

**CITY COUNCIL MINUTES**

**March 18, 2024**

**Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications –  
2024 Joint and Crack Seal Program**

Resolution #2024-03-046-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** a contract to *Scodeller Construction Inc. of Wixom, MI*, for the 2024 Joint and Crack Seal Program for an estimated not to exceed project total amount of \$160,000; at unit prices contained in the bid tabulation opened February 29, 2024, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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

# PURCHASE ORDER

No. 2024-00001148  
 DATE: 04/05/2024  
 PAGE: 1 of 1  
 FOB DESTINATION

**Ship To**  
 CITY OF TROY  
 Streets  
 4693 ROCHESTER ROAD  
 TROY, MI 48085

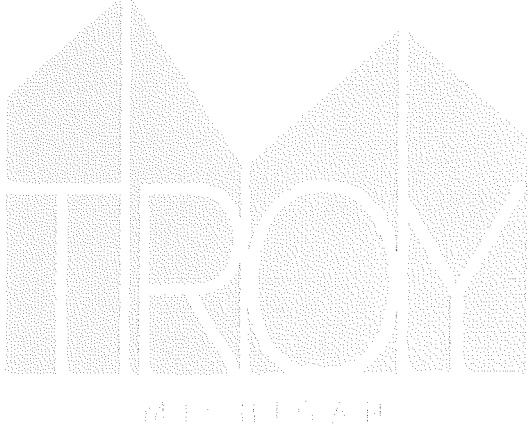
**Bill To**  
 CITY OF TROY  
 Streets  
 4693 ROCHESTER ROAD  
 TROY, MI 48085

**COUNCIL RESOLUTION**  
 2024-03-046-J-4C

**VENDOR NO.** 104064

**Vendor**  
 SCODELLER CONSTRUCTION  
 51722 GRAND RIVER AVE  
 WIXOM, MI 48393

| QUANTITY | UNIT | DESCRIPTION                | UNIT COST    | TOTAL COST   |
|----------|------|----------------------------|--------------|--------------|
| 1        | Each | 2024 Joint & Crack Program | 60,000.0000  | \$60,000.00  |
| 1        | Each | 2024 Joint & Crack Local   | 100,000.0000 | \$100,000.00 |



Entered By: Andrew Chambliss

\$160,000.00

**Special Instructions:**

CITY COUNCIL AWARD DATE: 3/18/2024. Contract for Joint Crack Seal Program in accordance with the specifications and completion date of ITB-COT 24-04. CERTIFICATE OF INSURANCE and ENDORSEMENTS and BONDS shall be on file through contract completion.

**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.

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

*Andrew K. Chambliss*

Opening Date: 02/29/2024  
 Date Reviewed: 02/29/2024

CITY OF TROY  
 BID TABULATION  
 2024 JOINT AND CRACK SEAL PROGRAM

ITB-COT 24-04  
 Page 1 of 1

|               |                              |                           |                              |
|---------------|------------------------------|---------------------------|------------------------------|
| VENDOR NAME:  | Scodeller Construction, Inc. | SJR Pavement Repair, Inc. | Michigan Joint Sealing, Inc. |
| CITY:         | Wixom, MI                    | Warren, MI                | Farmington Hills, MI         |
| CHECK AMOUNT: | \$5,000.00                   | \$5,000.00                | \$5,000.00                   |
| CHECK #:      | 38567925                     | 2612143                   | 957286                       |

**2024 JOINT & CRACK SEAL PROGRAM**

| Line                     | Description                         | Quantity | Units    | Unit Price | Total Cost          | Unit Price | Total Cost          | Unit Price | Total Cost          |
|--------------------------|-------------------------------------|----------|----------|------------|---------------------|------------|---------------------|------------|---------------------|
| 1                        | Mobilization, Max \$5,000           | 1        | Lump Sum | \$5,000.00 | \$5,000.00          | \$0.00     | \$0.00              | \$5,000.00 | \$5,000.00          |
| 2                        | Joint & Crack Sealing – Major Roads | 60,000   | Ft       | \$1.04     | \$62,400.00         | \$1.22     | \$73,200.00         | \$1.31     | \$78,600.00         |
| 3                        | Joint & Crack Sealing – Local Roads | 100,000  | Ft       | \$0.95     | \$95,000.00         | \$0.99     | \$99,000.00         | \$1.28     | \$128,000.00        |
| 4                        | Maintaining Traffic                 | 1        | Lump Sum | \$5,000.00 | \$5,000.00          | \$0.00     | \$0.00              | \$5,000.00 | \$5,000.00          |
| <b>TOTAL BID AMOUNT:</b> |                                     |          |          |            | <b>\$167,400.00</b> |            | <b>\$172,200.00</b> |            | <b>\$216,600.00</b> |

|                       |        |   |   |   |
|-----------------------|--------|---|---|---|
| REFERENCES:           | Y or N | Y | Y | Y |
| INSURANCE:            |        | Y | Y | Y |
| EXCEPTIONS:           |        |   |   |   |
| ACKNOWLEDGEMENT:      | Y or N | Y | Y | Y |
| VENDOR QUESTIONNAIRE: | Y or N | Y | Y | Y |
| FORMS:                | Y or N | Y | Y | Y |

Attest:  
 (\*Bid Opening conducted via a Zoom Meeting)  
 Nick Herzek  
 Nellie Bert  
 Beth Zaccardelli

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

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PLACE: CITY OF TROY  
DATE: February 29, 2024  
PROJECT: 2024 JOINT & CRACK SEAL PROGRAM

The proposal of Scodeller Construction, Inc (hereinafter called "Bidder")  
to the City of Troy, Oakland County, Michigan

The Bidder, in compliance with the Advertisement for Bid for the "**2024 JOINT & CRACK SEAL PROGRAM**", having examined the plans and specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is part.

The Bidder affirms that in making such Proposal, neither he nor any company that he may represent nor anyone on behalf of him or the company directly has entered into any combination or collusion, undertaking or agreement with any bidder or bidders to maintain that the prices of said work, or any attempt to prevent any other bidder or bidders from bidding on said contract or work, and further affirms that such proposal is made without regard or reference to any other bidder or proposal and without any agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such bidding in any way or manner whatsoever.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty - (60) calendar days after the scheduled closing time for receiving bids and may not be withdrawn after receiving a "Notice of Award".

The Bidder hereby agrees to commence work under this contract on or before the date to be specified in the written "Notice to Proceed".

