

CITY COUNCIL MINUTES

April 25, 2022

Standard Purchasing Resolution 2: Award to Low Bidders Meeting Specifications – Transit Mixed Concrete

Resolution #2022-04-059-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract to provide Transit Mixed Concrete with an option to renew for one (1) additional year to the low bidder meeting specifications; *Superior Materials, LLC of Farmington Hills, MI*, as the primary supplier and *Protocon RM of Sterling Heights, MI*, as the secondary supplier as per the unit prices contained in the bid tabulation opened March 31, 2022, a copy of which shall be **ATTACHED** to the original minutes of this meeting, to be ordered on as-needed basis; contracts expiring April 30, 2024.

BE IT FINALLY RESOLVED, That the awards are **CONTINGENT** upon the contractors' submission of properly executed bid documents, 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. 2022-00001336
DATE: 05/02/2022
PAGE: 1 of 1
FOB DESTINATION

COUNCIL RESOLUTION
Resolution #2022-04-059-J-4a

VENDOR NO. 123132

PRIMARY

Vendor

SUPERIOR MATERIALS, INC.
30701 W. 10 MILE ROAD, SUITE 500
FARMINGTON HILLS, MI 48333

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
600	Yard	6 Sack Mix - Weekday Delivery	133.0000	\$79,800.00
200	Yard	7 Sack Mix - Weekday Delivery	139.0000	\$27,800.00
50	Yard	12 Hour 300 PSI Mix Flexural Strength/7 Sack - Weekday Delivery	146.0000	\$7,300.00
20	Each	Split Load Charges - Below Minimum Load Charge Weekday Delivery	95.0000	\$1,900.00
20	Yard	Split Load Charges - Cold Weather Protection - Weekday Delivery	9.0000	\$180.00
25	Yard	6 Sack Mix - Saturday Delivery	140.0000	\$3,500.00
25	Yard	7 Sack Mix - Saturday Delivery	146.0000	\$3,650.00
25	Yard	12 Hour 300 PSI Mix Flexural Strength/7 Sack - Saturday Delivery	153.0000	\$3,825.00
5	Each	Split Load Charges - Below Minimum Load Charge Saturday Delivery	95.0000	\$475.00
5	Yard	Split Load Charges - Cold Weather Protection - Saturday Delivery	9.0000	\$45.00

Entered By: Andrew Chambliss

\$128,475.00

Special Instructions:


Council Award Date: 4/25/22 Standard Purchasing Resolution 2: Award to Low Bidders meeting Specifications -Transit Mixed Concrete Certificate of Insurance and Endorsement shall be on file for duration of the project.

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.



BLANKET ORDER

No. 2022-00001335

DATE: 05/02/2022

PAGE: 1 of 1

FOB DESTINATION

Ship To

CITY OF TROY
Streets
4693 ROCHESTER ROAD
TROY, MI 48085

Bill To

CITY OF TROY
Streets
4693 ROCHESTER ROAD
TROY, MI 48085

EXPIRATION DATE

04/30/2023

COUNCIL RESOLUTION

Resolution #2022-04-059-J-4a

VENDOR NO. 176656

SECONDARY

Vendor

PROTOCON RM
6227 METROPOLITAN PARKWAY
STERLING HEIGHTS, MI 48312

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
600	Yard	6 Sack Mix - Weekday Delivery	132.5000	\$79,500.00
200	Yard	7 Sack Mix - Weekday Delivery	138.5000	\$27,700.00
50	Yard	12 Hour 300 PSI Mix Flexural Strength/7 Sack - Weekday Delivery	146.0000	\$7,300.00
20	Each	Split Load Charges - 2 Locations Weekday Delivery	80.0000	\$1,600.00
5	Each	Split Load Charges - 3 Locations Weekday Delivery	80.0000	\$400.00
20	Each	Split Load Charges - Below Minimum Load Charge Weekday Delivery	80.0000	\$1,600.00
20	Yard	Split Load Charges - Cold Weather Protection - Weekday Delivery	8.0000	\$160.00
25	Yard	6 Sack Mix - Saturday Delivery	139.0000	\$3,475.00
25	Yard	7 Sack Mix - Saturday Delivery	146.0000	\$3,650.00
25	Yard	12 Hour 300 PSI Mix Flexural Strength/7 Sack - Saturday Delivery	152.5000	\$3,812.50
5	Each	Split Load Charges - 2 Locations Saturday Delivery	80.0000	\$400.00
5	Each	Split Load Charges - 3 Locations Saturday Delivery	80.0000	\$400.00
5	Each	Split Load Charges - Below Minimum Load Charge Saturday Delivery	80.0000	\$400.00
5	Yard	Split Load Charges - Cold Weather Protection - Saturday Delivery	8.0000	\$40.00

Entered By: Andrew Chambliss

\$130,437.50

Special Instructions:

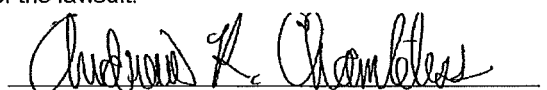
Council Award Date: 4/25/22 Standard Purchasing Resolution 2: Award to Low Bidders meeting Specifications – Transit Mixed Concrete - Certificate of Insurance and Endorsement shall be on file for duration of the project.

