

CITY COUNCIL MINUTES-Draft

April 24, 2017

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Parking Lot Maintenance Program – Flynn Park and Budget Amendment**

Resolution #2017-04-070-J-4a

RESOLVED, That Troy City Council hereby **APPROVES** a contract to complete asphalt resurfacing at Flynn Park to the low bidder meeting specifications; *Asphalt Specialists, Inc. of Pontiac, MI*, for an estimated total cost of \$405,361.29, which includes a 10% contingency cost to the base bid of \$368,510.26; not to exceed budgetary limitations; at the unit prices contained in the bid tabulation opened April 13, 2017, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** City Management to transfer from the General Fund to the Capital Projects in the amount of \$55,361.29 along with the associated expenditure to the Capital Projects Fund for Flynn Park asphalt resurfacing.

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

PO# 2017-839

PURCHASE ORDER

No. 2017-00000839

DATE: 04/27/2017

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
2017-04-070-J4a

VENDOR NO. 123014

Vendor

ASPHALT SPECIALISTS INC
1780 HIGHWOOD E
PONTIAC, MI 48340-1237

| QUANTITY | UNIT | DESCRIPTION | UNIT COST | TOTAL COST |
|----------|----------|---|--------------|--------------|
| 1 | Lump Sum | Parking Lot Maintenance Complete the City of Troy PARKING LOT MAINTENANCE PROGRAM in accordance with the specifications and pricing as per ITB-COT17-16 at FLYNN PARK located at 1710 E. South Boulevard. ***** Contact Kurt Bovensiep, Public Works Director to schedule and coordinate work. 248524 3489. | 368,510.2600 | \$368,510.26 |

Entered By: MaryBeth Murz

\$368,510.26

Special Instructions:

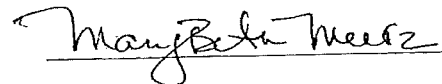
Certificate of Insurance and Endorsement and all Bonds as specified in ITB-COT 17-16 shall be on file for duration of project.
City Council Award Date: 4/24/2017.

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.





500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: April 19, 2017

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager
Tom Darling, Finance Director
Kurt Bovensiepe, Public Works Director

Subject: Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Parking Lot Maintenance Program- Flynn Park & Budget Amendment

History

- The Department of Public Works is responsible for the maintenance and repair to all 28 paved municipal parking lots.
- Asphalt parking lots receiving an asphalt overlay has a general deterioration schedule of 7-15 years.
- The Department of Public Works schedules maintenance based on actual deterioration and request capital funds accordingly.
- The City of Troy receives \$15,000 annually for the lease of Flynn Park Parking Lot to Beaumont Hospital
- The lease agreement requires Beaumont Hospital to contribute 70% of the cost to resurface the park driveway
- The lease agreement also required Beaumont Hospital to install street lights on South Blvd., which was not completed. Beaumont has agreed instead to contribute the cost of the lights (\$33,400) to the additional resurfacing of the parking lot.

Purchasing

On April 13, 2017, a bid opening was conducted as required by City Charter and Code for the Parking Lot Maintenance Program- Flynn Park. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info and the bid was also sent to the Troy Chamber of Commerce. Six (6) bid responses were received. Below is a detailed summary of potential vendors for the bid opportunity:

| | |
|--|------------|
| Companies notified via MITN | 267 |
| Troy Companies notified via MITN | 3 |
| Troy Companies - Active email Notification | 3 |
| Troy Companies - Active Free | 0 |
| Companies that viewed the bid | 40 |
| 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.

After reviewing the bid responses, *Asphalt Specialists, Inc. of Pontiac, MI* was the low bidder meeting specifications and is being recommended for the asphalt resurfacing at Flynn Park.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Financial

Funds have been budgeted and are available in the Land Improvements Municipal Parking Lot, DPW Capital Account for Project #2017C0032. The account currently has a balance of \$350,000, which will require a budget amendment of \$55,361.29 that includes a 10% contingency amount.

| | |
|---------------|--------------|
| City Cost | \$335,738.01 |
| Beaumont Cost | \$ 69,623.28 |
| Total Cost | \$405,361.29 |

| | |
|----------------|--------------|
| Current Budget | \$350,000.00 |
| Amendment | \$ 55,361.29 |
| Total Cost | \$405,361.29 |