The Bidder acknowledges receipt of the following addenda:

No. \_\_\_\_\_ DATED: \_\_\_\_\_  
No. \_\_\_\_\_ DATED: \_\_\_\_\_  
No. \_\_\_\_\_ DATED: \_\_\_\_\_

City of Troy  
500 W. Big Beaver  
Troy, Michigan 48084

Bids Due: Thursday, February 29, 2024  
10:00 A.M., Local Time  
ITB-COT 24-04

The undersigned, as Bidder, declares that he has familiarized himself with the location of the proposed project in the City of Troy. Bidder acknowledges that he has carefully examined the Plans, Specifications, and Contract Documents which he understands and accepts as sufficient for the purpose of constructing the work, and agrees that he will contract with the City of Troy, Oakland County, Michigan to furnish all labor, materials, and equipment necessary to do all the work specified and prescribed, and that he will accept in full payment therefore the sum of:

COMPANY NAME: Scodeller Construction, Inc

**CITY OF TROY ITB-COT 24-04**

**2024 JOINT& CRACK SEAL PROGRAM**

| Line                    | Description                         | Quantity | Units | Unit Price                      | Total Cost              |
|-------------------------|-------------------------------------|----------|-------|---------------------------------|-------------------------|
| 1                       | Mobilization, Max \$5,000           | 1        | LSUM  | \$5,000. <sup>00</sup>          | \$5,000. <sup>00</sup>  |
| 2                       | Joint & Crack Sealing – Major Roads | 60,000   | FT    | \$1.04                          | \$62,400. <sup>00</sup> |
| 3                       | Joint & Crack Sealing – Local Roads | 100,000  | FT    | \$0.95                          | \$95,000. <sup>00</sup> |
| 4                       | Maintaining Traffic                 | 1        | LSUM  | \$5,000. <sup>00</sup>          | \$5,000. <sup>00</sup>  |
| <b>TOTAL BID AMOUNT</b> |                                     |          |       | <b>\$ 167,400.<sup>00</sup></b> |                         |

All work must be completed by June 30, 2024. The City intends to expand or reduce the quantities of work as needed so that the total value of all work completed by June 30, 2024 is \$50,000 on Major Roads and \$90,000 on Local Roads.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of bids.


The City reserves the right to accept any bid, or to reject any or all bids, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, the City reserves the right to reject the Bid of any Bidder if the City believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City.

The undersigned agrees to furnish the required bonds and insurance certificates within seven (7) days after the acceptance of this proposal and further agrees to start construction within ten (10) days after being notified that work can begin.

The company representative does warrant that by signing the bid documents, the additional insured endorsement will be included in the insurance coverage supplied to the City as part of the specified requirements. All joint and crack sealing work shall be completed by June 30<sup>th</sup>, 2024.

Company: Scodeller Construction, Inc

Address: 51722 Grand River Ave  
Wixom, MI 48393

Signed: 

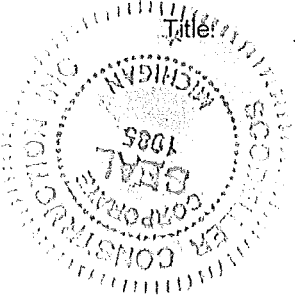
County: Oakland

By: Jeff Lippert

Telephone: (248) 374-1102

Title: Division Manager

Email: Jeff@scodeller.com



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**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 Jeff Lippert whose signature is affixed to the Proposal, is duly authorized to execute contracts.

A Partnership, all members of which, with addresses, are:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

An Individual, whose signature is affixed to the Proposal.

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

Please give the following information regarding your Proposal for this bid:

1. Number of years of experience in this work:

38 Years

2. List the number and types of equipment to be used if awarded this bid:

Please see attached equipment list

3. List the municipalities you have contracted with during the past three years for this type of work:

Please see attached references

4. Name of your bank and other financial reference:

Please see attached trade references

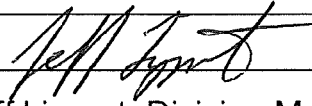
5. Name of your insurance carrier:

6. PL/PD/BI Insurance carrier: See attached certificate of insurance

Workman's Compensation: See attached certificate of insurance

Amount of Insurance Coverage: See attached certificate of insurance

6. Comments: MDOT prequalified contractor No. 03564

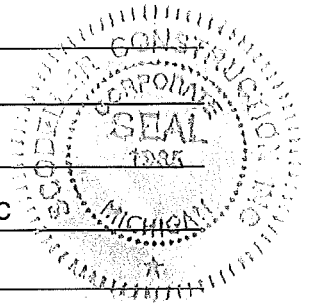
Signed: 

Title: Jeff Lippert, Division Manager

Name & Address of Firm: Scodeller Construction, Inc

51722 Grand River Ave, Wixom, MI 48393

Date: 2/20/24





TO WHOM IT MAY CONCERN:

Jeff Lippert, being duly sworn deposed, says that he  
(Print Full Name)  
is Division Manager. The party making the foregoing proposal or bid,  
(State Official Capacity in Firm)

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

Jeff Lippert  
SIGNATURE OF PERSON SUBMITTING BID

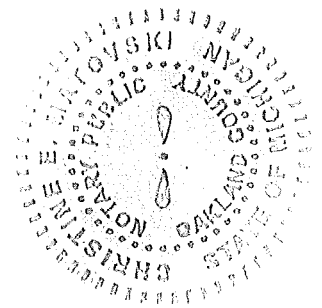
Christine E. Matovski  
NOTARY'S SIGNATURE



Subscribed and sworn to before me this 20<sup>th</sup> day of February, 2024 in and for  
Oakland County.

My commission expires:  
07-21-2025

**CHRISTINE E. MATOVSKI**  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires **07-21-2025**  
Acting in the County of \_\_\_\_\_



**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                  | Scodeller Construction, Inc |
| Street Address              | 51722 Grand River Ave       |
| City                        | Wixom                       |
| State, Zip                  | Michigan, 48393             |
| Corporate I.D. Number/State | Michigan                    |
| Taxpayer I.D. #             | 38-2625522                  |

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:

Jeff Lippert, Division Manager

Witness Signature:

Printed Name of Witness:

Christine E. Matovski

**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.

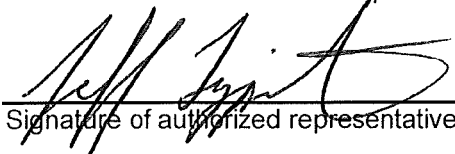
**I am able to certify to the above statements.**

**Scodeller Construction, Inc**

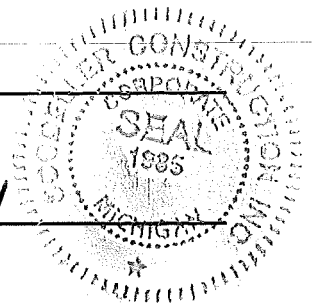
Name of Agency/Company/Firm (Please Print)

**Jeff Lippert, Division Manager**

Name and title of authorized representative (Please Print)

  
Signature of authorized representative

**2/20/24**  
Date



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

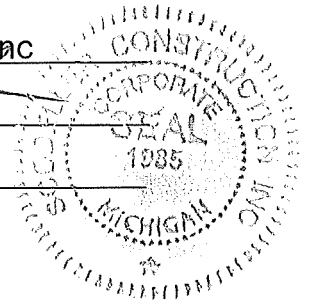
**Proposer's Sworn and Notarized Familial Disclosure**  
(to be provided by the Proposer)

The undersigned, the owner or authorized officer of Scodeller Construction, Inc (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 \_\_\_\_\_ Scodeller Construction, Inc and any member of the City of Troy City Council or City of Troy management.

