

**CITY COUNCIL MINUTES**

**March 22, 2021**

**Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications –  
Boulan Park Tennis Court Resurfacing**

Resolution #2021-03-040-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a contract for the Boulan Park Tennis Court Resurfacing to the low bidder meeting specifications; *S&J Asphalt Paving Company of Canton, MI*, at prices contained in the bid tabulation opened March 4, 2021; a copy of which shall be **ATTACHED** to the original Minutes of this meeting, for an estimated cost of \$224,850 with all work not to exceed budgetary limitations of \$275,000.

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

# PURCHASE ORDER

No. 2021-00001201  
 DATE: 04/01/2021  
 PAGE: 1 of 1  
 FOB DESTINATION

**Ship To**  
 CITY OF TROY  
 Building Operations  
 3671 CROOKS  
 TROY, MI 48084

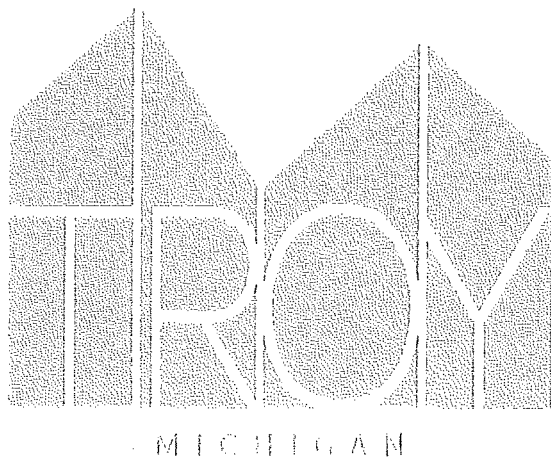
**Bill To**  
 CITY OF TROY  
 Building Operations  
 4693 ROCHESTER ROAD  
 TROY, MI 48085

**COUNCIL RESOLUTION**  
 2021-03-040-J-4b

**VENDOR NO.** 165899

**Vendor**  
 S & J ASPHALT PAVING CO  
 39571 MICHIGAN AVE  
 CANTON, MI 48188

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Each	Boulan Park - East and West Tennis Courts Remove and Install FURNISH ALL MATERIAL, LABOR, AND EQUIPMENT TO REMOVE EXISTING TENNIS COURTS AND INSTALL NEW TENNIS COURTS AT BOULAN PARK AS PER BID SPECIFICATIONS OF ITB-COT 21-25.	210,850.0000	\$210,850.00
1	Lump Sum	Install 500 tons of 21AA Limestone	14,000.0000	\$14,000.00



Entered By: Emily Frontera

\$224,850.00

**Special Instructions:**

City Council Award Date: 3/22/2021 Certificate of Insurance and Endorsements shall be on file for duration of project. Job Completion Date: June 18, 2021 - 2-Year Warranty

**TERMS & CONDITIONS**

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

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

HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.

*Emily Frontera*

CITY OF TROY  
 BID TABULATION  
 TENNIS COURT REPLACEMENT - BOULAN PARK

VENDOR NAME:	S&J Sealer Co.dba S&J Asphalt Paving Company	Best Asphalt, Inc.	Nagle Paving Company	Warren Contractors & Developers
CITY:	Canton, MI	Romulus, MI	Novi, MI	Shelby Twp., MI
CHECK NUMBER:	1627810821	9051225370	1546771	1608614256
CHECK AMOUNT:	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00

**PROPOSAL: FURNISH ALL MATERIAL, LABOR, AND EQUIPMENT TO REMOVE EXISTING TENNIS COURTS AND INSTALL NEW TENNIS COURTS AT BOULAN PARK**