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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:	Protocon RM	Superior Materials LLC
CITY:	Sterling Heights, MI	Farmington Hills, MI

PROPOSAL: One (1) Year Requirements of Transit Mixed Concrete with an Option to Renew for One (1) Additional Year

ITEM	EST QTY		DESCRIPTION		UNIT PRICE	UNIT	TOTAL PRICE	UNIT PRICE	UNIT	TOTAL PRICE
PROPOSAL A - WEEKDAY DELIVERY										
1	600	Yds	6 Sack Mix		\$132.50	Cu Yd	\$79,500.00	\$133.00	Cu Yd	\$79,800.00
2	200	Yds	7 Sack Mix		\$138.50	Cu Yd	\$27,700.00	\$139.00	Cu Yd	\$27,800.00
3	50	Yds	12 Hour 300 PSI Mix- Flexural Strength/7 Sack		\$146.00	Cu Yd	\$7,300.00	\$146.00	Cu Yd	\$7,300.00
SPLIT LOAD CHARGES										
4a	20	Times	2 Locations		\$80.00	Ea	\$1,600.00			
4b	5	Times	3 Locations		\$80.00	Ea	\$400.00			
5	20	Times	Below Minimum Load Charge		\$80.00	Ea	\$1,600.00	\$95.00	Ea	\$1,900.00
6	20		Cold Weather Protection		\$8.00	Cu Yd	\$160.00	\$9.00	Cu Yd	\$180.00
ESTIMATED TOTAL PROPOSAL A:					\$118,260.00			\$116,980.00		
PROPOSAL B - SATURDAY DELIVERY										
1	25	Yds	6 Sack Mix		\$139.00	Cu Yd	\$3,475.00	\$140.00	Cu Yd	\$3,500.00
2	25	Yds	7 Sack Mix		\$146.00	Cu Yd	\$3,650.00	\$146.00	Cu Yd	\$3,650.00
3	25	Yds	12 Hour 300 PSI Mix- Flexural Strength/7 Sack		\$152.50	Cu Yd	\$3,812.50	\$153.00	Cu Yd	\$3,825.00
SPLIT LOAD CHARGES										
4a	5	Times	2 Locations		\$80.00	Ea	\$400.00			
4b	5	Times	3 Locations		\$80.00	Ea	\$400.00			
5	5	Times	Below Minimum Load Charge		\$80.00	Ea	\$400.00	\$95.00	Ea	\$475.00
6	5		Cold Weather Protection		\$8.00	Cu Yd	\$40.00	\$9.00	Cu Yd	\$45.00
ESTIMATED TOTAL PROPOSAL B:					\$12,177.50			\$11,495.00		
ESTIMATED GRAND TOTAL:					\$130,437.50			\$128,475.00		

Unloading Time Per Cubic Yard:	6 Minutes	6 Minutes
Minimum Load:	1 CY	2 Yards
Hours of Operation:	6-5 M-F 6-12 Sat.	7AM- 5PM
24 Hour Emergency Phone No:	586-612-3272	Dave Maralitt 248-804-4939 Shally Darland 248-640-0029
References:	Y or N	Y
Insurance Met:	Y or N	Not Specified
Warranty:	Y or N	1 Year
Payment Terms:		Net 30
Delivery Time:		6-5 M-F 6-12 Sat.
Exceptions:		None
Acknowledgement:	Y or N	Y
Forms:	Y or N	Y

ATTEST:

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

Scott Carruthers
Andrew Chambliss
Beth Zaccardelli

Emily Frontera
Purchasing Manager



CITY OF TROY
ELECTRONIC BID PROPOSAL

ITB-COT 22-12
Page 1 of 6

The undersigned proposes to furnish **ONE (1) YEAR REQUIREMENTS OF TRANSIT MIXED CONCRETE WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR**, in accordance with the attached specifications to be considered an integral part of this proposal, at the following prices.