**List any Familial Relationships:** N/A

BIDDER:  
Scodeller Construction, Inc

By: [Signature]  
Its: Division Manager



STATE OF MICHIGAN

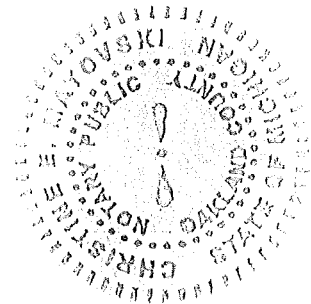
) ss.

COUNTY OF Oakland

The instrument was acknowledged before me on the 20<sup>th</sup> day of February, 2024

by [Signature]

CHRISTINE E. MATOVSKI  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires 07-21-2025  
Acting in the County of \_\_\_\_\_



# **SCODELLER**

CONSTRUCTION

51722 Grand River • Wixom, MI 48393 • 248.374.1102 • Fax 248.374.1109

## Equipment List

- 21 Pavement Routers
- 9 Concrete Random Crack Saws
- 9 Tractor Joint Plows/Blowers
- 9 Self Powered Riding Concrete Saws
- 10 185 CFM Air Compressor and Blasting Unit – Truck mounted
- 5 50 Gallon Silicone Pumps
- 4 Recirculating Air Vacuum Sweepers
- 10 200 to 400 Gallon Melter/Applicators – Truck Mounted
- 15 800 to 1,000 Gallon Melter/Applicators – Truck Mounted
- Multiple Traffic and Support Vehicles



*Contracting For Pavement Preservation  
Equal Opportunity Employer*



# SCODELLER CONSTRUCTION

51722 Grand River • Wixom, MI 48393 • 248.374.1102 • Fax 248.374.1109

## PROJECT REFERENCES

Project: 2023 DTW Joint Seal & Spall Repair

Owner: Wayne County Airport Auth.

Contact Person: Ken Arnett

Phone: (734) 626-1297

Contract Amount: \$870,000.00

Completion Date: Sep-23

Project: 2023 Willow Run Crack Sealing

Owner: Wayne County Airport Auth.

Contact Person: Joe Galea

Phone: (734) 576-9570

Contract Amount: \$100,000.00

Completion Date: Jul-23

Project: 2022 City of Troy Rout & Seal

Owner: City of Troy

Contact Person: Antonio Cicchetti

Phone: 586-615-6780

Contract Amount: \$112,000.00

Completion Date: Jun-22

Project: 2023 City of Novi Joint Repair

Owner: City of Novi

Contact Person: Jeff VanCurler

Phone: (248) 343-8776

Contract Amount: \$300,000.00

Completion Date: Oct-23

Project: 2023 City of Troy Rout & Seal

Owner: City of Troy

Contact Person: Zach Haapala

Phone: (248) 524-3403

Contract Amount: \$50,000.00

Completion Date: Jun-23

Project: 2023/2024 City of Southfield Reseal

Owner: City of Southfield

Contact Person: Julius Maisano

Phone: (248) 514-3514

Contract Amount: \$170,000.00

Completion Date: Jun-24



*Contracting For Pavement Preservation  
Equal Opportunity Employer*



# **SCODELLER** CONSTRUCTION

**Bill To:** 51722 Grand River  
Wixom, MI 48393

**Ship To:** 51722 Grand River  
Wixom, MI 48393

**Type of Business:** Highway Maintenance  
**Years in Business:** 38 Years  
**Year Incorporated:** 1985  
**Federal ID #** 38-2625522

**Trade References:** W.R. Meadows.  
300 Industrial Dr.  
Hampshire, IL 60140  
(847) 214-2100

Wolverine Truck Group  
3000 William Avenue  
Ypsilanti, MI 48198  
(734) 879-2500  
(734) 879-2511 Fax

Barnsco Inc.  
Craig Reynolds  
7800 Dix  
Detroit, MI 48209  
(248) 640-4492  
[creynolds@barnsco.com](mailto:creynolds@barnsco.com)

Ace Cutting Equipment, Inc.  
Ron Mesasel  
25800 Novi Road  
Novi, MI 48375  
(248) 449-4944  
(248) 449-4946 Fax

**Bank References:** Fifth Third Bank, Commercial Banking  
215 E. Washington Street  
Ann Arbor, MI 48104  
(734) 214-7931  
(734) 214-7952 Fax  
Banker – Rich Grajewski  
[Richard.Grajewski@53.com](mailto:Richard.Grajewski@53.com)

**Contacts:** Peter D. Scodeller, President

**SCODELLER CONSTRUCTION, INC.**

**CONSENT RESOLUTIONS OF THE ANNUAL MEETING OF THE BOARD OF DIRECTORS**

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I, the undersigned, being the sole Director of **SCODELLER CONSTRUCTION, INC.**, a Michigan corporation (the "Corporation"), hereby waive the necessity of notice and holding of the annual meeting of the Board of Directors of the Corporation and in its stead I adopt for the fiscal year ending December 31, 2022, the following:

**RESOLVED**, that the following persons are elected to the offices set forth beside his name, to serve until the next annual meeting of the Board of Directors and until the election and qualification of their respective successors (or until the effective date of their resignation, or removal with or without cause by the Board of Directors):

|                 |                    |
|-----------------|--------------------|
| President:      | Peter D. Scodeller |
| Vice President: | Edward S. Dwyer    |
| Secretary:      | Matthew P. Sharkey |
| Treasurer:      | Peter D. Scodeller |

**RESOLVED**, that the Board of Directors hereby ratifies, affirms and approves all acts of the Officers on behalf of the corporation during the current fiscal year.

**RESOLVED**, that Peter D. Scodeller will have such legal authority as was previously given to him as the director and/or an officer of the Corporation.