DESCRIPTION	TOTAL	TOTAL	TOTAL	TOTAL
EAST AND WEST SET OF FOUR COURTS	\$210,850.00	\$239,000.00	\$274,890.00	
Install 500 tons of 21AA limestone	\$14,000.00	\$12,500.00	\$24,875.00	
<b>Total Including limestone:</b>	<b>\$224,850.00</b>	<b>\$251,500.00</b>	<b>\$299,765.00</b>	<b>\$349,200.00</b>
Attended Manditory Pre-Bid Meeting: Y or N	Y	Y	Y	Y
Schedule of Values Form Provided: Y or N	Y	Y	Y	Y
<b>Contact Information:</b>				
Hours of Operation:	6:30AM - 6PM	Not Specified	7AM - 7PM	7AM - 6PM
24 Hr. Phone Number:	(734) 564-2256	(734) 729-9440 (734) 732-0588	(248) 765-3109	Nick Cerullo (586) 549-0293
# of days after award work will commence:	14 Days	7 Days weather permitting	21 Days	10 Days
Can Meet Insurance Requirements: Y or N	Y	Y	Y	Y
Provided References: Y or N	Y	Y	Y	Y
Proposed Payment Schedule:	Monthly	Not Specified	Net 30 Days	Every 30 Days
Terms:	Net 30 Days	30 Days	Net 30 Days	30 Days
Warranty:	24 Months	1 Year	Per Bid Documents	2 Year Coating Warranty
Exceptions:	None	None	None	None
Acknowledgement: Y or N	Y	Y	Y	Y
Addendum: Y or N	Y	Y	Y	Y
Forms: Y or N	Y	Missing Legal Status of Bidder	Y	N

Attest:

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

Dennis Trantham

Kristine Kallek

Jackie Ahlstrom

Jodi Kolakowski

Emily Frontera  
 Purchasing Manager



**CITY OF TROY  
BID PROPOSAL**

**ITB-COT 21-25**  
Page 1 of 6

The undersigned proposes to **FURNISH ALL MATERIAL, LABOR, AND EQUIPMENT TO REMOVE EXISTING TENNIS COURTS AND INSTALL NEW TENNIS COURTS AT BOULAN PARK** in accordance with the attached specifications, maps, and drawings that are to be considered an integral part of this proposal at the following prices:

S. & J. Sealer Co. dba:  
COMPANY NAME: S & J Asphalt Paving Company

Description	
East and West Set of Four Courts	Complete for the Sum of :\$ <u>210,850.00</u>

**SCHEDULE OF VALUES:** Install 500 tons of 21AA limestone - add \$14,000.00  
Unit price of \$28.00 per ton

The City of Troy may be required to add or delete work due to unforeseen circumstances. Therefore, a unit price schedule should be attached to your bid document at the time of submission that indicates unit prices for all items to be used during the course of the project. All unit prices shall include the labor to install the item.

**YOUR SCHEDULE OF VALUES FORM IS ATTACHED AND MARKED SoV-Boulan Park FOR IDENTIFICATION.**

**ADDITIONAL INFORMATION:**

For additional information or questions concerning this project please contact: **Dennis Trantham, Facilities and Grounds Operations Manager**, at (248) 524-3503, 8:00 AM to 4:00 PM, Monday thru Friday.

**CONTACT INFORMATION:**

Hours of operation: 6:30 AM - 6 PM 24 Hr. Contact Phone No. 734 564-2256 Marc Olds, cell  
Project Manager

**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.

**DOWNPAYMENTS AND PREPAYMENTS:**

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

**PUBLIC ACT 57:**

The contractor shall abide by all requirements provided in Public Act 57 (copy attached).

**AWARD:**

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, references, 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, or in whatever manner is deemed to be in the City's best interest; to reject low bids that have major deviations from specifications; to accept a higher bid that has only minor deviations.

**COMPLETION DATES:**

Both East and West set of four (4) courts will be reconstructed in the Spring of 2021. The completion date will be **JUNE 18, 2021**. It is understood that this date may be difficult to achieve and the City is willing to work with the awarded contractor to establish a mutually agreeable work schedule. Once the final schedule is set, the City of Troy is the only party to this contract that can amend the date.

The work shall commence 14 working days after written notice of award. A purchase order will follow the notice of award.

**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. It will be the successful bidder's responsibility to ensure that any subcontractor performing work on this project is capable of doing the work as specified. The designated City representative retains the right to evaluate the work performed by or on behalf of the successful bidder and reserves the right to reject any work performed that is not in accordance with the specifications or is considered to be poor workmanship. Payment will not be made until the successful bidder has corrected any deficiencies found to the satisfaction of the designated City representative.

**PURCHASE ORDER:**

The successful bidder will be required to sign the Contract Form, (provided in the Contract Documents Section) after the Troy City Council has approved the award. The City of Troy Purchasing Department will fax the notice of award letter to the successful bidder. The purchase order issued in conjunction with the Contract Form from the City of Troy will create a bilateral contract between the parties, and commit the successful bidder to perform the contract in accordance with specifications.