COMPANY NAME: SUPERIOR MATERIALS LLC

Proposal A- Week Day Delivery

Item	Est Qty (yds)	Description	Unit Price
1.	600	6 Sack Mix	\$ <u>133-</u> /cu yd
2.	200	7 Sack Mix	\$ <u>139-</u> /cu yd
3.	50	12 Hour 300 PSI Mix- Flexural Strength/7 Sack	\$ <u>146-</u> /cu yd
Split Load Charges			
4a.	20 Times	2 Locations	\$ <u> </u> ea
4b.	5 Times	3 Locations	\$ <u> </u> ea
5.	20 Times	Below Minimum Load Charge	\$ <u>95.00</u> ea
6.	20	Cold Weather Protection	\$ <u>9.00</u> /cu yd

Proposal B- Saturday Delivery

Item	Est Qty (yds)	Description	Unit Price
1.	25	6 Sack Mix	\$ <u>140-</u> /cu yd
2.	25	7 Sack Mix	\$ <u>146-</u> /cu yd
3.	25	12 Hour 300 PSI Mix- Flexural Strength/7 Sack	\$ <u>153-</u> /cu yd
Split Load Charges			
4a.	5 Times	2 Locations	\$ <u> </u> ea
4b.	5 Times	3 Locations	\$ <u> </u> ea
5.	5 Times	Below Minimum Load Charge	\$ <u>95-</u> ea
6.	5	Cold Weather Protection	\$ <u>9.00</u> /cu yd

Unloading Time Per Cubic Yard: 6 MINUTES
Minimum Load: 2 YARDS
Hours of Operation: 7am - 5pm
24 Hour Emergency Phone Number: DAVE MORALTE 248-804-4939
STANLEY DAELEMAN 248-640-0029

PROPOSAL: Contract is divided into two (2) proposals – Proposal A for week day delivery and Proposal B for Saturday delivery. Please ensure your company quotes accordingly.

ESTIMATED QUANTITIES: Quantities stated are estimated and not guaranteed. The quantities stated will be used for award purposes only. The City of Troy will not be penalized for ordering more or less than the stated quantities.

INFORMATION: For additional general information or questions about this project, please contact Kurt Bovensiepe at (248) 524-3489 between the hours of 8:00 a.m. and 4:30 p.m. or at k.bovensiepe@troymt.gov.
Bid Proposal

* SEE ADDITIONAL ATTACHED PRICE SHEET FOR EXTRA PRODUCTS + PRICING

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

DOWNPAYMENTS AND PREPAYMENTS: Any bid submitted which requires a down payment or prepayment of any kind prior to delivery of material and acceptance, as being in conformance with specifications will not be considered for award.

AWARD: It is the intent of the City to qualify one Primary and one Secondary Supplier of Transit Mixed Concrete. In the event the Primary Supplier is unable to deliver material as specified, the Secondary Supplier will be contacted. Award will be made on a low total bid basis using estimated quantities FOR PROPOSAL A ONLY. A primary and secondary Source will be awarded for Proposal A and Proposal B.

The City of Troy reserves the right to award this bid to the lowest total responsible bidder(s) meeting specifications; to reject low bids that have major deviations from specifications, to accept a higher bid that has only minor deviations.

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.

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.

RECIPROCITY: The City of Troy intends to use reciprocity between the Primary and Secondary Suppliers utilizing one or the other, in the event of a plant closing or inability to meet delivery times. **The suppliers will abide by bid pricing on all items of the contract.**

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.

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 NAME: Superior MATERIALS LLC

COMPANY: MACOMB COUNTY ROAD COMMISSION
ADDRESS: CLINTON SMITH CENTER
CONTACT: SHAW
PHONE: 586-791-3081 EMAIL: _____

COMPANY: WAYNE COUNTY OPS
ADDRESS: OPS
CONTACT: KEVIN LUNN
PHONE: 734-576-9607 EMAIL: _____

COMPANY: CITY OF TROY
ADDRESS: DPW
CONTACT: NICK HAZZAK
PHONE: 586-709-0880 EMAIL: _____

INSURANCE REQUIREMENTS:

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.

COMPANY NAME: SUPERIOR MATERIALS LLC

Bid Proposal
Transit Mixed Concrete
Page 4 of 6

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.

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

COMPANY NAME: _____

Superior Materials LLC

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.

LOCAL PREFERENCE:

The City of Troy reserves the right to award a contract to a local business, one which 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 nonlocal bidder, then the local vendor is given one chance to match the low bid.

COMPANY NAME:

Superior MATERIALS LLC

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. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City.