**RESOLVED**, that Peter D. Scodeller shall have authority to sign checks drawn on accounts owned and maintained by the Corporation.

**RESOLVED**, that Edward S. Dwyer shall have authority to sign checks drawn on accounts owned and maintained by the Corporation.

**RESOLVED**, that Peter D. Scodeller will have sole authority on behalf of the Corporation to secure loans and lines of credit from financial institutions and lenders.

**RESOLVED**, that Peter D. Scodeller will have authority to enter into and renew leases on behalf of the Corporation.

**RESOLVED**, that Peter D. Scodeller shall solely determine what bonus or bonuses shall be paid to others, if any, employed by the Corporation.

**RESOLVED**, that Peter D. Scodeller shall have authority to enter into and sign bids, proposals and contracts on behalf of the Corporation.

**RESOLVED**, that Edward S. Dwyer shall have authority to enter into and sign bids, proposals and contracts on behalf of the Corporation.

**RESOLVED**, that Matthew Sharkey shall have authority to enter into and sign bids, proposals, and contracts on behalf of the Corporation.

**RESOLVED**, that Jeff Lippert shall have authority to enter into and sign bids, proposals, and contracts on behalf of the Corporation.



**RESOLVED**, that Jeff Stover shall have authority to enter into and sign bids, proposals, and contracts on behalf of the Corporation.

**RESOLVED**, that Al Wieging shall have authority to enter into and sign bids, proposals, and contracts on behalf of the Corporation.

**RESOLVED**, that Matthew Sharkey shall have authority to sign yard space rental agreements, not to exceed (60) sixty days, on behalf of the Corporation.

**RESOLVED**, that Jeff Lippert shall have authority to sign yard space rental agreements, not to exceed (60) sixty days, on behalf of the Corporation.

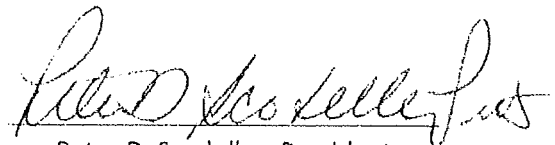
**RESOLVED**, that Jeff Stover shall have authority to sign yard space rental agreements, not to exceed (60) sixty days, on behalf of the Corporation.

**RESOLVED**, that Al Wieging shall have authority to sign yard space rental agreements, not to exceed (60) sixty days, on behalf of the Corporation.

**RESOVLED**, that the Secretary of the Corporation shall make the original of this content part of the official minutes of the Corporation.

Dated as of:

December 31, 2022

  
Peter D. Scodeller, President



# SAFETY DATA SHEET

| SECTION 1: PRODUCT AND COMPANY IDENTIFICATION   |                       |   |   |                                    |                         |                    |                 |             |
|---|-----------------------|---|---|------------------------------------|-------------------------|--------------------|-----------------|-------------|
| Product:  | 3405                  | Part Number:  | 4215000   |                                    |                         |                    |                 |             |
| Manufacturer:   | W. R. MEADOWS®, INC.  | Address:  | 300 Industrial Drive<br>Hampshire, Illinois 60140 |                                    |                         |                    |                 |             |
| Telephone:  | (847) 214-2100        | In case of emergency, dial  | (800) 424-9300 (CHEMTREC)                         |                                    |                         |                    |                 |             |
| Revision Date:  | 12/5/2018             | Product Use:  | Hot-Applied Joint Sealant                         |                                    |                         |                    |                 |             |
| SECTION 2: HAZARDS IDENTIFICATION/EXPOSURE LIMITS   |                       |   |   |                                    |                         |                    |                 |             |
| HMIS  |                       | HAZARD STATEMENTS   |   |                                    |                         |                    |                 |             |
| Health  | 1                     | WARNING!  |   |                                    |                         |                    |                 |             |
| Flammability  | 1                     | Heated material will cause severe burns.  |   |                                    |                         |                    |                 |             |
| Reactivity  | 0                     | Causes skin irritation.   |   |                                    |                         |                    |                 |             |
| Personal Protection   |                       | PRECAUTIONARY STATEMENTS  |   |                                    |                         |                    |                 |             |
|   |                       | Avoid direct contact with heated material.  |   |                                    |                         |                    |                 |             |
|   |                       | Avoid inhalation of fumes.  |   |                                    |                         |                    |                 |             |
|   |                       |  |   |                                    |                         |                    |                 |             |
| SECTION 3: HAZARDS COMPONENTS   |                       |   |   |                                    |                         |                    |                 |             |
| <u>Chemical Name:</u>   | <u>CAS Number</u>     | <u>% by Weight</u>  | <u>SARA 313</u>                                   | <u>Vapor Pressure (mm Hg@20°C)</u> | <u>LEL (@25°C)</u>      |                    |                 |             |
| 1. Petroleum Asphalt  | 8052-42-4             | 50-55   | No  | N/A                                | N/A                     |                    |                 |             |
| 2. Petroleum Oil Base Stock   | 64742-65-0            | 5-10  | No  | N/A                                | 0.9                     |                    |                 |             |
| 3. Limestone  | 1317-65-3             | 25-30   | No  | N/A                                | N/A                     |                    |                 |             |
| Under the reporting requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1966 (SARA) and 40 CFR Part 372, chemicals listed on the 313 List (40 CFR Part 373.65) are identified under the heading "SARA 313." N/A = Not Applicable                |                       |   |   |                                    |                         |                    |                 |             |
| SECTION 4: EMERGENCY AND FIRST AID PROCEDURES   |                       |   |   |                                    |                         |                    |                 |             |
| EYE CONTACT: Not expected to be an exposure route as supplied. If contact with molten material occurs, seek immediate medical attention.  |                       |   |   |                                    |                         |                    |                 |             |
| SKIN CONTACT: Wash affected areas with soap and water if available. If contact with hot, molten material occurs, cool affected area with water. Do not attempt to remove congealed solid. Do not use petroleum solvents to remove solids adhered to skin. Seek immediate medical attention. |                       |   |   |                                    |                         |                    |                 |             |
| INHALATION: Not expected to be an exposure route as supplied. If irritation occurs due to exposure to fumes produced by hot molten product, move victim from exposure source and treat symptomatically. If symptoms persist, seek medical attention.  |                       |   |   |                                    |                         |                    |                 |             |
| INGESTION: Not expected to be an exposure source.   |                       |   |   |                                    |                         |                    |                 |             |
| MOST IMPORTANT SYMPTOMS/EFFECTS, ACUTE AND CHRONIC: See Section Eleven for Symptoms/Effects.  |                       |   |   |                                    |                         |                    |                 |             |
| SECTION 5: FIRE AND EXPLOSIVES HAZARDS  |                       |   |   |                                    |                         |                    |                 |             |
| FLASHPOINT: Not applicable; product is a solid.   |                       |   |   |                                    |                         |                    |                 |             |
| EXTINGUISHING MEDIA: Water fog, foam, dry chemical.   |                       |   |   |                                    |                         |                    |                 |             |
| CHEMICAL/COMBUSTION HAZARDS: Oxides and compounds of nitrogen/sulfur, carbon monoxide/dioxide, and incomplete combustion products.  |                       |   |   |                                    |                         |                    |                 |             |
| PRECAUTIONS/PERSONAL PROTECTIVE EQUIPMENT: Avoid smoke inhalation. Hot material may spatter if hit by a direct stream of water. Use appropriate personal protective equipment.  |                       |   |   |                                    |                         |                    |                 |             |
| SECTION 6: ACCIDENTAL RELEASE MEASURES  |                       |   |   |                                    |                         |                    |                 |             |
| SPILL OR LEAK PROCEDURES: Not applicable. Product is a solid. If molten material is spilled avoid direct contact, allow material to cool and landfill dispose.  |                       |   |   |                                    |                         |                    |                 |             |
| SECTION 7: HANDLING AND STORAGE   |                       |   |   |                                    |                         |                    |                 |             |
| SAFE HANDLING PROCEDURES: Avoid direct contact.   |                       |   |   |                                    |                         |                    |                 |             |
| SAFE STORAGE: Prevent job-site damage.  |                       |   |   |                                    |                         |                    |                 |             |
| SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION  |                       |   |   |                                    |                         |                    |                 |             |
|   |                       | OSHA  |   |                                    | ACGIH                   |                    |                 |             |
| <u>Chemical Name:</u>   | <u>PEL</u>            | <u>PEL/CEILING</u>  | <u>PEL/STEL</u>                                   | <u>SKIN</u>                        | <u>TLV</u>              | <u>TLV/CEILING</u> | <u>TLV/STEL</u> | <u>SKIN</u> |
| 1. Petroleum Asphalt  | 5 mg/m <sup>3</sup> * | N/E   | N/E   | No                                 | 0.5 mg/m <sup>3</sup> * | N/E                | N/E             | N/E         |
| 2. Petroleum Oil Base Stock   | N/E                   | N/E   | N/E   | No                                 | 5 mg/m <sup>3</sup> +   | N/E                | N/E             | N/E         |
| 3. Limestone  | N/A                   | N/A   | N/A   | No                                 | N/A                     | N/A                | N/A             | N/A         |
|   | *: Asphalt Fumes      |   | +: Mineral Oil Mist in Air                        |                                    | N/E: Not Established    |                    |                 |             |

