

CITY COUNCIL MINUTES

May 20, 2024

Standard Purchasing Resolution 2: Low Bidder Meeting Specification - Topsoil

Resolution #2024-05-074-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a contract for two (2) year requirements of topsoil with an option to renew for one (1) additional year to the low bidder meeting specifications; *J & H Transportation, Inc. of Sterling Heights, MI*, for an estimated total cost of \$30,500 at the unit prices contained in the bid tabulation opened May 7, 2024, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with the contract expiring June 30, 2027.

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

PURCHASE ORDER

No. 2025-00000026
 DATE: 07/10/2024
 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

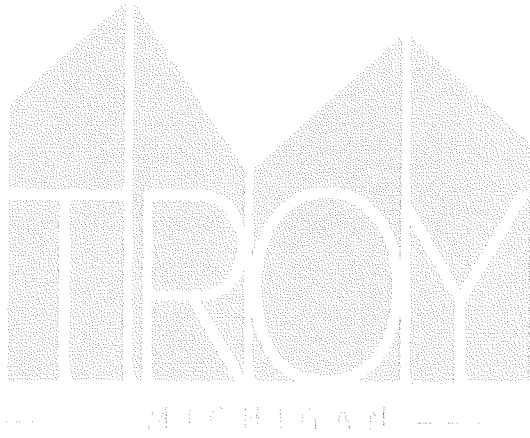
VENDOR NO. 113286

Vendor
 J & H TRANSPORTATION
 37580 MOUND
 STERLING HEIGHTS, MI 48310

EXPIRATION DATE
 06/30/2025
COUNCIL RESOLUTION
 2024-05-074-J-4a
INSTRUCTIONS
 Return to Department

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1,000	Ton	1 Year Requirement of Topsoil	14.7500	\$14,750.00



Entered By: Nellie Bert

\$14,750.00

Special Instructions:

CITY COUNCIL AWARD DATE: 5-20-2024. Contract for Topsoil in accordance with the specifications and completion date of ITB-COT 24-07. CERTIFICATE OF INSURANCE and ENDORSEMENTS shall be on file through contract completion.

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.

Nellie Bert

Opening Date - 05/07/2024
 Date Reviewed - 05/09/2024

CITY OF TROY
 BID TABULATION
 TOPSOIL

ITB-COT 24-07
 Page 1 of 1

VENDOR NAME:		Osburn Industries, Inc.	J & H Transportation, Inc	SiteOne Landscape Supply	
CITY:		Taylor, MI	Sterling Heights, MI	Cleveland, OH	
PROPOSAL: FURNISH TWO (2) YEAR REQUIREMENTS OF TOPSOIL WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR.					
Est Qty	Description	Delivered	UNIT PRICE/TON	UNIT PRICE/YARD	UNIT PRICE/TONS
1,000	TOPSOIL	2024/2025	\$21.00	\$14.75	\$99.98
1,000	TOPSOIL	2025/2026	\$22.50	\$15.75	\$99.98
ESTIMATED GRAND TOTAL:			\$43,500.00	\$30,500.00	\$199,962.00
DELIVERY: Minimum Shipment:		50/Tons	50/Yrds	40/Yrds	
Hours of Phone Release		48 Hrs.	24 Hrs	24 Hrs	
CONTACT INFORMATION:					
Hours of Operation		8 A.M. - 4 P.M.	7:30 A.M. - 5:30 P.M.	M-F 7 A.M. - 4 P.M.	
Phone Number		313-292-4140 ex 102	248-804-1885 586- 939-1024	586-588-9704 216-706-9250	
REFERENCES:	Y or N	Y	Y	Y	
INSURANCE MET:	Y or N	Y	Y	Y	
PAYMENT TERMS:		NET 30	NET 30	0% NET 30 days	
WARRANTY:		Not specified	Not specified	N/A	
EXCEPTIONS:		None	None	None	
ACKNOWLEDGEMENT:	Y or N	Y	Y	Y	
FORMS:	Y or N	Y	Y	Y	

ATTEST:

(*Bid Opening conducted via a Zoom Meeting)

Andrew Chambliss
Nellie Bert
Mike Verstraete
Heather Chomiak

 Emily Frontera
 Purchasing Manager



CITY OF TROY
BID PROPOSAL

ITB-COT 24-07
Page 1 of 5

The undersigned proposes to furnish **TWO (2) YEAR REQUIREMENTS OF TOPSOIL WITH AN OPTION TO RENEW FOR ONE ADDITIONAL YEAR**, in accordance with the attached specifications to be considered an integral part of the proposal at the following price:

COMPANY NAME: J & H Transportation, Inc.

