

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

Resolution #2020-06-092-J-4e

RESOLVED, That Troy City Council hereby **AWARDS** a contract 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 \$38,000.00, at the unit price per ton contained in the bid tabulation opened June 11, 2020, 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, 2021.

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. 2020-00001495  
DATE: 06/30/2020  
PAGE: 1 of 1  
FOB DESTINATION

**VENDOR NO.** 171009

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

**EXPIRATION DATE**  
04/30/2021  
**COUNCIL RESOLUTION**  
2020-06-092-J-4e

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
400	Ton	Asphalt Patching Materials- Cold Patch Provide seasonal requirements for Asphalt Patching Material- COLD patch on an as needed basis not to exceed budgetary limitations as per Scott Carruthers Streets & Drains Operations Manager 248-524-3501.	95.0000	\$38,000.00

Entered By: Kristine Kallek

\$38,000.00

**Special Instructions:**

CITY COUNCIL AWARD DATE: 6/22/20. Deliver Asphalt Patching Materials as per ITB-COT 20-13 bid specifications.  
CERTIFICATE OF INSURANCE AND ENDORSEMENTS 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.

Opening Date - 06/11/2020  
Date Reviewed - 06/11/2020

CITY OF TROY  
BID TABULATION  
ASPHALT PATCHING MATERIAL - COLD PATCH

ITB-COT 20-13  
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VENDOR NAME:	Ace-Saginaw Paving Co	Cadillac Asphalt, LLC
CITY:	Saginaw, MI	Farmington Hills, MI

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

Description	UOM	QTY	Unit Price	Ext Price	Unit Price	Ext Price
QPR/UPM or Approved Alternate - Delivered	TON	400	\$ 95.00	\$ 38,000.00	\$ 111.00	\$ 44,400.00
Please State Material QPR/UPM or Approved Alternate:			Not Specified		Not Specified	
Minimum Load (State minimum load requirement):			50 Tons		50 Tons	
Payment Terms:			Net 30		Net 30 Days	
Hours of Operation:			M-F 8-5		7AM-3PM	
24 hour phone number:			989-737-2863		248-228-6281	
References:	Y OR N		Y		Y	
Insurance Met:	Y OR N		Y		Y	
Delivery Time:			N		8AM-3PM	
Warranty:			N/A		N/A	
Exceptions:			None		None	
Acknowledgement:	Y OR N		Y		Y	
Forms:	Y OR N		Y		Y	

**Low bid as specified.**

ATTEST:

(\*Bid Opening conducted via a Go-To Meeting)

Kaitlin Sackner

Sue Riesterer

MaryBeth Murz

Kristine Kallek

Jackie Ahlstrom

MaryBeth Murz,  
Purchasing Manager



CITY OF TROY  
ELECTRONIC BID PROPOSAL

ITB-COT 20-13  
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 (Tons)	Description	Unit Price
1.	400	QPR/UPM or Approved Alternate - Delivered	\$ <u>95.00</u> /ton

Please State Material QPR/ UPM or Approved Alternate:

Minimum Load (state minimum load requirement): 50 TONS

Hours of Operation: M-F 8-5

24 Hr. Emergency Phone No. 981-737-8863

**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 and sign 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. Due to COVID-19 restrictions the City is waiving Notary requirements; but note that all forms must be signed and dated.

**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, 2021.

**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: Midland County Road Commission  
ADDRESS: \_\_\_\_\_  
PHONE: 989-687-2060  
EMAIL: \_\_\_\_\_

CONTACT Art Buck

COMPANY: Saginaw County Road Commission  
ADDRESS: \_\_\_\_\_  
PHONE: 989-752-6140  
EMAIL: \_\_\_\_\_

CONTACT Dan Medina

COMPANY: Deerfield County Road Commission  
ADDRESS: \_\_\_\_\_  
PHONE: 269 925-1196  
EMAIL: \_\_\_\_\_

CONTACT Marilyn Thompson

**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

Bid Proposal  
Asphalt Patching Material – Cold Patch  
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**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

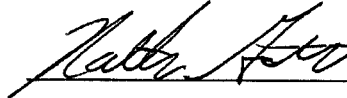


**SIGNATURE PAGE**

**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:



**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 Ace - Saginaw Paving Co

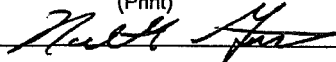
ADDRESS 2981 Carrollton Rd CITY Saginaw STATE MI ZIP 48604

TELEPHONE NO. (989) 755-8147 FAX NO. (989) 755 0426

REPRESENTATIVE'S NAME NATHAN GOETS

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

(Print)



TERMS Net 30 WARRANTY                     

E-MAIL ngoets@ace-saginaw-asphalt.com DELIVERY TIME: N

**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 GOETS, 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](http://www.mitn.info) and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE





## 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 GUTTS, 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:

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



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

[Signature]  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 9 day of June, 2020 in and for Saginaw County.