## SAFETY DATA SHEET

|   |  |   |
|---|--|---|
| Date of Preparation: 12/5/18  | Page 2 of 2                            | 4215000                                   |
| <i>Section 8 continued</i>  |  |   |
| ENGINEERING CONTROLS: None required under normal use conditions.  |  |   |
| PERSONAL PROTECTIVE EQUIPMENT: Safety glasses, chemical-resistant gloves.   |  |   |
| <b>SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES</b>  |  |   |
| BOILING POINT: N/A  | VAPOR DENSITY: N/A                     | % VOLATILE BY VOLUME: N/A                 |
| EVAPORATION RATE: N/A   | pH LEVEL: N/A                          | % VOLATILE BY WEIGHT: N/A                 |
| WEIGHT PER GALLON: N/A  | PRODUCT APPEARANCE: Black Solid        | VOC CONTENT: N/A                          |
| ODOR: None  | ODOR THRESHOLD: N/D                    | MELTING/FREEZING POINT: N/D               |
| FLASH POINT: See Section 5  | FLAMMABILITY: N/D                      | UEL/LEL: N/D                              |
| VAPOR PRESSURE: N/D   | RELATIVE DENSITY: N/D                  | SOLUBILITY: N/D                           |
| PARTITION COEFFICIENT: N/D  | AUTOIGNITION TEMPERATURE: N/D          | DECOMPOSITION TEMPERATURE: N/D            |
| VISCOSITY: N/D  |  | N/D: Not Determined                       |
| <b>SECTION 10: STABILITY/REACTIVITY</b>   |  |   |
| STABILITY: Stable.  |  | HAZARDOUS POLYMERIZATION: Will not occur. |
| CONDITIONS AND MATERIALS TO AVOID: None recognized.   |  |   |
| HAZARDOUS DECOMPOSITION PRODUCTS: None recognized.  |  |   |
| <b>SECTION 11: TOXICOLOGICAL INFORMATION</b>  |  |   |
| EYE CONTACT: Direct contact may cause mild irritation. Contact with heated material may cause severe burns.   |  |   |
| SKIN CONTACT: Direct contact may cause slight skin irritation. Contact with heated material may cause severe burns.   |  |   |
| INHALATION: Not anticipated to be an exposure route. Heated material may emit fumes. Exposure to fumes may result in respiratory irritation.  |  |   |
| INGESTION: Not anticipated to be an exposure route.   |  |   |
| SIGNS AND SYMPTOMS: Symptoms of eye irritation include tearing, reddening, and swelling. Symptoms of skin irritation include redness and swelling. Gastrointestinal irritation symptoms include nausea, vomiting, and abdominal discomfort. Symptoms of respiratory irritation include runny nose, sore throat, coughing, chest discomfort, shortness of breath, and reduced lung function. |  |   |
| AGGRAVATED MEDICAL CONDITIONS: Pre-existing skin, eye, and respiratory disorders may be aggravated by exposure to this product.   |  |   |
| OTHER HEALTH EFFECTS: ACGIH Classifies asphalt as <i>Not Classifiable as a Human Carcinogen; A4</i> .   |  |   |
| <b>SECTION 12: ECOLOGICAL INFORMATION</b>   |  |   |
| ECOTOXICITY: N/E  | DEGRADABILITY: N/E                     | BIOACCUMULATIVE POTENTIAL: N/E            |
| SOIL MOBILITY: N/E  | OTHER ADVERSE EFFECTS: None Recognized |   |
| <b>SECTION 13: WASTE DISPOSAL INFORMATION</b>   |  |   |
| WASTE DISPOSAL INFORMATION: Landfill disposal.  |  |   |
| <b>SECTION 14: TRANSPORTATION INFORMATION</b>   |  |   |
| HAZARDOUS/NON-HAZARDOUS MATERIAL: Not regulated by DOT.   |  |   |
| UN NUMBER: None.  | HAZARD CLASS: N/A                      | PACKING GROUP: N/A                        |
| UN PROPER SHIPPING NAME: N/A  |  |   |
| ENVIRONMENTAL HAZARDS: None recognized.   |  |   |
| BULK TRANSPORTATION INFORMATION: None.  |  |   |
| SPECIAL PRECAUTIONS: None.  |  |   |
| <b>SECTION 15: REGULATORY INFORMATION</b>   |  |   |
| OTHER REGULATORY CONSIDERATIONS: None recognized.   |  |   |
| <b>SECTION 16: OTHER INFORMATION</b>  |  |   |
| PREPARATION DATE:   | 12/5/2018                              |   |
| PREPARED BY:  | Dave Carey                             |   |