PROPOSAL: TOPSOIL IN ACCORDANCE WITH SPECIFICATIONS

ESTIMATED QUANTITY: 1,000 TONS PER YEAR

2024/ 2025	\$ <u>14.75</u>	Per Ton Yard
2025/ 2026	\$ <u>15.75</u>	Per Ton Yard

ESTIMATED QUANTITIES:

Quantities stated are estimated in good faith but not guaranteed. They will be used for award purposes and are based on past usage. The City of Troy will not be penalized for buying more or less than the stated quantities

DELIVERY:

All topsoil will be F.O.B. delivered freight paid to DPW yard, 4693 Rochester Rd. and/or City job sites in accordance with specifications on an as needed basis.

MINIMUM SHIPMENT: 50 yards within 24 hours of a phone release.

Delivery will be on an "as needed basis". The supplier will deliver and unload the topsoil from his trucks to the City of Troy job sites.

DOWNPAYMENTS AND PREPAYMENTS:

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

AWARD:

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

ADDITIONAL INFORMATION:

For additional information or questions concerning this contract, please contact **MIKE VERSTRAETE**, at (248) 524-3501.

CONTACT INFORMATION:

Hours of operation: 7:30-5:30 Contact Phone No. 586-939-1024 office
248-804-1886 Tim Acton

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: WestHale Sod LLC
ADDRESS: 3675 Auburn Rd. CITY: Shelby Twp. ZIP: 48317
TELEPHONE: 586-731-3555 CONTACT: _____
EMAIL: _____

COMPANY: Greco Landscape
ADDRESS: 12219 E. 11 mile CITY: Warren ZIP: 48093
TELEPHONE: 586-759-1335 CONTACT: Brian
EMAIL: _____

COMPANY: City of Sterling Heights
ADDRESS: 7200 18 mile CITY: Sterling Hts. ZIP: 48314
TELEPHONE: 586-446-2455 CONTACT: Jim Nichols
EMAIL: _____

SUBCONTRACTORS:

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council.

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

LOCAL PREFERENCE:

If the bid of a local vendor, one who pays taxes to Troy, is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid, all other provisions being equal.

CONTRACT FORMS:

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

COMPANY NAME: J & H Transportation, Inc.

INSURANCE:

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

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

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

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

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

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

INSURANCE VERIFICATION:

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

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

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

COMPANY NAME: J & H Transportation Inc.

INSURANCE (CONTINUED)

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

ADDITIONAL INSURED:

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be **Additional Insureds**: The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

CANCELLATION NOTICE:

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy
Purchasing Manager
500 West Big Beaver
Troy, MI 48084

PROOF OF INSURANCE COVERAGE:

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

LETTER VERIFICATION:

The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. **The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder or the bidder will be considered non-responsive and the bid un-awardable.** This process will occur before presentation of the award recommendation to the Troy City Council.

FINAL INSURANCE CERTIFICATE SUBMISSION:

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) additional business days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

COMPANY NAME: J&H Transportation Inc.

SIGNATURE PAGE

PRICES: Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm for the entire contract period, which shall commence on date of award or July 1, 2024, and expire June 30, 2027. The contract may be renewed for one (1) additional year under the same prices, terms and conditions based upon mutual consent of both parties within 90 days of contract termination. 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: Jennifer J. Klieman

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 addenda as issued.

TAX ID: 38-3054382

COMPANY NAME: J & H Transportation Inc.

ADDRESS: 37580 Mound Road

CITY: Sterling Heights STATE: MI ZIP: 48310

TELEPHONE #: 586-939-1024 FAX #: 586-939-1808

REPRESENTATIVE'S NAME: Tim Acton Jennifer J. Wiegand Klieman

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Jennifer J. Klieman
(Print)

PAYMENT TERMS Net 30 WARRANTY: _____

E-MAIL: Tim@jhwiegands.com DELIVERY: _____
Jen@jhwiegands.com

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

ACKNOWLEDGEMENT:
I, Jennifer J. Klieman
Timothy Acton, 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 Jennifer J. Klieman

IMPORTANT: All City of Troy purchases require a MATERIAL SAFETY DATA SHEETS, where applicable, in compliance with the MIOSHA "Right to Know" Law.

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

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



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 Jennifer J. Wiegand-Klieman, bearing the office title of owner, whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
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AN **INDIVIDUAL**, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

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CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Jennifer J. Wiegand-Kliveman, being duly sworn deposed, says that he/she
(Print Full Name)

is owner. 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.

