

b) **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Asphalt Patching Material - COLD**

Resolution #2019-04-042-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a for seasonal requirements of Asphalt Patching Material – Cold Patch to the local low bidder meeting specifications, *Ace-Saginaw Paving Co. of Saginaw, MI*, for an estimated total cost of \$40,400, at the unit price per ton contained in the bid tabulation opened March 28, 2019, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, the cost of which shall not exceed annual budgetary limitations; with the contract 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

Ship To

CITY OF TROY
Streets
4693 ROCHESTER ROAD
TROY, MI 48085

Bill To

CITY OF TROY
Streets
4693 ROCHESTER ROAD
TROY, MI 48085

No. 2019-00001295

DATE: 04/24/2019

PAGE: 1 of 1

FOB DESTINATION

VENDOR NO. 171009

Vendor

ACE-SAGINAW PAVING COMPANY
2981 CARROLLTON ROAD
SAGINAW, MI 48604

EXPIRATION DATE

04/30/2020

COUNCIL RESOLUTION

2019-04-042-J-4b

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
400	Ton	Asphalt Patching Material- COLD Patch Provide seasonal requirements for Asphalt Patching Material - COLD patch on as needed basis not to exceed budgetary limitations as per Scott Caruthers, Streets & Drains Operations Manager. 248 524 3501.	101.0000	\$40,400.00

Entered By: MaryBeth Murz

\$40,400.00

Special Instructions:

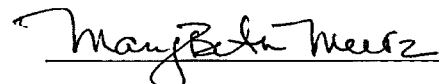
CITY COUNCIL AWARD DATE: 4/22/2019. Deliver Asphalt Patching Materials as per ITB-COT 19-22 bid specifications. CERTIFICATE OF INSURANCE and ENDORSEMENT shall be on file for the duration of the contract.

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.



VENDOR NAME:	Ace- Saginaw Paving Co.	Ajax Materials Corporation	Cadillac Asphalt LLC	Maloney Trucking Inc.
	Saginaw, MI	Troy, MI	Canton, MI	Troy, MI

PROPOSAL: Provide seasonal requirements of Asphalt Patching Material - Cold Patch

Description	UOM	QTY	Unit Price	Ext Price	Unit Price	Ext Price	Unit Price	Ext Price	Unit Price	Ext Price
QPR/UPM - Delivered	TON	400	\$ 101.00	\$40,400.00	\$107.26	\$42,904.00	\$111.00	\$44,400.00	\$121.25	\$48,500.00
Alternate									\$111.25	\$44,500.00
Brand Name or Approved Equal:			QPR		UPM		UPM		UPM/ Dura Patch	
Minimum Load (State minimum load requirement)			50 TON		50 TON		50 TON		50 TON	
Payment Terms:			Net 30		Net 30		Net 30		None	
Hours of Operation:			8-5PM		8-2PM M-F		6AM-4PM T-F		M-F	
24 hour phone number:			989-737-2863		248-388-1687		248-288-6281		248-379-6565	
References:	Y OR N		Y		Y		Y		Y	
Insurance Met:	Y OR N		Y		Y		Y		Y	
Delivery			2 Days		24-48 Hours		24 Hours		As Needed	
Warranty:			N		As Per UPM Requirement		N		N	
Exceptions:			N		N		N		N	
Acknowledgement:	Y OR N		Y		Y		Y		Y	
Forms:	Y OR N		Y		Y				Y	

ATTEST:
Kaitlin Sackner
Kurt Bovensiepe
Cheryl Stewart
Kristine Kallek

MaryBeth Murz,
Purchasing Manager



**CITY OF TROY
BID PROPOSAL**

ITB-COT 19-22
Page 1 of 6

The undersigned proposes to furnish **SEASONAL REQUIREMENTS OF ASPHALT PATCHING MATERIAL - COLD PATCH** with a one year renewal in accordance with the attached bid specifications to be considered an integral part of this proposal, at the following prices.

COMPANY NAME: Ace-Saginaw Paving Co

PROPOSAL A – WEEK DAY DELIVERY

Item	EST QTY		Description	Unit Price
	(Tons)			
1.	400		QPR/UPM or Approved Alternate - Delivered	\$ <u>101.00</u> /ton

Please State Material QPR/ UPM or Approved Alternate: QPR

Minimum Load (state minimum load requirement): 50

Hours of Operation: 8-5

24 Hr. Emergency Phone No. 989-737-2863

ESTIMATED QUANTITIES:

Quantities stated are estimated and not guaranteed. The quantities stated will be used for award purposes only but were based upon an average of actual usage for seasonal requirements. The City of Troy will not be penalized for ordering more or less than the stated quantities.