*The information contained herein is based on the data available to us and is believed to be correct. However, we make no warranty, expressed or implied regarding the accuracy of this data or the results to be obtained from the use thereof. We assume no responsibility for injury from the use of this product described herein.*



500 West Big Beaver  
 Troy, MI 48084  
 troymi.gov

# CITY COUNCIL AGENDA ITEM

Date: March 11, 2024

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager  
 Megan E. Schubert, Assistant City Manager  
 Dee Ann Irby, Controller  
 Kurt Bovensiep, Public Works Director  
 Mike Verstraete, Streets and Drains Operations Manager  
 Nick Herzek, Project Manager  
 Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – 2024 Joint and Crack Seal Program

**History**

- Each year major and local roads are selected for joint and crack sealing based in part on current PASER (Pavement Surface Evaluation and Rating) ratings, pavement age, number of years since joints were sealed last and number of years since the last asphalt overlay or slab replacements.
- The Streets and Drains Division is responsible for maintaining 121 miles of asphalt roads and 222 miles of concrete roads within the City. The method of sealing cracks & joints will prolong the lifespan and preserve our asphalt roads.
- The local roads selected for joint sealing are located in Sections 4, 13, 15, 16, 18 & 19. The Major roads will be Square lake, Wattles and Coolidge.
- Work is scheduled to begin this Spring (2024) and be completed by June 30, 2024.

**Purchasing**

- On February 29, 2024 a bid opening was conducted as required by the City Charter and Code for the 2024 Joint and Crack Seal Program
- The bid was posted on the MITN Purchasing Group website; [www.bidnetdirect.com//city-of-troy-mi](http://www.bidnetdirect.com//city-of-troy-mi).
- Six hundred and eleven (611) vendors were notified via the MITN Purchasing Group website. Three (3) bids were received. Below is a detailed summary of potential vendors for the bid opportunity.

|  |     |
|--|-----|
| <b>Companies notified via MITN</b>         | 611 |
| Troy Companies notified via MITN           | 11  |
| Troy Companies - Active email Notification | 11  |
| Troy Companies - Active Free               | 0   |
| <b>Companies that viewed the bid</b>       | 26  |
| Troy Companies that viewed the bid         | 2   |

*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 bid responses were reviewed and *Scodeller Construction Inc. of Wixom, MI* is the low bidder meeting bid specifications and is being recommended for award.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### **Financial**

Funds are budgeted and available in the Public Works Operating Budgets for Local and Major Streets for the 2024 fiscal year. Expenditures will be charged to account numbers 203.449.482.802.125 for Local Roads and 202.449.464.802.125 for Major Roads.

### **Recommendation**

City Management recommends awarding a contract to the low bidder meeting specifications *Scodeller Construction Inc. of Wixom, MI* for the 2024 Joint and Crack Seal Program, at unit prices contained in the bid tabulation, opened February 29, 2024, for an estimated not to exceed project total amount of \$160,000.

Opening Date: 02/29/2024  
 Date Reviewed: 02/29/2024

CITY OF TROY  
 BID TABULATION  
 2024 JOINT AND CRACK SEAL PROGRAM

ITB-COT 24-04  
 Page 1 of 1

|               |                              |                           |                              |
|---------------|------------------------------|---------------------------|------------------------------|
| VENDOR NAME:  | Scodeller Construction, Inc. | SJR Pavement Repair, Inc. | Michigan Joint Sealing, Inc. |
| CITY:         | Wixom, MI                    | Warren, MI                | Farmington Hills, MI         |
| CHECK AMOUNT: | \$5,000.00                   | \$5,000.00                | \$5,000.00                   |
| CHECK #:      | 38567925                     | 2612143                   | 957286                       |

**2024 JOINT & CRACK SEAL PROGRAM**

| Line                     | Description                         | Quantity | Units    | Unit Price | Total Cost          | Unit Price | Total Cost          | Unit Price | Total Cost          |
|--------------------------|-------------------------------------|----------|----------|------------|---------------------|------------|---------------------|------------|---------------------|
| 1                        | Mobilization, Max \$5,000           | 1        | Lump Sum | \$5,000.00 | \$5,000.00          | \$0.00     | \$0.00              | \$5,000.00 | \$5,000.00          |
| 2                        | Joint & Crack Sealing – Major Roads | 60,000   | Ft       | \$1.04     | \$62,400.00         | \$1.22     | \$73,200.00         | \$1.31     | \$78,600.00         |
| 3                        | Joint & Crack Sealing – Local Roads | 100,000  | Ft       | \$0.95     | \$95,000.00         | \$0.99     | \$99,000.00         | \$1.28     | \$128,000.00        |
| 4                        | Maintaining Traffic                 | 1        | Lump Sum | \$5,000.00 | \$5,000.00          | \$0.00     | \$0.00              | \$5,000.00 | \$5,000.00          |
| <b>TOTAL BID AMOUNT:</b> |                                     |          |          |            | <b>\$167,400.00</b> |            | <b>\$172,200.00</b> |            | <b>\$216,600.00</b> |

|                       |        |   |   |   |
|-----------------------|--------|---|---|---|
| REFERENCES:           | Y or N | Y | Y | Y |
| INSURANCE:            |        | Y | Y | Y |
| EXCEPTIONS:           |        |   |   |   |
| ACKNOWLEDGEMENT:      | Y or N | Y | Y | Y |
| VENDOR QUESTIONNAIRE: | Y or N | Y | Y | Y |
| FORMS:                | Y or N | Y | Y | Y |

*Low Bid Meeting Specifications*

Attest:  
 (\*Bid Opening conducted via a Zoom Meeting)  
 Nick Herzek  
 Nellie Bert  
 Beth Zaccardelli

Emily Frontera  
 Purchasing Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/01/2024