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 Superior MATERIAL LLC

ADDRESS 30701 W 10 Mile CITY Farmington Hills STATE MI ZIP 48376

TELEPHONE NO. (313) 215-1873 FAX NO. (248) 592-9130

REPRESENTATIVE'S NAME John M. Werner / Director of Sales

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE _____

TERMS NFT 30 WARRANTY _____

E-MAIL jmwerner@superiormaterial.net DELIVERY TIME: 7-5

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, John M. Werner, certify that I have read the *Instructions to Bidders* (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mtn.info 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 JOHN M. WEAVER, bearing the office title of DIRECTOR OF SALE, 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:

JOHN MARK WEAVER

(Print Full Name)

DIRECTOR OF SALES

(State Official Capacity in Firm)

, being duly sworn deposed, says that he/she is

The party making the foregoing proposal or bid,

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

[Signature]

SIGNATURE OF PERSON SUBMITTING BID

Theresa M. Russell

NOTARY'S SIGNATURE

Subscribed and sworn to before me this 28 day of MARCH, 2022 and for
OAKLAND County.

My commission expires: 2/10/26

THERESA M. RUSSELL
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Feb 10, 2026
ACTING IN COUNTY OF

Oakland



**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.**

Superior Materials LLC

Name of Agency/Company/Firm (Please Print)

JOHN M. WERWER DIRECTOR OF SALES

Name and title of authorized representative (Please Print)

[Signature]

Signature of authorized representative

3/28/22

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	Superior MATTHIUS LLC
Street Address	30701 W 10 mile ST #500
City	FARMINGTON HILLS
State, Zip	MICHIGAN 48336
Corporate I.D. Number/State	ME 016434
Taxpayer I.D. #	59-3838910

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:

John M. Wiener

Witness Signature:

Printed Name of Witness:

Theresa M. Russell



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

The undersigned, the owner or authorized officer of Superior Materials LLC (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 CITY OF Troy and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

BIDDER:

Superior Materials

By:

[Signature]

Its:

DIRECTOR OF SALES

STATE OF MICHIGAN _____

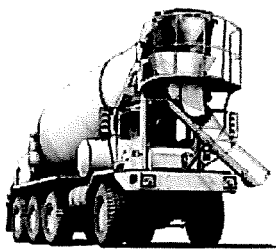
COUNTY OF Oakland

This instrument was acknowledged before me on the 28 day of MARCH, 2022, by

Theresa M. Russell

THERESA M. RUSSELL
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Feb 10, 2028
ACTING IN COUNTY OF

OAKLAND



Concrete Order Desk

Toll Free 888-988-4400

*SERVING ALL OF SOUTHEASTERN
MICHIGAN*



City of Troy Misc. Products Pricing 2022

READY MIXED CONCRETE

Price List

2022

Effective 01-01-2022

Mix Design Strength (Based on 4" Slump)

MDOT PI 6.0 Sack	\$ 133.00 /cyd
MDOT HE 7.0 Sack	\$ 139.00 /cyd
MDOT 12hr/300 flex 7.0 Sack	\$ 146.00 /cyd

MINIMUM LOAD CHARGES

1 - 2.75 Cubic Yards	\$ 95.00	5 - 5.75 Cubic Yards	\$ 95.00
3 - 3.75 Cubic Yards	\$ 95.00	6 - 6.75 Cubic Yards	\$ 95.00
4 - 4.75 Cubic Yards	\$ 95.00		

For deliveries during the period of Frost Law Enforcement, Minimum load cartage charges will apply.

ADDITIONAL SERVICE CHARGES

Monday through Friday — loads before 7:00 AM & After 5:00 PM	ADD \$ 7.25 per cubic yard, plus \$2,000.00 Plant opening charge
Saturday — loads between 7:00 AM — 12 Noon	ADD \$ 7.25 per cubic yard, plus \$2,000.00 Plant opening charge if necessary*
Saturday — loads Before 7:00 AM & after 12 Noon	ADD \$ 7.25 per cubic yard, plus \$2,500.00 plant opening charge
* Opening plants for Saturday deliveries is volume dependent with a minimum plant target production level. In the event the minimum target yardage is not obtained the plant opening charge will apply.	
Sunday or Holiday Delivery — all loads	ADD \$ 18.00 per cubic yard, plus \$3,500.00 plant opening charge

Unloading time allowance is 6 minutes per cubic yard	
Unloading time in excess of 6 minutes per cubic yard:	\$ 120.00 / hour (\$ 2.00 per minute)
Split Load (Per extra stop)	\$ 125.00
Extra Load Charge (Applies if customer required 2 loads for orders of 9 yards or under)	Min-Load charges apply
Pump Prime Grout	\$ 243.00
Washout charge — color purchased from Superior Materials	\$ 125.00 / truck
Washout charge — color not purchased from Superior Materials	\$ 200.00 / truck
Fuel Surcharge	\$ 20.00 / load
Environmental Fee	\$ 20.00 / load