DELIVERY:

QPR/UPM or approved alternate materials are F.O.B. delivered, freight paid, to the City of Troy DPW Yard, 4693 Rochester Rd., Troy, MI 48085.

INFORMATION:

For additional general information or questions about this material, please contact **Kaitlin Sackner** at (248) 524-3376 between the hours of 8:00 a.m. and 4:30 p.m., Monday - Friday.

CURRENCY:

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

DOWN PAYMENTS AND PREPAYMENTS:

Any bid proposal submitted which requires a down payment or prepayment of any kind prior to delivery and acceptance of the material, 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 by not limited to: cost, compliance, and the correlation of the proposal submitted to the needs of the City of Troy.

The City of Troy reserves the right to award this bid to the lowest responsible bidder meeting specifications; to reject low bids that have major deviations from specifications; to accept a higher bid that has only minor deviations; whatever is deemed to be in the City's best interest.

CONTRACT FORMS:

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

DELIVERY:

The contractor will be notified as to the quantity needed before noon on the day prior to the desired delivery date. Delivery will be expected at the time requested as long as the minimum notification is given. The successful bidder(s) will provide continuous delivery until the order is complete.

APPROVED ALTERNATES:

The City of Troy's designated department representative or his/her designee will review all items submitted for consideration as approved alternates. Their decision as to acceptability will be deemed in the City of Troy's best interest and will be final.

PRICES:

Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices are to remain firm for the entire contract period, which shall commence on the date of award and expire April 30, 2020.

IMPORTANT:

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

NOTE:

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

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:	<u>OAKLAND County Road Commission</u>	
ADDRESS:	_____	
PHONE:	_____	CONTACT _____
EMAIL:	_____	
COMPANY:	<u>City of Southfield</u>	
ADDRESS:	_____	
PHONE:	_____	CONTACT _____
EMAIL:	_____	
COMPANY:	<u>Livingston County Road Commission</u>	
ADDRESS:	_____	
PHONE:	_____	CONTACT _____
EMAIL:	_____	

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.

COMPANY NAME: Ace-Saginaw Paving Co

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.

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.

COMPANY NAME: Ace-Saginaw Paving Co.

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

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

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

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

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

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

INSURANCE VERIFICATION:

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

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

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

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

COMPANY NAME: Ace - Saginaw Paving Co.

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: Ace-Saginaw Paving Co.

SIGNATURE PAGE

PRICES: Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices are to remain firm for the entire contract period.

The contract contains an option to renew for one additional year through mutual consent, within 90 days of contract termination under the same pricing structure, terms, and conditions. The renewal is subject to a favorable market survey and City Council approval. 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: _____

Nathan Gotts

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 Acc-Saginaw Paving Co

ADDRESS 2981 Carrollton Rd CITY Saginaw STATE MI ZIP 48604

TELEPHONE NO. 988 755-8147 FAX NO. 988 755-0426

REPRESENTATIVE'S NAME NATHAN GOTTS

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE *Nathan Gotts* (Print)

TERMS net 30 WARRANTY —

E-MAIL ngotts@acesaginawpaving.com DELIVERY TIME: 2 Days

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, NATHAN GOTTS, 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 _____

Nathan Gotts



**CITY OF TROY
SPECIFICATIONS
ASPHALT PATCHING MATERIAL**

CONDITIONS:

Prices quoted shall not include Federal Excise or State Taxes.

An independent testing laboratory at the request of the City will certify unit weight and compliance with the specifications. All costs for testing will be paid for by the bidder.

Prices quoted for delivered materials do not apply while frost laws are in effect unless weight limits allow a full load over a suitable route between the source of supply and the delivery site.

If applicable, all patching materials that do not meet the minimum requirements of the Michigan Department of State Highways Standard Specifications shall be removed and replaced with suitable material by the bidder at no additional cost to the City.

SPECIFICATIONS:

The Asphalt Patching Material bid under this proposal shall meet all the requirements of the current Michigan Department of Transportation's "Standard Specifications for Highway Construction", as applicable, for the following basic types of asphalt paving and patching materials:

Asphalt Patch Material

Cold Patch or equivalent meeting the MDOT CP-1 Spec or the following ASTM requirements:

Q.P.R./U.P.M.	ASTM D-1310	Flash Point (TOC): 94° C (200° F) Minimum
	ASTM D-2170	Kinematics' Viscosity at 60° C (140° F): 300-400 to 300-4000
	ASTM D-95	Water: 0.2% Maximum
	ASTM D-402	Distillate Test (Volume of original sample)
		To 225° C (435° F): None
		To 260° C (500° F): 0-5%
		To 315° C (600° F): 0-25%
		Residue from Distillate at 360 C (680 F):
		Residue Tests:
	ASTM D-2171	Abs Viscosity at 60° C (140° F): 125-425 Poises
MDOT CP-1	ASTM D-5**	(Modified) Penetration: 200 minimum (using cone method)**
	ASTM D-113	Ductility at 4° C (39° F) 1cm/min: 100 minimums
	ASTM D-2042	Solubility in Trichloroethylene: 99% min
	Patching Mixture Shall be composed of a combination of Coarse Aggregate 31A or 31C, Fine Aggregate, Mineral Filler, if required, and Bituminous Material. The material shall be combined in such proportions as to produce a mixture conforming to the following composition limits, in percent by weight.	
Passing 3/8-inch sieve		100
Passing No. 8 sieve		35- 70
Passing No. 200 sieve		0- 8
Bitumen		4- 7



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 NATHAN GOTTIS, bearing the office title of Project Manager,
whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

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

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

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

TO WHOM IT MAY CONCERN:

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

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

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

Nathan Gotts
SIGNATURE OF PERSON SUBMITTING BID

Catherine Rousseau
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 19th day of March, 2019 in and for Laguna
County.

My commission expires:

Catherine Rousseau



**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.*

Ace-Saginaw Paving Co
Name of Agency/Company/Firm (Please Print)

NATHAN GOTTS
Name and title of authorized representative (Please Print)

Nathan Gotts
Signature of authorized representative

3-19-19
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	Ace-Saginaw Paving Co
Street Address	2981 Carrollton Rd
City	Saginaw
State, Zip	MI 48604
Corporate I.D. Number/State	
Taxpayer I.D. #	38 125 3012

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:

Nathan Gotts

Printed Name of Vendor's Authorized Agent:

NATHAN GOTTS

Witness Signature:

Catherine Rousseau

Printed Name of Witness:

Catherine Rousseau



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

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

List any Familial Relationships:

None

BIDDER:

By: Mathew J. [Signature]
Its: Project Manager

STATE OF MICHIGAN)
)ss.
COUNTY OF Michigan)

This instrument was acknowledged before me on the 20th day of March, 2019, by
Catherine Rousseau



500 West Big Beaver
Troy, MI 48084
troymt.gov

CITY COUNCIL AGENDA ITEM

Date: March 29, 2019

To: Mark F. Miller, City Manager

From: MaryBeth Murz, Purchasing Manager
Lisa Burnham, Finance Manager
Kurt Bovensiepe, Public Works Director
Scott Carruthers, Streets & Drains Operations Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder meeting Specifications
– Asphalt Patching Material – COLD

History

- Asphalt Patching Material – Cold Patch is used on a seasonal basis during colder weather as a temporary patching repair to paved surfaces as needed.
- Usage history for patching material is as follows:

	<u>Quantity (tons)</u>	<u>Price/Ton</u>	<u>Total</u>
2014	195	\$97.50	\$18,989.00
2015	145	\$105.00	\$15,171.45
2016	150	\$89.79	\$13,442.47
2017	153	\$89.79	\$13,693.87
2018	148	\$100.25	\$14,858.06

- The current contract expires on April 30, 2019.

Purchasing

- On March 28, 2019, a bid opening was conducted as required by City Charter/Code and bid proposals were received at the City's request from companies interested in providing seasonal requirements of Asphalt Patching Material – COLD Patch.
- Companies were notified via the Michigan Intergovernmental Trade Network (MITN) www.mitn.info. 140 vendors were notified via the MITN website.
- Four (4) bid responses were received. Below is a detailed summary of the vendor responses:

Companies notified via MITN	140
Troy Companies notified via MITN	2
Troy Companies notified Active email Notification	2
Troy Companies - Active Free	0
Companies that viewed the bid	18
Troy Companies that viewed the bid	3

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



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

- Note that the City specified QPR (Quality Pavement Repair) or UPM (Unique Paving Materials) as acceptable. While UPM is considered slightly better than QPR, both as specified are acceptable to the City.
- The Asphalt Patching Material – COLD Patch will be ordered as required and on an as needed basis at the price of \$101.00/ton.

Financial

Funds for the purchase of Asphalt Patching Material – Cold Patch are budgeted and available in various Public Works operating budgets for the Streets and Water Divisions.

Recommendation

City Management recommends awarding a contract for seasonal requirements of Asphalt Patching Material – COLD, to the low bidder meeting specifications, *Ace-Saginaw Paving Co. of Saginaw, MI*, to be purchased on an as needed basis for an estimated total cost of \$40,400 at the unit price contained in the bid tabulation opened March 28, 2019, not to exceed annual budget limitations.