**MANDATORY PRE-BID MEETING:**

A Mandatory Pre-Bid Meeting will be held on FRIDAY, FEBRUARY 26, 2021 at 10:00 am at the Boulan Park Tennis court 3671 Crooks Road, Troy, MI. The meeting will be held with prospective bidders to answer and/or clarify questions regarding bid specifications and site plans.

**BOND SUBMITTAL:** A Notice of Award letter will be sent by the Purchasing Department to the successful bidder upon approval by the Troy City Council. Once notified the Contractor shall qualify for, sign, and deliver to the City of Troy an executed Performance Bond, an executed Labor and Materials Payment Bond and Two-year Maintenance Bond secured by a surety company, acceptable to the City of Troy by being licensed to do business in Michigan, and be included on the U. S. Treasury Department Surety List and/or have a rating of A (-) or better by A. M. Best, and/or Standard and Poors, on standard AIA forms, each in the amount of one hundred percent (100%) of the contract sum. Attorneys-in-fact, who sign Performance and Payment Bonds must file a certified copy of their power of attorney to sign such bonds. **The Contractor shall pay the cost of all bond premiums.**

S. & J. Sealer Co. dba:  
COMPANY NAME: S & J Asphalt Paving Company

Bid Proposal

Boulan Park- Tennis Court

Page 3 of 6

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 Department 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.

S. & J. Sealer Co. dba:

COMPANY NAME: S & J Asphalt Paving Company

**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) additional business 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.

S. & J. Sealer Co. dba:  
COMPANY NAME: S & J Asphalt Paving Company

### 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 Livonia - Devon-Aire Woods Tennis Court Replacement - 2018  
ADDRESS: 33000 Civic Center Drive, Livonia, MI  
PHONE: 734 466-2200 CONTACT: Dave Lear

COMPANY: Charter Twp. of Canton - Griffin & Freedom Park Tennis Court Replacements  
ADDRESS: 1150 S Canton Center Road, Canton, MI 48188  
PHONE: 734 394-5363 CONTACT: Brad Sharp  
Nov. 2015 - Aug. 2016

COMPANY: Campground @ Lake Chemung, Tennis Court Project - 2020  
ADDRESS: 320 S Hughes, Howell, MI  
PHONE: 517 672-1431 CONTACT: Joey

#### PROGRESS PAYMENTS:

The City of Troy will consider a progress payment schedule for work as completed in accordance with specifications. City Representative will have final approval of the schedule as presented. No payments for work will be made until the designated City representative approves the work as complete in accordance with specifications. The City of Troy reserves the right to reject the payment schedule if deemed necessary, and determine the final schedule.

Proposed Payment Schedule: Monthly

#### PERMITS:

Building permits will be required and will be the responsibility of the successful bidder to obtain on behalf of the City of Troy. Any fees associated with the permits will be the responsibility of the City of Troy.

#### MICHIGAN CONSTRUCTION LIEN ACT:

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

#### APPROVED ALTERNATES:

Contact the City of Troy **Facilities and Grounds Operations Manager**, or his designee at (248) 524-3305 to arrange for a review of any alternates. Their decision as to acceptability will be deemed in the City's best interest and will be final.

Descriptive literature, which includes specifications, must be provided for items to be considered as alternates to the item(s) specified.

COMPANY NAME: S. & J. Sealer Co. dba:  
S & J Asphalt Paving Company

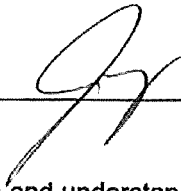


**SIGNATURE PAGE**

**PRICES:**

Prices shall remain firm for 60 days or bid award; whichever comes first, except the successful bidder whose prices shall remain firm through project completion.

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.