SEALERS, CURING COMPOUNDS, SURFACE TREATMENTS **

****Properly curing and sealing exterior flatwork is essential for long lasting / durable concrete. Superior Materials will accept no liability for any concrete that has not been properly cured at time of placement. ****

Please contact us for all other Concrete Product Needs



CLEAR PLASTIC VISQUEEN

10' x 100' (6 Mil)	\$ 76.00 Each
20' x 100' (6 Mil)	\$ 121.00 Each

REINFORCEMENT PRODUCTS

3/8" x 20' (#3) Rebar	\$ 11.60 Each
1/2" x 10' (#4) Rebar	\$ 9.60 Each
1/2" x 20' (#4) Rebar	\$ 18.00 Each
5/8" x 20' (#5) Rebar	\$ 28.00 Each
Commercial Poly Fiber 1.5#	\$ 9.50 /yd
Residential Poly Fiber 1.0#	\$ 9.50 /yd
Steel Fibers	Quoted upon request

ADMIXTURES

1% Calcium Chloride	\$ 2.55 /yd
2% Calcium Chloride	\$ 5.10 /yd
1% Non-Calcium Chloride Accel.	\$ 7.25 /yd
Mid-Range Water Reducer	\$ 4.75 /yd
Superplasticizer	Quoted Upon Request
Retarder	\$ 5.75 /yd

EXPANSION JOINT

3" x 1/2" x 5' Fiber	\$ 1.90 Each	6" x 1/2" x 5' Fiber	\$ 3.75 Each
4" x 1/2" x 5' Fiber	\$ 2.60 Each		

WINTER SERVICE CHARGES

November 1st through April 15th

Under 7 yards ADD \$ 9.00 per yard plus minimum load charge
7 yards or more ADD \$ 9.00 per yard

Heated Sand: \$ 6.75 /cyd
Type III Cement : \$ 9.00 /cyd

For deliveries during the period of Frost Law Enforcement, Minimum Load Cartage charges will apply.

DECORATIVE CONCRETE MATERIALS

We carry the full line of decorative concrete products. Call for details!

SALES TAX: All sales subject to Michigan Sales Tax unless exemption certificate provided.

TERMS: Net 30 days.

A finance charge of 1.5% per month (18% per annum) will be charged on past due accounts.

THE ABOVE PRICES SHALL APPLY TO ALL JOBS UNLESS SPECIFICALLY QUOTED OTHERWISE.
SUPERIOR MATERIALS SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE DUE TO STRIKES, RAW MATERIAL SHORTAGES, FIRE, LOCKOUTS, ACCIDENTS OR ANY OTHER CAUSES BEYOND OUR CONTROL.
ALL PRICES SUBJECT TO CHANGE WITHOUT NOTICE.



CITY OF TROY
ELECTRONIC BID PROPOSAL

ITB-COT 22-12
Page 1 of 6

The undersigned proposes to furnish **ONE (1) YEAR REQUIREMENTS OF TRANSIT MIXED CONCRETE WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR**, in accordance with the attached specifications to be considered an integral part of this proposal, at the following prices.

COMPANY NAME: PROTOCON RM

Proposal A- Week Day Delivery

Item	Est Qty (yds)	Description	Unit Price
1.	600	6 Sack Mix	\$ <u>132.50</u> /cu yd
2.	200	7 Sack Mix	\$ <u>138.50</u> /cu yd
3.	50	12 Hour 300 PSI Mix- Flexural Strength/7 Sack	\$ <u>146.00</u> /cu yd
Split Load Charges			
4a.	20 Times	2 Locations	\$ <u>80.00</u> ea
4b.	5 Times	3 Locations	\$ <u>80.00</u> ea
5.	20 Times	Below Minimum Load Charge	\$ <u>80.00</u> ea
6.	20	Cold Weather Protection	\$ <u>8.00</u> /cu yd

Proposal B- Saturday Delivery

Item	Est Qty (yds)	Description	Unit Price
1.	25	6 Sack Mix	\$ <u>139.00</u> /cu yd
2.	25	7 Sack Mix	\$ <u>146.00</u> /cu yd
3.	25	12 Hour 300 PSI Mix- Flexural Strength/7 Sack	\$ <u>152.50</u> /cu yd
Split Load Charges			
4a.	5 Times	2 Locations	\$ <u>80.00</u> ea
4b.	5 Times	3 Locations	\$ <u>80.00</u> ea
5.	5 Times	Below Minimum Load Charge	\$ <u>80.00</u> ea
6.	5	Cold Weather Protection	\$ <u>8.00</u> /cu yd

Unloading Time Per Cubic Yard: 6 MINUTES
Minimum Load: 1 CY
Hours of Operation: 6-5 M-F SAT 6-12
24 Hour Emergency Phone Number: 586 612-3272

PROPOSAL: Contract is divided into two (2) proposals – Proposal A for week day delivery and Proposal B for Saturday delivery. Please ensure your company quotes accordingly.