Jennifer J. Wiegand-Kliveman
SIGNATURE OF PERSON SUBMITTING BID

Lesley B. Pettinato
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 30th day of April, 2024
in and for Macomb County.

My commission expires:

Lesley B. Pettinato

Notary Public State of Michigan County of Macomb

My Commission Expires July 28th, 2028

Acting in County of _____



**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.

J & H Transportation Inc.
Name of Agency/Company/Firm (Please Print)

Jennifer J. Wiegand-Klieman - owner
Name and title of authorized representative (Please Print)

Jennifer J. Wiegand-Klieman
Signature of authorized representative

04-30-2024
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	J&H Transportation Inc.
Street Address	37580 Mound Rd.
City	Sterling Hts.
State, Zip	MI, 48310
Corporate I.D. Number/State	
Taxpayer I.D. #	38-3054382

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:

Jennifer J. Wiegand-Klueman

Witness Signature:

Printed Name of Witness:

Lesley Pettinato



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

The undersigned, the owner or authorized officer of J&H Transportation 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 J&H Transportation, Inc.

_____ and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

BIDDER:

J&H Transportation Inc.

By: [Signature]
Its: owner

STATE OF MICHIGAN

)ss.

COUNTY OF Macomb

Lesley B. Pettinato

Notary Public State of Michigan County of Macomb

My Commission Expires July 28th, 2028

This instrument was acknowledged before me on the 30th day of April, 2024, by

Acting in County of Macomb

[Signature]



500 West Big Beaver
 Troy, MI 48084
 troymi.gov

CITY COUNCIL AGENDA ITEM

Date: May 14, 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 Bovensiepe, Public Works Director
 Mike Verstraete, Streets & Drains Operations Manager
 Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Low Bidder meeting Specification – Topsoil

History

- Topsoil is used by the Department of Public Works for a variety of projects and situations such as tree maintenance, property restoration, storm sewer repairs, snowplow damage and/or City water and sewer infrastructure repairs.
- Topsoil is purchased on an as needed basis throughout the year and stocked piled at the Public Works yard.
- Over the last three (3) years of the current contract, the City has spent \$21,772.50 on topsoil.
- The current contract expires June 30, 2024

Purchasing

- On May 9, 2024, a bid opening was conducted as required by City Charter/Code for two (2) year requirements of topsoil with an option to renew for one (1) additional year.
- The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com/city-of-troy-mi.
- Three hundred and ninety-nine (399) vendors were notified via the MITN website; three (3) bid responses were received. Below is a detailed summary of potential vendors for this bid.

Companies notified via MITN	399	<p><i>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.</i></p> <p>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.</p> <p>Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City.</p> <p>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.</p>
Troy Companies notified via MITN	3	
Troy Companies - Active email Notification	3	
Troy Companies - Active Free	0	
Companies that viewed the bid	19	
Troy Companies that viewed the bid	0	

- The bid proposal for J&H Transportation, Inc. was submitted in cubic yards. The weight of topsoil can vary greatly due to moisture content; in the dryness of the summer, the weight of a cubic yard of topsoil can drop down to below a ton, while in the spring when topsoil is damper, one cubic yard can weigh over a ton. For purposes of this bid, we are recognizing one cubic yard to be equivalent of one ton.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- Quantities are estimated and to be purchased on an as needed basis at unit prices as listed in the attached bid tab.

Financial

Topsoil is stocked and available on as needed basis for the Public Works Division. Inventoried topsoil is initially charged to an inventory account 101.109.109. As projects arise and topsoil is required, the cost of topsoil is charged to the appropriate division's operating expenses.

Funds are available through the Public Works operating budgets for Streets, Parks, and Water Divisions; as required and as needed.

Recommendation

City Management recommends awarding a two (2) year contract to provide topsoil on as needed basis with an option to renew for one (1) additional year to the low bidder meeting specifications; *J & H Transportation, Inc. of Sterling Heights, MI* for an estimated total cost of \$30,500 at the unit prices contained in the bid tabulation opened May 7, 2024.

Opening Date - 05/07/2024
 Date Reviewed - 05/09/2024

CITY OF TROY
 BID TABULATION
 TOPSOIL

ITB-COT 24-07
 Page 1 of 1

VENDOR NAME:	Osburn Industries, Inc.	J & H Transportation, Inc	SiteOne Landscape Supply
CITY:	Taylor, MI	Sterling Heights, MI	Cleveland, OH

PROPOSAL: FURNISH TWO (2) YEAR REQUIREMENTS OF TOPSOIL WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR.