S. & J. Sealer Co. dba:

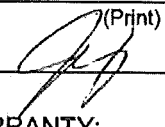
COMPANY: S & J Asphalt Paving Company

ADDRESS: 39571 Michigan Avenue CITY: Canton STATE: MI ZIP: 48188

PHONE: (734) 721-4442 FAX NUMBER: (734) 721-2006

REPRESENTATIVE NAME: Jeffrey R. Gossett, President

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



(Print)

TERMS: net 30 days

WARRANTY: 24 months

CHECK INCLUDED: yes

COMPLETION: SPRING - JUNE 15, 2021

EMAIL: marc@sjasphalt.com

**EXCEPTIONS:**

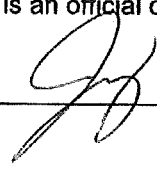
Any exceptions, substitutions, deviations, etc. from the City specifications and this proposal must be stated below. The reason(s) for the exception, substitution, deviation, etc., are an integral part of this bid offer:

NONE

**ACKNOWLEDGEMENT:**

I, Jeffrey R. Gossett, certify that I have read the **Instructions to Bidders** (3 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.bidnetdirect.com and is an official copy of the Authorized Version.

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



**NOTE:**

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

**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.**

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



39571 MICHIGAN AVENUE • CANTON, MICHIGAN 48188 • (734) 721-4442 • FAX (734) 721-2006

March 4, 2021

**SCHEDULE OF VALUES & UNIT PRICING – BOULAN PARK, Troy, MI**

Mobilization	\$ 2,750.00	
Fencing	\$ 6,100.00	
Demo & Prep	\$ 22,000.00	\$4.00 per SY
Color Coating	\$ 42,000.00	\$7.60 per SY
Net Posts & Tie Downs	\$ 14,000.00	\$1,750 each – 8 total
Asphalt Paving	<u>\$124,000.00</u>	<u>\$22.50 per SY – 3”</u>
Total	\$210,850.00	



March 1, 2021

Addendum 1  
ITB-COT 21-25  
Boulan Park Tennis Courts  
Page 1 of 2

**To All Bidders:**

Please be advised that as a result of the Mandatory Pre-Bid Meeting conducted on Friday, February 26, 2021 at 10:00 AM EST the Purchasing Department for the City of Troy authorized the following clarification(s) and or change(s) to the specifications for ITB-COT 21-25, Boulan Park Tennis Court Resurfacing. The clarification(s) and or change(s) will be considered an integral part of the original proposal document. The Pre-Bid Meeting was conducted at Boulan Park, 3671 Crooks Road, Troy, MI.

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

- Bid Opening date and time Thursday, March 4, 2021, at 10:00 AM E.S.T.
- When submitting bids electronically the notary process is being waved due to covid.
- All bidders are required to examine the site to determine the amount of work to be done in accordance with the bid specifications by attending the MANDATORY Pre-bid Meeting that was scheduled for Friday, February 26, 2021 at 10:00 AM EST LOCATED AT Boulan Park as detailed. An opportunity to inspect the site was provided during the Pre-bid Meeting.
- For *ADDITIONAL INFORMATION* or specific questions concerning this project, please contact Dennis Trantham at [Dennis.Trantham@troymi.gov](mailto:Dennis.Trantham@troymi.gov).
- *SPECIFICATIONS*: As detailed.

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

Dylan Butterworth, Graham Construction  
John Girardot, Nagle Paving Company  
Tom Maliszewski, WCI Contractors  
Marc Olds, S&J Asphalt Paving Company  
Nick Cerullo, Warren Contractors & Development, Inc.  
Red Hardy, Best Asphalt

Introduced: Emily Frontera, Purchasing Manager  
Kristine Kallek, Associate Buyer  
Joe Lagarde, Division Supervisor

Clarifications were discussed as follows:

- Kristine Kallek, Associate Buyer gave a brief overview of the Instructions to Bidders and the requirements for bid submission.
- The following questions were asked as vendors inspected the site.

**QUESTION:** Will RAP be allowed in the base or surface course HMA mixes? If so, at what percentage?

**ANSWER:** No, RAP will not be allowed in the base or surface course HMA mixes.

**QUESTION:** Have any pavement cores or soil borings been completed? If not, how do we quantify how much 21AA limestone to bid for this project. Should an amount be set this way contractors are bidding apples to apples? Not having pavement cores also poses another problem, for example what if the existing court is 4" thick? We have to remove the asphalt entirely to stone. We now have to add an inch of stone or HMA in order to get grades to match existing.

**ANSWER:** No, coring or soil samples have not been performed. The contractor shall include up to 500 tons and provide a line item pricing for additional tonnage.

**QUESTION:** Is the Asphalt lot connected to the tennis courts? If not, what is requested by the city for the gap between the two.