My commission expires:

10/3/2020



**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 GOTS Project Manager  
Name and title of authorized representative (Please Print)

Nath Gots  
Signature of authorized representative

6-9-20  
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. #	381253012

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:

NATHAN GOTTS

Witness Signature:

Printed Name of Witness:

Jason Reinhardt



**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:**

Ace-Saginaw Paving Co

By: [Signature]

Its: Project Manager

STATE OF MICHIGAN )  
 )ss.

COUNTY OF Saginaw )

This instrument was acknowledged before me on the 9 day of June, <sup>jr</sup>~~2019~~<sub>2020</sub>, by

[Signature]

JASON REINHARDT  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF HURON  
MY COMMISSION EXPIRES Oct 3, 2020  
ACTING IN COUNTY OF Saginaw



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: June 12, 2020

To: Mark F. Miller, City Manager

From: Bob Bruner, Assistant City Manager  
Lisa Burnham, Accounting Manager  
Kurt Bovensiepe, Public Works Director  
Scott Carruthers, Streets & Drains Operations Manager  
MaryBeth Murz, Purchasing 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>
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
2019	160	\$101.00	\$16,168.08

- The current contract expired on April 30, 2020.

### Purchasing

- On June 11, 2020, 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](http://www.mitn.info). One hundred twenty two (122) vendors were notified via the MITN website.
- Two (2) bid responses were received. Below is a detailed summary of the vendor responses:

Companies notified via MITN	122
Troy Companies notified via MITN	2
Troy Companies notified Active email Notification	2
Troy Companies - Active Free	0
Companies that viewed the bid	7
Troy Companies that viewed the bid	0

*MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.*

**Active MITN** members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.

**Active MITN non-paying members** are responsible to monitor and check the MITN website for opportunities to do business with the City.

**Inactive MITN member** status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

- 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.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

- 
- The Asphalt Patching Material – COLD Patch will be ordered as required and on an as needed basis at the price of \$95.00/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 for the 2021 Fiscal Year.

### **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 \$38,000.00 at the unit price contained in the bid tabulation opened June 11, 2020, not to exceed annual budget limitations.



Opening Date - 06/11/2020  
Date Reviewed - 06/11/2020

CITY OF TROY  
BID TABULATION  
ASPHALT PATCHING MATERIAL - COLD PATCH

ITB-COT 20-13  
Pg. 1 of 1

VENDOR NAME:

**Ace-Saginaw Paving Co**

Cadillac Asphalt, LLC

CITY:

**Saginaw, MI**

Farmington Hills, MI

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

Description	UOM	QTY	Unit Price	Ext Price	Unit Price	Ext Price
QPR/UPM or Approved Alternate - Delivered	TON	400	\$ 95.00	\$ 38,000.00	\$ 111.00	\$ 44,400.00
Please State Material QPR/UPM or Approved Alternate:			Not Specified		Not Specified	
Minimum Load (State minimum load requirement):			50 Tons		50 Tons	
Payment Terms:			Net 30		Net 30 Days	
Hours of Operation:			M-F 8-5		7AM-3PM	
24 hour phone number:			989-737-2863		248-228-6281	
References:	Y OR N		Y		Y	
Insurance Met:	Y OR N		Y		Y	
Delivery Time:			N		8AM-3PM	
Warranty:			N/A		N/A	
Exceptions:			None		None	
Acknowledgement:	Y OR N		Y		Y	
Forms:	Y OR N		Y		Y	

**Low bid as specified.**

ATTEST:

(\*Bid Opening conducted via a Go-To Meeting)

Kaitlin Sackner

Sue Riesterer

MaryBeth Murz

Kristine Kallek

Jackie Ahlstrom

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 contract 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 \$38,000.00, at the unit price per ton contained in the bid tabulation opened June 11, 2020, 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, 2021.

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

DATE (MM/DD/YYYY)

7/7/2020

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> Hylant - Detroit 2401 W. Big Beaver Rd. Ste 400 Troy MI 48084		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 248-643-8750 <b>E-MAIL ADDRESS:</b> susan.thompson@hylant.com <b>FAX (A/C, No):</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Old Republic Insurance Co	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 2009871444 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Broad Form P.D. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		MWZY31417519	10/1/2019	10/1/2020	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"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y		MWTB31417319	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 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"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000						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	MWXS31417419	10/1/2019	10/1/2020	<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

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 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**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
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.

**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

**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.