ESTIMATED QUANTITIES: Quantities stated are estimated and not guaranteed. The quantities stated will be used for award purposes only. The City of Troy will not be penalized for ordering more or less than the stated quantities.

INFORMATION: For additional general information or questions about this project, please contact Kurt Bovensiep at (248) 524-3489 between the hours of 8:00 a.m. and 4:30 p.m. or at k.bovensiep@troymi.gov.
Bid Proposal

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

DOWNPAYMENTS AND PREPAYMENTS: Any bid submitted which requires a down payment or prepayment of any kind prior to delivery of material and acceptance, as being in conformance with specifications will not be considered for award.

AWARD: It is the intent of the City to qualify one Primary and one Secondary Supplier of Transit Mixed Concrete. In the event the Primary Supplier is unable to deliver material as specified, the Secondary Supplier will be contacted. Award will be made on a low total bid basis using estimated quantities FOR PROPOSAL A ONLY. A primary and secondary Source will be awarded for Proposal A and Proposal B.

The City of Troy reserves the right to award this bid to the lowest total responsible bidder(s) meeting specifications; to reject low bids that have major deviations from specifications, to accept a higher bid that has only minor deviations.

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.

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.

RECIPROCITY: The City of Troy intends to use reciprocity between the Primary and Secondary Suppliers utilizing one or the other, in the event of a plant closing or inability to meet delivery times. **The suppliers will abide by bid pricing on all items of the contract.**

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.

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 NAME:

Protocol RM

COMPANY: DILISIO CONTRACTING
ADDRESS: 23525 LAKELOUNT DR CLINTON TWP MI 48036
CONTACT: DINO DILISIO
PHONE: 810 217-9193 EMAIL: DINO@dilisiocontracting.com

COMPANY: GALUI CONSTRUCTION
ADDRESS: 33805 Harper Clinton Twp MI 48035
CONTACT: ANTHONY GALUI
PHONE: _____ EMAIL: galui.22@comcast.net

COMPANY: MARK ANTHONY CONTRACTING
ADDRESS: 4844 OLD PLANK RD MILFORD MI 48381
CONTACT: BILL HARTSTOCK
PHONE: 586 453-5860 EMAIL: b.11@macinc.com

INSURANCE REQUIREMENTS:

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.

COMPANY NAME: PROTOCON RM

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.

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

COMPANY NAME:

PROTOCOL RM

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.

LOCAL PREFERENCE:

The City of Troy reserves the right to award a contract to a local business, one which 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 nonlocal bidder, then the local vendor is given one chance to match the low bid.

COMPANY NAME: PROTOCOL RM

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. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City.

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

PROTOCOL RM

ADDRESS

6227 Metro Pkwy CITY Steering Hts STATE MI ZIP 48312

TELEPHONE NO.

(586) 264-5380

FAX NO.

(586) 268-2280

REPRESENTATIVE'S NAME

John N. Parrico
(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

TERMS

Net 30

WARRANTY

1 YEAR

E-MAIL

JNparrico@protocolrm.com

DELIVERY TIME:

6-5 M-F 6-12 SAT

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, John N. Parrico, 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/city-of-troy-mi 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 John N. Patzko, bearing the office title of VP, 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:

John N. Parrico, being duly sworn deposed, says that he/she is
(Print Full Name)
VP. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

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

[Signature]
SIGNATURE OF PERSON SUBMITTING BID

Donald T. Bauer
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 16th day of MARCH, 2022 in and for
MACOMB County.

My commission expires: 9-4-2022

DONALD T. BAUER
Notary Public, Macomb County, MI
My Commission Expires: 9/4/2022
Residing in the County of MACOMB



**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.**

PROTOCOL RA
Name of Agency/Company/Firm (Please Print)

JOHN W. PATRICO VP
Name and title of authorized representative (Please Print)

[Signature]
Signature of authorized representative

Date

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



**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

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

Vendor	
Legal Name	MIDWAY GROUP LLC DBA PROTON RM
Street Address	6227 Metropolitan Parkway
City	STERLING HEIGHTS, MI 48312
State, Zip	MI 48312
Corporate I.D. Number/State	MICHIGAN
Taxpayer I.D. #	811321698

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:

JOHN W. PARRICO

Witness Signature:

Printed Name of Witness:

DONALD T. BAUER



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

The undersigned, the owner or authorized officer of PROTOCON RM (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 PROTOCON RM and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

BIDDER:

PROTOCON RM

By: [Signature]

Its: VP

STATE OF MICHIGAN _____

COUNTY OF MACOMB

This instrument was acknowledged before me on the 16th day of MARCH, 2022, by

[Signature: Donald T. Bauer]

DONALD T. BAUER
Notary Public, Macomb County, MI
My Commission Expires: 9/4/2022
Acting in the County of MACOMB



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: April 25, 2022

To: Mark F. Miller, City Manager

From: Bob Bruner, Assistant City Manager
Dee Ann Irby, Controller
Kurt Bovensiepe, Public Works Director
Emily Frontera, Purchasing Manager

RE: Standard Purchasing Resolution 2: Award to Low Bidders meeting Specifications – Transit Mixed Concrete

History

- Transit mix concrete is concrete mixed at a plant and brought to a job site by a concrete truck. The Department of Public Works uses transit mixed concrete throughout the year for repairs to the City's infrastructure, which includes sidewalks, curbs, and roads.
- The City of Troy uses the most current mix design to ensure Alkali Silica Reactivity (ASR) is avoided in all new concrete placed.
- Transit mixed concrete is purchased on an as needed basis throughout the year.
- The current contract expires April 30, 2022.

Purchasing

On March 31, 2022, a bid opening was conducted as required by City Charter and Code for Transit Mixed Concrete. The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com/mitn/city-of-troy-mi. Two Hundred and Ten (210) vendors were notified of the bid opportunity via the MITN website. Two (2) bid proposals were received. Below is a detailed summary of potential vendors for both bid opportunities.

Companies notified via MITN	210
Troy Companies notified via MITN	5
Troy Companies notified Active email Notification	5
Troy Companies Active Free	0
Companies that viewed the bid	3
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.

- The award will include a primary and secondary supplier. In the event the primary supplier is unable to provide materials as specified, the secondary supplier will be contacted.
- The award is contingent upon contractors' submission of properly executed bid documents, insurance certificates, and all other specified documents.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Financial

Funds are budgeted and available in the General Fund under the Public Works Department operating budgets for the Streets, Water, and Parks Divisions.

Recommendation

City management recommends awarding a one (1) year contract to provide Transit Mixed Concrete with an option to renew for one (1) additional year to the low bidder *Superior Materials, LLC of Farmington Hills, MI* as the primary supplier and *Protocon RM of Sterling Heights, MI* as the secondary supplier as per the unit prices listed in the attached bid tabulation opened March 31, 2022; to be ordered on as needed basis; contracts expiring April 30, 2024.

Opening Date: 03/31/2022
Date Reviewed - 03/31/2022

CITY OF TROY
BID TABULATION
TRANSIT MIXED CONCRETE

ITB-COT 22-12
Pg. 1 of 1

VENDOR NAME:	Protocon RM	Superior Materials LLC
CITY:	Sterling Heights, MI	Farmington Hills, MI

PROPOSAL: One (1) Year Requirements of Transit Mixed Concrete with an Option to Renew for One (1) Additional Year

ITEM	EST QTY		DESCRIPTION	UNIT PRICE	UNIT	TOTAL PRICE	UNIT PRICE	UNIT	TOTAL PRICE
------	---------	--	-------------	------------	------	-------------	------------	------	-------------

PROPOSAL A - WEEKDAY DELIVERY

1	600	Yds	6 Sack Mix	\$132.50	Cu Yd	\$79,500.00	\$133.00	Cu Yd	\$79,800.00
2	200	Yds	7 Sack Mix	\$138.50	Cu Yd	\$27,700.00	\$139.00	Cu Yd	\$27,800.00
3	50	Yds	12 Hour 300 PSI Mix- Flexural Strength/7 Sack	\$146.00	Cu Yd	\$7,300.00	\$146.00	Cu Yd	\$7,300.00

SPLIT LOAD CHARGES

4a	20	Times	2 Locations	\$80.00	Ea	\$1,600.00			
4b	5	Times	3 Locations	\$80.00	Ea	\$400.00			
5	20	Times	Below Minimum Load Charge	\$80.00	Ea	\$1,600.00	\$95.00	Ea	\$1,900.00
6	20		Cold Weather Protection	\$8.00	Cu Yd	\$160.00	\$9.00	Cu Yd	\$180.00

ESTIMATED TOTAL PROPOSAL A:

\$118,260.00

\$116,980.00

PROPOSAL B - SATURDAY DELIVERY

1	25	Yds	6 Sack Mix	\$139.00	Cu Yd	\$3,475.00	\$140.00	Cu Yd	\$3,500.00
2	25	Yds	7 Sack Mix	\$146.00	Cu Yd	\$3,650.00	\$146.00	Cu Yd	\$3,650.00
3	25	Yds	12 Hour 300 PSI Mix- Flexural Strength/7 Sack	\$152.50	Cu Yd	\$3,812.50	\$153.00	Cu Yd	\$3,825.00