**ANSWER:** The tennis courts and parking lot are connected at the east and west respectively.

**QUESTION:** In order to fill gap between the court and asphalt lot all fencing will need to be removed. Is this possible?

**ANSWER:** Yes. Contractor would be responsible for reinstallation

**QUESTION:** Is the city asking for resurfacing of the parking lot as well?

**ANSWER:** Not at this time. The contractor could submit additional pricing if they desired for consideration.

**QUESTION:** Will the city dispose of the existing materials?

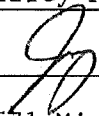
**ANSWER:** No, as specified in the bid it is the responsibility of the vendor to dispose of existing materials.

Please be advised that the City of Troy Purchasing Department has authorized the following ANSWERS TO QUESTIONS regarding Bid Proposal **ITB-COT 21-25, Boulan Park Tennis Court Resurfacing**. The CHANGES will be considered an integral part of the original proposal documents.

I, the undersigned bidder, have read this Addendum 1 and have integrated the clarification(s) and or change(s) into the *Bid Proposal and Specifications* for **ITB-COT 21-25, BOULAN PARK TENNIS COURTS**. All other items in the original bid proposal remain the same. This Addendum 1 should be attached to the electronic bid submission, on or before Thursday, March 4, 2021 at 10:00 AM EST in the office of the City Clerk.

COMPANY: S. & J. Sealer Co. dba:  
S & J Asphalt Paving Company

NAME OF AUTHORIZED COMPANY REPRESENTATIVE: Jeffrey R. Gossett, President

SIGNATURE: 

ADDRESS: 39571 Michigan Avenue, Canton, MI 48188

DATE: March 2, 2021



## Legal Status of Bidder:

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

S. & J. Sealer Co. dba: S & J Asphalt Paving Company

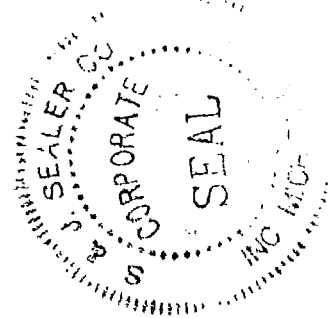
A corporation duly organized and doing business under the laws of the State of Michigan for whom Jeffrey R. Gossett, bearing the office title of President, whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_





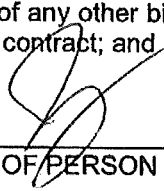
CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Jeffrey R. Gossett, being duly sworn deposed, says that he/she  
(Print Full Name)

is President of S & J Asphalt. The party making the foregoing proposal or bid,  
(State Official Capacity in Firm)

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

  
SIGNATURE OF PERSON SUBMITTING BID

  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 3rd day of March, 2021 in and for \_\_\_\_\_  
Wayne County.

My commission expires:  
May 16, 2024

JENNIFER FRIESNER  
Notary Public, State of Michigan  
County of Wayne  
My Commission Expires May. 16, 2024  
Acting in the County of Wayne



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

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

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

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

**I am able to certify to the above statements.**

S. & J. Sealer Co. dba: S & J Asphalt Paving Company

Name of Agency/Company/Firm (Please Print)

Jeffrey R. Gossett, President

Name and title of authorized representative (Please Print)

Signature of authorized representative

3-2-21

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.

<b>Vendor</b>	
Legal Name	S. & J. Sealer Co. dba: S & J Asphalt Paving Company
Street Address	39571 Michigan Avenue
City	Canton
State, Zip	MI, 48188
Corporate I.D. Number/State	Michigan
Taxpayer I.D. #	38-2398956

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: Jeffrey R. Gossett, President

Witness Signature: \_\_\_\_\_

Printed Name of Witness: Jennifer Friesner





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

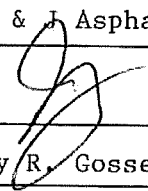
The undersigned, the owner or authorized officer of S & J Asphalt Paving (the "Proposer"), pursuant to the familial disclosure requirement provided in the Request for Proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employees of

S & J Asphalt Paving Company and any member of the City of Troy City Council or City of Troy management.