VENDOR NAME:	Ace- Saginaw Paving Co.	Ajax Materials Corporation	Cadillac Asphalt, LLC	Maloney Trucking Inc.
	Saginaw, MI	Troy, MI	Canton, MI	Troy, MI

PROPOSAL: Provide seasonal requirements of Asphalt Patching Material - Cold Patch

Description	UOM	QTY	Unit Price	Ext Price	Unit Price	Ext Price	Unit Price	Ext Price	Unit Price	Ext Price
QPR/UPM - Delivered	TON	400	\$ 101.00	\$40,400.00	\$107.26	\$42,904.00	\$111.00	\$44,400.00	\$121.25	\$48,500.00
			QPR		UPM		UPM		UPM	
Alternate - Delivered	TON	400							\$111.25	\$44,500.00
									Dura Patch	
Minimum Load (State minimum load requirement)			50 TON		50 TON		50 TON		50 TON	
Payment Terms:			Net 30		Net 30		Net 30		None	
Hours of Operation:			8-5PM		8-2PM M-F		6AM-4PM T-F		M-F	
24 hour phone number:			989-737-2863		248-388-1687		248-288-6281		248-379-6565	
References:	Y OR N		Y		Y		Y		Y	
Insurance Met:	Y OR N		Y		Y		Y		Y	
Delivery			2 Days		24-48 Hours		24 Hours		As Needed	
Warranty:			Blank		As Per UPM Requirement		N		N	
Exceptions:			N		N		N		N	
Acknowledgement:	Y OR N		Y		Y		Y		Y	
Forms:	Y OR N		Y		Y		Y		Y	

ATTEST:
Kaitlin Sackner
Kurt Bovensiepe
Cheryl Stewart
Kristine Kallek


MaryBeth Murz,
Purchasing Manager

**STANDARD PURCHASING RESOLUTION 2 – Award to Low Bidder meeting Specifications –
Asphalt Patching Material - COLD**

RESOLVED, That Troy City Council hereby **AWARDS** a for seasonal requirements of Asphalt Patching Material – Cold Patch to the local low bidder meeting specifications, *Ace-Saginaw Paving Co. of Saginaw, MI*, for an estimated total cost of \$40,400, at the unit price per ton contained in the bid tabulation opened March 28, 2019, a copy of which shall be ATTACHED to the original Minutes of this meeting, the cost of which shall not exceed annual budgetary limitations, with the contract 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.

Contract expires
4.30.2020.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/10/2019

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

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

PRODUCER Hylant - Detroit 2401 W. Big Beaver Rd. Ste 400 Troy MI 48084	CONTACT NAME:	
	PHONE (A/C, No, Ext): 248-643-8750	FAX (A/C, No):
INSURED Ace-Saginaw Paving Co. c/o Edw. C. Levy Co. 115 S. Averill Ave Flint MI 48506	E-MAIL ADDRESS: susan.thompson@hylant.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Old Republic Insurance Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 24147		

COVERAGES

CERTIFICATE NUMBER: 883652989

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Broad Form P.D. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		MWZY314175	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Project Aggregate \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		MWVB314173	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ 10,000						EACH OCCURRENCE \$ AGGREGATE \$ Limit \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWXS314174	10/1/2018	10/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Limit

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

The City of Troy is additional insured per written contract or agreement on a primary and non-contributory basis. Carrier will endeavor to provide 30 days notice of cancellation/10-days for non-payment to the certificate holder.

CERTIFICATE HOLDER

CANCELLATION

City of Troy 500 West Big Beaver Troy MI 48083	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor 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	All locations where you are performing operations for such additional insured pursuant to any such written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

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

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

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

whichever is less.

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
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	All locations where you are performing work for such additional insured pursuant to any such written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US

SCHEDULE

Number of Days Notice of Cancellation: 30

Person or Organization:

All certificate holders where required by written contract, permit, or agreement with the insured.

Address:

Provisions

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

PIL 028 05 10

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED/DESIGNATED INSURED AMENDMENT - PRIMARY AND
NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations where required by written contract.

WHO IS AN INSURED (SECTION II) is amended to include the person(s) or organization(s) shown in the above Schedule, but only with respect to "accidents" arising out of work being performed for such person(s) or organization(s).

As respects any person(s) or organization(s) shown in the above Schedule with whom you have agreed in a written contract to provide primary insurance on a non-contributory basis, this insurance will be primary to and non-contributing with any other insurance available to such person(s) or organizations(s).