn Inc; Truckway  
Services Inc of Michigan; Detroit Bulk Dock Inc; RT Materials LLC; Motor  
City Materials LLC, Fifty Two Mineral LLC, Pleasant Ave Acquisitions, LLC

Motor Truck Cargo Limit:

Scheduled Equipment Limit for two units - \$250,000 each  
Limit of coverage for other units - \$5,000 each  
Deductible \$2,500

Philadelphia Insurance Co. Policy# PHPK1179082  
Onsite Pollution Liability Limits \$1,000,000



**NOTEPAD:**

HOLDER CODE CITYTRO  
INSURED'S NAME Osburn Industries, Inc.

OSBUR-1  
OP ID: MP

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Date 08/31/2017

**Amended cancellation clause:**

Should any of the above described policies be cancelled or materially changed before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named to the left.