**List any Familial Relationships:**

NONE

**BIDDER:** S. & J. Sealer Co. dba:  
S & J Asphalt Paving Company

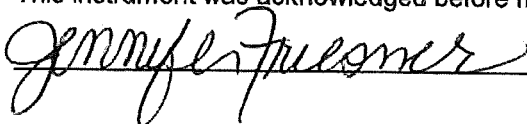
By: 

Its: Jeffrey R. Gossett, President

STATE OF MICHIGAN )  
 )ss.

COUNTY OF Wayne )

This instrument was acknowledged before me on the 3rd day of March, 2021, by



JENNIFER FRIESNER  
Notary Public, State of Michigan  
County of Wayne  
My Commission Expires May. 16, 2024  
Acting in the County of Wayne



500 West Big Beaver  
 Troy, MI 48084  
 troymi.gov

# CITY COUNCIL AGENDA ITEM

Date: March 15, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
 Rob Maleszyk, Chief Financial Officer  
 Lisa Burnham, Controller  
 Kurt Bovensiepe, Public Works Director  
 Dennis Trantham, Facilities and Grounds Operations Manager  
 Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications –  
 Boulan Park Tennis Court Resurfacing

## History

- Boulan Park is a 63-acre Community Park with a wide array of recreational opportunities.
- Boulan Park is home to eight tennis courts.
- The courts at Boulan Park are enjoyed by residents young and old alike including senior programming.
- The tennis courts were last resurfaced in 2006 and are beginning to fail.
- The 2020-2024 Parks and Recreation Master Plan, Resident Survey, identified maintaining existing recreation facilities as very important.

## Purchasing

- On March 4, 2021 a bid opening was conducted as required by the City Charter/Code to furnish all material, labor, and equipment to resurface the existing tennis courts at Boulan Park.
- The bid was posted on the Michigan Intergovernmental Trad Network (MITN); [www.mitn.info](http://www.mitn.info)
- 384 vendors were notified via the MITN website. Four (4) bids were received. Below is a detail summary of the vendor responses.

<b>Companies notified via MITN</b>	384
Troy Companies notified via MITN	7
Troy Companies - Active email Notification	7
Troy Companies - Active Free	0
<b>Companies that viewed the bid</b>	43
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 on the bid responses and as per the attached bid tabulation; it is in the best interest to award the bid to the *low responsive* bidder meeting all specifications which also includes a 2-year warranty. The award is contingent upon the contractor's submission of proper insurance certificates, and all other specified requirements.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### **Financial**

Funds are budgeted and available in the Park Development Capital Fund under Project Number 2021C0050 for the 2021 fiscal year. Expenditures will be charged to Account Number 401.751.770.7974.020.

### **Recommendation**

City management recommends awarding a contract for the Boulan Park Tennis Court Resurfacing to the low bidder meeting specifications; *S&J Asphalt Paving Company of Canton, MI* at prices contained in the bid tabulation opened March 4, 2021 for an estimated cost of \$224,850 with all work not to exceed budgetary limitations of \$275,000.

Opening Date: 03/04/2021  
 Date Reviewed: 03/04/2021

CITY OF TROY  
 BID TABULATION  
 TENNIS COURT REPLACEMENT - BOULAN PARK

ITB-COT 21-25  
 Page 1 of 1

VENDOR NAME:	S&J Sealer Co.dba S&J Asphalt Paving Company	Best Asphalt, Inc.	Nagle Paving Company	Warren Contractors & Developers
CITY:	Canton, MI	Romulus, MI	Novi, MI	Shelby Twp., MI
CHECK NUMBER:	1627810821	9051225370	1546771	1608614256
CHECK AMOUNT:	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00

**PROPOSAL: FURNISH ALL MATERIAL, LABOR, AND EQUIPMENT TO REMOVE EXISTING TENNIS COURTS AND INSTALL NEW TENNIS COURTS AT BOULAN PARK**