Est Qty	Description	Delivered	UNIT PRICE/TON	UNIT PRICE/YARD	UNIT PRICE/TONS
1,000	TOPSOIL	2024/2025	\$21.00	\$14.75	\$99.98
1,000	TOPSOIL	2025/2026	\$22.50	\$15.75	\$99.98
ESTIMATED GRAND TOTAL:			\$43,500.00	\$30,500.00	\$199,962.00

DELIVERY: Minimum Shipment:		50/Tons	50/Yrds	40/Yrds
Hours of Phone Release		48 Hrs.	24 Hrs	24 Hrs
CONTACT INFORMATION:				
Hours of Operation		8 A.M. - 4 P.M.	7:30 A.M. - 5:30 P.M.	M-F 7 A.M. - 4 P.M.
Phone Number		313-292-4140 ex 102	248-804-1885 586- 939-1024	586-588-9704 216-706-9250
REFERENCES:	Y or N	Y	Y	Y
INSURANCE MET:	Y or N	Y	Y	Y
PAYMENT TERMS:		NET 30	NET 30	0% NET 30 days
WARRANTY:		Not specified	Not specified	N/A
EXCEPTIONS:		None	None	None
ACKNOWLEDGEMENT:	Y or N	Y	Y	Y
FORMS:	Y or N	Y	Y	Y

Low bidder meeting specifications

ATTEST:

(*Bid Opening conducted via a Zoom Meeting)

Andrew Chambliss
 Nellie Bert
 Mike Verstraete
 Heather Chomiak

Emily Frontera
 Purchasing Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/30/2024

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

PRODUCER VTC Insurance Group Troy Office 1175 W. Long Lake Ste. 200 Troy MI 48098-4960		CONTACT NAME: Kathleen Wasen PHONE (A/C No, Ext): (248) 828-3377 E-MAIL ADDRESS: kwasen@vtcins.com FAX (A/C, No): (248) 828-3741	
INSURED J & H Transportation, Inc. 37580 Mound Rd Sterling Heights MI 48310-4122		INSURER(S) AFFORDING COVERAGE INSURER A: SECURA Insurance, A Mutual Company INSURER B: Gemini Insurance Company INSURER C: Crum & Forster Specialty Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC #	
		22543	
		10833	
		44520	

COVERAGES

CERTIFICATE NUMBER: 23-24 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CP3247971	12/31/2023	12/31/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		A3232635	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Uninsured motorist BI-single limit	\$ 1,000,000
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			GSV500142501	12/31/2023	12/31/2024	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C	Excess Liab (\$2M XS \$4M)			SE0127642	12/31/2023	12/31/2024	Limit	\$2,000,000

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

Project: Topsoil. Where required by written contract, City of Troy is add'l insured for General Liability (GL) as respects ongoing & completed operations on a primary & non-contributory basis and add'l insured with respects to Automobile liability. Insurer will endeavor to mail 30 days written notice of cancellation to the Additional Insured for General Liability & Automobile.

CERTIFICATE HOLDER

(248) 619-7608 Jackie.Ahlstrom@troy.mi.gov

City of Troy
Purchasing Manager
500 West Big Beaver
Troy, MI 48084

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Alan Chandler/KJW

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ADDITIONAL COVERAGES

Ref #	Description PIP-Basic	Coverage Code PIP	Form No.	Edition Date	
Limit 1 Unlimited	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Underinsured motorist BI single limit	Coverage Code UNDSG	Form No.	Edition Date	
Limit 1 Included	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED WRAP

This Endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

A. Additional Insured When Required By Written Agreement

1. Operations Performed For An Additional Insured

WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in a written agreement prior to a loss, that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this provision ends at the earlier of when your operations for that additional insured are completed; or the end of the policy period.

2. Limitations

The Operations Performed For An Additional Insured coverage is limited as follows:

- a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. 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. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
- d. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

B. Additional Insured When Required By Written Agreement – Completed Operations

1. Additional Insured – Completed Operations

WHO IS AN INSURED is amended to include as an additional insured any person or organization, when you and such person or organization have agreed in a written agreement prior to a loss, that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

2. Limitations

The Additional Insured - Completed Operations coverage is limited as follows:

- a. This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. A person or organization's status as an insured under Additional Insured - Completed Operations continues only until the earlier of the end of the policy period; or the period of time required by the written agreement. If no time period is required by the written agreement, a person or organization's status as an additional insured under this endorsement will not apply beyond the lesser of the end of the policy period; or five years from the completion of "your work" on the project which is the subject of the written agreement.
- c. The insurance as provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.
- d. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
- e. The coverage provided to the additional insured by this endorsement and by paragraph f. of the definition of "insured contract" under DEFINITIONS do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written agreement.
- f. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

C. Primary And Noncontributory

As respects the coverage provided under this endorsement, the Other Insurance Condition is amended as follows:

The paragraph regarding Excess Insurance is deleted and replaced with the following:

Excess Insurance

This insurance is excess over any other insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written agreement described in A. and B. above specifically requires that this insurance be either primary or primary and noncontributory. Then this insurance is primary and not contributing with any insurance available to the additional insured which covers that person or organization as a named insured.

D. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

As respects the coverage provided under this endorsement, the Transfer Of Rights Of Recovery Against Others To Us Condition is amended by adding the following:

We waive any right to recover all or part of any payment we have made under this Coverage Part arising out of your ongoing operations or "your work" done under a written agreement requiring such waiver with that person or organization. However, our rights may only be waived prior to the "occurrence" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

E. Amendment – Aggregate Limits Of Insurance (Per Project)

Under LIMITS OF INSURANCE shown on the Declarations, the General Aggregate Limit applies separately to each of your projects away from the premises owned by you or rented to you. This extension does not apply to the "products-completed operations hazard".

F. Additional Condition

The following condition is added:

Additional Insured Duty To Notify

The additional insured described in A. or B. above must give written notice of loss, including a demand for defense and indemnity, to any other insurer having coverage for the loss under its policies. Such notice must demand full coverage available and the additional insured shall not waive or limit such other available coverage.

This additional condition does not apply to the insurance available to the additional insured which covers that person or organization as a named insured.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

EXTENDED AUTOMATIC ADDITIONAL INSURED

This Endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

A. Additional Insured When Required By Written Agreement

1. Operations Performed For An Extended Additional Insured

WHO IS AN INSURED is amended to include as an additional insured any person or organization who is not a signatory to, but is shown within a written agreement you executed prior to a loss, that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for which the written agreement applies.

A person's or organization's status as an additional insured under this provision ends at the earlier of when your operations for which the written agreement applies are completed; or the end of the policy period.

2. Limitations

The Operations Performed For An Extended Additional Insured coverage is limited as follows:

- a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. 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. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
- d. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

B. Additional Insured When Required By Written Agreement – Completed Operations

1. Extended Additional Insured – Completed Operations

WHO IS AN INSURED is amended to include as an additional insured any person or organization who is not a signatory to, but is shown within a written agreement you executed prior to a loss, that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for which the written agreement applies and included in the "products-completed operations hazard".

2. Limitations

The Extended Additional Insured - Completed Operations coverage is limited as follows:

- a. This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. A person or organization's status as an insured under Additional Insured - Completed Operations continues only until the earlier of the end of the policy period; or the period of time required by the written agreement. If no time period is required by the written agreement, a person or organization's status as an additional insured under this endorsement will not apply beyond five years from the completion of "your work" on the project which is the subject of the written agreement.
- c. The insurance as provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.
- d. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
- e. The coverage provided to the additional insured by this endorsement and by paragraph f. of the definition of "insured contract" under DEFINITIONS do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written agreement.
- f. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

C. Primary And Noncontributory

As respects the coverage provided under this endorsement, the Other Insurance Condition is amended as follows:

The paragraph regarding Excess Insurance is deleted and replaced with the following:

Excess Insurance

This insurance is excess over any other insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written agreement described in A. and B., above specifically requires that this insurance be either primary or primary and noncontributory. Then this insurance is primary and not contributing with any insurance available to the additional insured which covers that person or organization as a named insured.

D. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

As respects the coverage provided under this endorsement, the Transfer Of Rights Of Recovery Against Others To Us Condition is amended by adding the following:

We waive any right to recover all or part of any payment we have made under this Coverage Part arising out of your ongoing operations or "your work" done under a written agreement requiring such waiver for an additional insured described in A. or B. above. However, our rights may only be waived prior to the "occurrence" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

E. Additional Condition

The following condition is added:

Additional Insured Duty To Notify

The additional insured described in A. or B. above must give written notice of loss, including a demand for defense and indemnity, to any other insurer having coverage for the loss under its policies. Such notice must demand full coverage available and the additional insured shall not waive or limit such other available coverage.

This additional condition does not apply to the insurance available to the additional insured which covers that person or organization as a named insured.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