SPLIT LOAD CHARGES

4a	5	Times	2 Locations	\$80.00	Ea	\$400.00			
4b	5	Times	3 Locations	\$80.00	Ea	\$400.00			
5	5	Times	Below Minimum Load Charge	\$80.00	Ea	\$400.00	\$95.00	Ea	\$475.00
6	5		Cold Weather Protection	\$8.00	Cu Yd	\$40.00	\$9.00	Cu Yd	\$45.00

ESTIMATED TOTAL PROPOSAL B:

\$12,177.50

\$11,495.00

ESTIMATED GRAND TOTAL:

\$130,437.50

\$128,475.00

Unloading Time Per Cubic Yard:

6 Minutes

6 Minutes

Minimum Load:

1 CY

2 Yards

Hours of Operation:

6-5 M-F 6-12 Sat.

7AM- 5PM

24 Hour Emergency Phone No:

586-612-3272

Dave Maraltt 248-804-4939
Shally Darland 248-640-0029

References:

Y or N

Y

Y

Insurance Met:

Y or N

Not Specified

Y

Warranty:

Y or N

1 Year

None

Payment Terms:

Net 30

Net 30

Delivery Time:

6-5 M-F 6-12 Sat.

5-Jul

Exceptions:

None

None

Acknowledgement:

Y or N

Y

Y

Forms:

Y or N

Y

Y

Secondary Vendor

Primary Vendor

ATTEST:

(*Bid Opening conducted via a Zoom Meeting)

Scott Carruthers

Andrew Chambliss

Beth Zaccardelli

Emily Frontera

Jackie Ahlstrom

Emily Frontera

Purchasing Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/21/2021

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

PRODUCER Aon Risk Services, Inc. of Florida 13901 Sutton Park Drive South Suite 360 - Building C Jacksonville FL 32224 USA	CONTACT NAME: PHONE (A/C, No, Ext): (904) 724-2001 FAX (A/C, No.): (904) 223-0797		
	E-MAIL ADDRESS:		
INSURED Superior Materials Holdings, LLC 30701 W. 10 Mile Suite 500 Farmington Hills MI 48333 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Insurance Co.		23043
	INSURER B: Liberty Mutual Fire Ins Co		23035
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570090361511 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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	TB2651291674051	12/01/2021	12/01/2022	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2651291674031	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
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	N/A	WA565D291674011	12/01/2021	12/01/2022	<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)

City of Troy including Architects and Engineers, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees, and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policy. General Liability and Automobile Liability evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. General Liability and Automobile Liability evidenced herein is Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of subrogation is granted in favor of Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability

CERTIFICATE HOLDER

CANCELLATION

City of Troy 4693 Rochester Road Troy MI 48085 USA	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 <i>Aon Risk Services Inc. of Florida</i>

Certificate No : 570090361511



AGENCY CUSTOMER ID 70000048719

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services, Inc. of Florida		NAMED INSURED Superior Materials Holdings, LLC	
POLICY NUMBER See Certificate Number: 570090361511			
CARRIER See Certificate Number: 570090361511	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:

and Workers Compensation policy.. Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/22/2022

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

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

PRODUCER Aon Risk Services, Inc. of Florida 13901 Sutton Park Drive South Suite 360 - Building C Jacksonville FL 32224 USA		CONTACT NAME: PHONE: (A/C. No. Ext): (904) 724-2001 FAX: (A/C. No.): (904) 223-0797 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED Midway Group, LLC dba Protocon RM 6227 Metropolitan Parkway Sterling Heights MI 48312 USA		INSURER A: Liberty Mutual Fire Ins Co	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

Holder Identifier :

COVERAGES

CERTIFICATE NUMBER: 570092798846

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.

Limits shown are as requested

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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			TB651291674121	12/01/2021	12/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS2651291674131	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	<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	N/A	WC2651291674111	12/01/2021	12/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE-EA EMPLOYEE \$100,000 E.L. DISEASE-POLICY LIMIT \$500,000

Certificate No : 570092798846

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

RE: ITB-COT 22-12. City of Troy is included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Troy Attn: Jackie Ahlstrom 500 W. Big Beaver Troy MI 48084 USA	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 <i>Aon Risk Services Inc. of Florida</i>

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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

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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

Location And Description Of Completed Operations

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

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.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR 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.

Policy Number TB2-651-291674-121
Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY - UMBRELLA COVERAGE FORM

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule of this endorsement. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with the company	Per schedule on file with the company	60