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<br>Acisure LLC<br>2213 E. Grand River Ave.<br>Lansing, MI 48912 USA        | 517-482-2211 | CONTACT NAME: Kathy Satterlee<br>PHONE (A/C, No, Ext): 517-319-5129<br>E-MAIL ADDRESS: kathys@lymansheets.com | FAX (A/C, No): |
| INSURED<br>Scodeller Construction, Inc.<br>51722 Grand River<br>Wixom, MI 48393 USA |              | INSURER(S) AFFORDING COVERAGE   | NAIC #         |
|   |              | INSURER A: OLD REPUBLIC INS CO  | 24147          |
|   |              | INSURER B: CINCINNATI INS CO  | 10677          |
|   |              | INSURER C:  |                |
|   |              | INSURER D:  |                |
|   |              | INSURER E:  |                |
|   |              | INSURER F:  |                |

**COVERAGES**

CERTIFICATE NUMBER: 750427378

REVISION NUMBER:

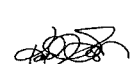
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> XCU/Contractual Liab<br><input checked="" type="checkbox"/> Waiver of Subrogation<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | X         | X        | MWZY 312353   | 03/01/24                | 03/01/25                | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  | X         | X        | MWTB 312352   | 03/01/24                | 03/01/25                | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| B        | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ none   | X         | X        | BXS 0011266   | 03/01/24                | 03/01/25                | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000<br>\$  |
| A        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br><input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | X        | MWC 312354    | 03/01/24                | 03/01/25                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                       |

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

The City of Troy 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.

**CERTIFICATE HOLDER****CANCELLATION**

|  |  |
|--|--|
| City of Troy<br>500 West Big Beaver<br>Troy, MI 48084<br>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.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|

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**POLICYHOLDER SERVICE OFFICE:**

445 South Moorland Road  
Brookfield, Wisconsin 53005  
(877) 797-3400

Named Insured: Scodeller Construction Inc

Policy Number: MWZY 312353 24

Policy Term: 03/01/24 - 03/01/25

**POLICYHOLDER NOTICE INDEX**

**NOTICES NOT MADE A PART OF THIS POLICY AT TIME OF ISSUANCE:**

| <u>Form Number</u>    | <u>Description</u>   |
|-----------------------|--|
| ORRM 2114 01 23       | POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE                 |
| IL PH KY 0027 (04/17) | KY PREMIUM SURCHARGE   |
| IL PH MI 0029 (04/17) | MI COMMERCIAL FILING EXEMPTION NOTICE  |
| GL PH TX 0127 (04/17) | IMPORTANT NOTICE TO POLICYHOLDERS SILICA OR SILICA-RELATED DUST EXCLUSION (TX) |
| IL PH TX 0035 (05/20) | TX CONSUMER NOTICE   |

**ORRM 2032 01 16**



# OLD REPUBLIC INSURANCE COMPANY

## FORMS INDEX

### FORMS MADE A PART OF THIS POLICY AT TIME OF ISSUANCE:

| <u>Form Number</u>   | <u>Description</u>  |
|----------------------|---|
| J-01 (11/21)         | COMMERCIAL GENERAL LIABILITY (OCCURRENCE) INSURANCE POLICY JACKET |
| CG DEC GN 0000 05 21 | COMMERCIAL GENERAL LIABILITY DECLARATIONS (OCCURRENCE)            |
| ORRM 2008 01 16      | FORMS INDEX   |
| ORRM 2009            | SCHEDULE OF NAMED INSUREDS  |
| PIL 042 01 16        | BROAD FORM NAMED INSURED  |
| CG QR GN 0000 12 07  | QUICK REFERENCE COMMERCIAL GENERAL LIABILITY COVERAGE PART        |
| GL 572 018 0319      | COMPOSITE RATE ENDORSEMENT - COMPREHENSIVE GENERAL LIABILITY      |
| IL 00 17 11 98       | COMMON POLICY CONDITIONS  |
| PIL 008 12 03        | ECONOMIC AND TRADE SANCTIONS CONDITION                            |
| CG 00 01 04 13       | COMMERCIAL GENERAL LIABILITY COVERAGE FORM                        |
| PGL 009 11 03        | BODILY INJURY DEFINITION CHANGES                                  |
| PGL 021 11 03        | KNOWLEDGE AND NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT        |
| PGL 046 11 03        | WATERCRAFT COVERAGE EXTENSION                                     |
| PGL 096 02 08        | ELEVATOR COLLISION ENDORSEMENT                                    |
| PGL 205 11 14        | FELLOW EMPLOYEE COVERAGE  |
| PGL 206 01 18        | INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE                 |
| PGL 233 01 16        | EXPECTED OR INTENDED INJURY CHANGES                               |
| PIL 028 05 10        | DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US         |
| PIL 029 10 10        | NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS                     |

### **ORRM 2008 01 16**

# OLD REPUBLIC INSURANCE COMPANY

## FORMS INDEX

### FORMS MADE A PART OF THIS POLICY AT TIME OF ISSUANCE:

| <u>Form Number</u> | <u>Description</u>  |
|--------------------|---|
| PIL 046 01 16      | UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS   |
| GL 572 011 0319    | ADDITIONAL INSUREDS - ATHLETIC PARTICIPANTS   |
| CG 20 10 12 19     | ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION  |
| CG 20 28 12 19     | ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT   |
| CG 20 37 12 19     | ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS  |
| CG 20 44 12 19     | ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS WHEN REQUIRED IN AGREEMENT  |
| CG 04 73 11 20     | MI CHANGES - EMPLOYEE BENEFITS LIABILITY COVERAGE   |
| CG 02 24 10 93     | EARLIER NOTICE OF CANCELLATION PROVIDED BY US   |
| CG 04 37 05 14     | ELECTRONIC DATA LIABILITY   |
| CG 20 01 12 19     | PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION   |
| CG 21 65 12 04     | TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION |
| CG 21 70 01 15     | CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM  |
| CG 24 13 04 13     | AMENDMENT OF PERSONAL AND ADVERTISING INJURY DEFINITION   |
| CG 24 17 10 01     | CONTRACTUAL LIABILITY - RAILROADS   |
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**ORRM 2008 01 16**