DESCRIPTION	TOTAL	TOTAL	TOTAL	TOTAL
<b>EAST AND WEST SET OF FOUR COURTS</b>	<b>\$210,850.00</b>	<b>\$239,000.00</b>	<b>\$274,890.00</b>	
Install 500 tons of 21AA limestone	\$14,000.00	\$12,500.00	\$24,875.00	
<b>Total Including limestone:</b>	<b>\$224,850.00</b>	<b>\$251,500.00</b>	<b>\$299,765.00</b>	<b>\$349,200.00</b>
Attended Mandatory Pre-Bid Meeting: Y or N	Y	Y	Y	Y
Schedule of Values Form Provided: Y or N	Y	Y	Y	Y
<b>Contact Information:</b>				
Hours of Operation:	6:30AM - 6PM	Not Specified	7AM - 7PM	7AM - 6PM
24 Hr. Phone Number:	(734) 564-2256	(734) 729-9440 (734) 732-0588	(248) 765-3109	Nick Cerullo (586) 549-0293
# of days after award work will commence:	14 Days	7 Days weather permitting	21 Days	10 Days
Can Meet Insurance Requirements: Y or N	Y	Y	Y	Y
Provided References: Y or N	Y	Y	Y	Y
Proposed Payment Schedule:	Monthly	Not Specified	Net 30 Days	Every 30 Days
Terms:	Net 30 Days	30 Days	Net 30 Days	30 Days
Warranty:	24 Months	1 Year	Per Bid Documents	2 Year Coating Warranty
Exceptions:	None	None	None	None
Acknowledgement: Y or N	Y	Y	Y	Y
Addendum: Y or N	Y	Y	Y	Y
Forms: Y or N	Y	Missing Legal Status of Bidder	Y	N

Attest:  
 (\*Bid Opening conducted via a Go-To Meeting)  
 Dennis Trantham  
 Kristine Kallek  
 Jackie Ahlstrom  
 Jodi Kolakowski

\_\_\_\_\_  
 Emily Frontera  
 Purchasing Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2021

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 VTC Insurance Group Troy Office 1175 W. Long Lake Ste. 200 Troy MI 48098-4960	CONTACT NAME: Linda Austin
	PHONE (A/C, No, Ext): (248) 828-3377 FAX (A/C, No): (248) 828-3741
	E-MAIL ADDRESS: laustin@vtcins.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: National Trust Insurance Co. 20141
	INSURER B: Safety National Casualty Corporation 15105
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 20-21 Master 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CPP100028357	8/4/2020	8/4/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X		CA100005205	8/4/2020	8/4/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (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 \$ 10,000			UMB100017126	8/4/2020	8/4/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	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	SJSEA-C	5/1/2020	4/30/2021	<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
A	INLAND MARINE			CPP100028357	8/4/2020	8/4/2021	Leased or Rented Equipment \$160,000
A	INSTALLATION FLOATER			CPP100028357	8/4/2020	8/4/2021	Installation Floater \$50,000

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

Project: ITB-COT 21-25 Boulan Park Tennis Courts. Where required by written contract, City of Troy is add'l insured for General Liability (GL) as respects ongoing & completed operations on a primary & non-contributory basis and add'l insured with respects to Automobile liability. Umbrella/Excess liability coverage follows form over GL, Auto & Employers Liability.

CERTIFICATE HOLDER (248) 619-7608 Jackie.Ahlstrom@troy.mi.gov  City of Troy 500 W Big Beaver Troy, MI 48084	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Alan Chandler/IA
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION  
AGREEMENT WITH YOU – ONGOING OPERATIONS AND  
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE (OPTIONAL)**

<b>Name of Additional Insured Persons or Organizations</b>
(As required by written contract or agreement per Paragraph A. below.)

<b>Locations of Covered Operations</b>
(As per the written contract or agreement, provided the location is within the "coverage territory".)

(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:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and

3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and 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; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
3. Will not be broader than that which is afforded to you under this policy; and
4. Nothing herein shall extend the term of this policy.

B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; 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.

E. **Section IV – Commercial General Liability Conditions** is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AUTOMATIC INSURED – BUSINESS AUTO POLICY  
PRIMARY/NON-CONTRIBUTING WHEN REQUIRED BY CONTRACT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement is subject to the terms, conditions, exclusions and any other provisions of the BUSINESS AUTO COVERAGE FORM or any endorsement attached thereto unless changes or additions are indicated below.

For the purpose of this endorsement, Section II.A.1. Who Is An Insured is amended by adding the following:

1. Any person or organization when you and such ~~person have agreed in writing in a contract signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added~~ as an "insured" on your auto policy. Such person or organization shall be an "insured" to the extent your negligent actions or omissions impose liability on such "insured" without fault on its part.
2. This insurance is primary and non-contributory to other liability coverages of the person or organization being added to this policy as an "insured" when so required in a written contract or agreement that is executed prior to the loss for which coverage is sought.