# OLD REPUBLIC INSURANCE COMPANY

## FORMS INDEX

### FORMS MADE A PART OF THIS POLICY AT TIME OF ISSUANCE:

| <u>Form Number</u> | <u>Description</u>  |
|--------------------|---|
| CG 01 34 08 03     | MO CHANGES - POLLUTION EXCLUSION ENDORSEMENT  |
| PGL 003 11 03      | ASBESTOS EXCLUSION ENDORSEMENT  |
| PGL 025 11 03      | LEAD EXCLUSION ENDORSEMENT  |
| CG 21 41 12 19     | EXCLUSION - INTERCOMPANY PRODUCTS SUITS   |
| CG 21 47 12 07     | EMPLOYMENT-RELATED PRACTICES EXCLUSION  |
| CG 21 54 12 19     | EXCLUSION - DESIGNATED OPERATIONS COVERED BY A CONTROLLED (WRAP-UP) INSURANCE PROGRAM |
| CG 21 67 12 04     | FUNGI OR BACTERIA EXCLUSION   |
| CG 21 96 03 05     | SILICA OR SILICA-RELATED DUST EXCLUSION   |
| IL 00 21 09 08     | NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT  |

**ORRM 2008 01 16**

## **IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS**

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s)   | Location(s) Of Covered Operations |
|--|-----------------------------------|
| All persons or organizations when required by written contract or agreement                            | All Locations                     |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                                   |

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

## **ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

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

All persons or organizations when required by written contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s)   | Location And Description Of Completed Operations |
|--|--|
| All persons or organizations when required by written contract or agreement                            | All completed operations                         |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |  |

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

However:

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

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

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

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS WHEN REQUIRED IN AGREEMENT

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 any "vendor", but only with respect to liability for "bodily injury" or "property damage" arising out of "your product" which is distributed or sold in the regular course of the "vendor's" business.
- However, the insurance afforded to such "vendor":
1. Only applies to the extent permitted by law; and
  2. Will not be broader than that which you are required by the contract or agreement to provide for such "vendor".
- B. With respect to the insurance afforded to any "vendor", the following additional exclusions apply:
1. The insurance afforded the "vendor" does not apply to:
    - a. "Bodily injury" or "property damage" for which the "vendor" is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the "vendor" would have in the absence of the contract or agreement;
    - b. Any express warranty unauthorized by you;
    - c. Any physical or chemical change in the product made intentionally by the "vendor";
    - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - e. Any failure to make such inspections, adjustments, tests or servicing as the "vendor" has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the "vendor's" premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the "vendor"; or
  - h. "Bodily injury" or "property damage" arising out of the sole negligence of the "vendor" for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (1) The exceptions contained in Subparagraphs d. or f.; or
    - (2) Such inspections, adjustments, tests or servicing as the "vendor" has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- C. With respect to the insurance afforded to these "vendors", the following is added to **Section III – Limits Of Insurance:**
- The most we will pay on behalf of the "vendor" 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.

**D.** The following definition is added to the **Definitions** section:

"Vendor" means any person or organization who distributes or sells "your product" in the regular course of its business when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 02 24 10 93

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

## **EARLIER NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

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

### **SCHEDULE**

**Number of Days' Notice** 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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:

COMMERCIAL GENERAL LIABILITY  
CG 24 17 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

| Scheduled Railroad: | Designated Job Site:   |
|---------------------|--|
| Any railroad        | All projects of the named insured where required by written contract |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

**9. "Insured Contract" means:**

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –  
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

**SCHEDULE**

**Number of Days' Notice** 10 (For non-payment of premium)

**Number of Days' Notice** 60 (For any other reason, other than  
nonpayment of premium)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The number of days required for notice of Cancellation, as provided in the Cancellation policy Condition or as amended by an applicable state endorsement, is increased to the number of days shown in the Schedule.

## **IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US**

#### **SCHEDULE**

**Number of Days Notice of Cancellation:** 30

**Person or Organization:**

When required by written contact

**Address:**

#### **Provisions**

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

PIL 028 05 10



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

B. The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

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

**COVERAGE FOR CERTAIN OPERATIONS  
IN CONNECTION WITH RAILROADS**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|  |
|--|
| <p><b>Named Insured:</b> Scodeller Construction Inc</p> <p><b>Endorsement Effective Date:</b> 03/01/24</p> |
|--|

**SCHEDULE**

| <b>Scheduled Railroad</b>         | <b>Designated Job Site</b> |
|-----------------------------------|----------------------------|
| When required by written contract |                            |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –  
AUTOMATIC WHEN REQUIRED BY WRITTEN  
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contract or agreement with such person(s) or organization(s); and
- B. Prior to the "accident" or the "loss."

# OLD REPUBLIC INSURANCE COMPANY

## WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

### EARLIER NOTICE OF CANCELTION OR NONRENEWAL PROVIDED BY US

#### SCHEDULE

| <u>Number of Days' Notice<br/>of Cancellation Non-<br/>payment of Premium</u> | <u>Number of Days' Notice of<br/>Cancellation Reasons Other Than<br/>Non-payment of Premium or<br/>Nonrenewal</u> | <u>State(s)<br/>Applicable</u> |
|---|---|--------------------------------|
| 10  | 60  | SEE ITEM<br>3.A.               |
| <u>Number of Days' Notice of Nonrenewal</u>                                   |   | <u>State(s) Applicable</u>     |

- A.** For any statutorily permitted reason for cancellation, the number of days required for notice of cancellation, as provided in the Cancellation Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule.
- B.** For any statutorily permitted nonrenewal, the number of days required for notice of nonrenewal as amended by an applicable state endorsement is increased to the number of days shown in the Schedule.

POLICY NUMBER: MWC 312354 24

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**AS REQUIRED BY WRITTEN CONTRACT, TO THE EXTENT ALLOWABLE BY  
LAW.**

**THIS FORM IS NOT APPLICABLE IN: KY, TX**

DATE OF ISSUE: 03-21-24

# OLD REPUBLIC INSURANCE COMPANY

## WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

### NOTICE OF CANCELATION TO CERTIFICATE HOLDERS ENDORSEMENT

This endorsement modifies the notice of cancelation of insurance provided hereunder by adding the following:

- A. In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancelation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancelation. Notice of cancelation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B. This advance written notification of a cancelation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancelation date, nor negate cancelation of the policy.

All other terms and conditions of this policy remain unchanged.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
Name of person or organization

(X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
ALL TEXAS OPERATIONS

3. Premium:
The premium charge for this endorsement shall be 0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03-01-2024 Policy No. MWC 312354 24

Endorsement No.

Insured SCODELLER CONSTRUCTION INC

Premium \$ INCL.

Insurance Company OLD REPUBLIC INSURANCE COMPANY

Countersigned By

Handwritten signature: Amy R. Smiddy

# OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

## DESIGNATED ENTITY - NOTICE OF CANCELTION PROVIDED BY US ENDORSEMENT

### SCHEDULE

Number of Days Notice of Cancellation: 30

Person or Organization:

When required by written contract

Address:

### Provisions

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