Net Cost to City \$335,738.01

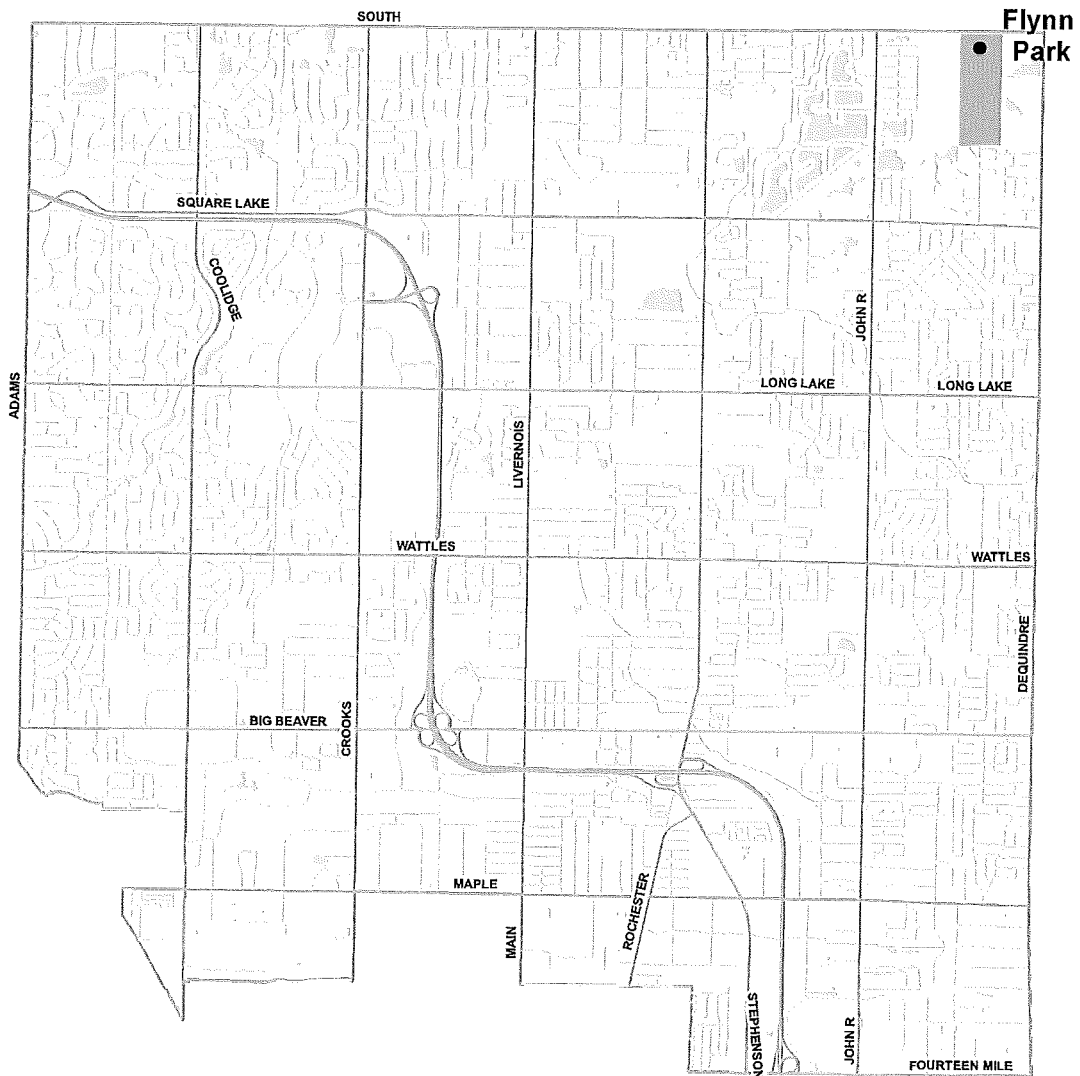
Recommendation

City management recommends awarding a contract to complete asphalt resurfacing at Flynn Park, for an estimated total cost of \$405,361.29, which includes a 10% contingency cost on the bid amount of \$368,510.26; not to exceed budgetary limitations to *Asphalt Specialists, Inc. of Pontiac, MI* at prices contained in the bid tabulation opened April 13, 2017. City management also recommends a budget amendment in the amount of \$55,361.29 to the Capital Fund for this project. City management will invoice Beaumont Hospital for a total amount of \$69,623.28 for its obligations under the current lease agreement for the driveway and parking lot resurfacing. The awards are contingent upon the contractor's submission of properly executed bid documents including insurance certificates, and all other specified requirements.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM





500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM



Opening Date -- 04/13/2017
Date Reviewed -- 04/18/2017

CITY OF TROY
BID TABULATIO
PARKING LOT MAINTENANCE PROGRAM
FLYNN PARK

ITB-COT 17-16
Page 1 of 2

VENDOR NAME:

| | |
|---------------------------|----------------------|
| Asphalt Specialists, Inc. | Nagle Paving Company |
| Pontiac, MI | Novi, MI |
| Ck# 2011471081 | 1112992 |
| Ck Amount \$5,000.00 | \$5,000.00 |

PROPOSAL: TO COMPLETE THE CITY OF TROY PARKING LOT MAINTENANCE PROGRAM IN ACCORDANCE TO THE SPECIFICATIONS.

PROPOSAL A: FLYNN PARK DRIVEWAY - 1710 E. SOUTH BOULEVARD

| Item | Description | Est. Quantity | Unit Price | Extension | Unit Price | Extension |
|--|---|----------------|------------|--------------------|------------|--------------------|
| 1 | Cold Milling HMA Surface 2 inches | 41,807 Sq. Ft. | \$ 0.22 | \$ 9,197.54 | \$ 0.27 | \$ 11,287.89 |
| 2 | Joint and Crack, Cleanout | 1,000 Lft. | \$ 2.00 | \$ 2,000.00 | \$ 4.00 | \$ 4,000.00 |
| 3 | Hand Patching | 10 Ton | \$ 110.00 | \$ 1,100.00 | \$ 250.00 | \$ 2,500.00 |
| 4 | HMA, 13A 2 inches | 525 Ton | \$ 70.00 | \$ 36,750.00 | \$ 79.00 | \$ 41,475.00 |
| 5 | Curb and Gutter Rem & Rep, Conc, Det F2 | 60 Lft. | \$ 45.00 | \$ 2,700.00 | \$ 35.00 | \$ 2,100.00 |
| | Turf Restoration | Included | N/C | N/C | N/C | N/C |
| | Traffic Maintenance Control | Included | N/C | N/C | N/C | N/C |
| PROPOSAL A ESTIMATED GRAND TOTAL: | | | | \$51,747.54 | | \$61,362.89 |

PROPOSAL B: FLYNN PARK - PARKING LOT - 1710 E. SOUTH BOULEVARD

| Item | Description | Est. Quantity | Unit Price | Extension | Unit Price | Extension |
|--|--|-----------------|------------|---------------------|------------|---------------------|
| 1 | Asphalt Pulverization | 112,440 Sq. Ft. | \$ 0.15 | \$ 16,866.00 | \$ 0.07 | \$ 7,870.80 |
| 2 | Grading and Compaction | 117,317 Sq. Ft. | \$ 0.16 | \$ 18,770.72 | \$ 0.19 | \$ 22,290.23 |
| 3 | Subgrade Undercutting - Base Removal | 830 Cyd. | \$ 10.00 | \$ 8,300.00 | \$ 20.40 | \$ 16,932.00 |
| 4 | Aggregate Base, 21AA, Limestone, 12 inch | 830 Cyd. | \$ 30.00 | \$ 24,900.00 | \$ 36.45 | \$ 30,253.50 |
| 5 | HMA, MDOT #3C (117,317 sq.ft. @ 2.5 inches) | 1,835 Ton | \$ 70.00 | \$ 128,450.00 | \$ 74.00 | \$ 135,790.00 |
| 6 | HMA, MDOT #3C (117,317 sq.ft. @ 1.5 inches) | 1,100 Ton | \$ 70.00 | \$ 77,000.00 | \$ 79.00 | \$ 86,900.00 |
| 7 | Remove existing Asphalt Curb | 2,600 Lft. | \$ 0.82 | \$ 2,132.00 | \$ 4.00 | \$ 10,400.00 |
| 8 | Install Concrete Curb and Gutter, Conc, Det F2 | 2,600 Lft. | \$ 15.00 | \$ 39,000.00 | \$ 19.50 | \$ 50,700.00 |
| 9 | Pavt Markg, Waterborne, 4 inch, Yellow | 5,000 Lft. | \$ 0.22 | \$ 1,100.00 | \$ 0.25 | \$ 1,250.00 |
| 10 | Pavt Markg, Waterborne, 4 inch, Blue | 200 Lft. | \$ 0.47 | \$ 94.00 | \$ 0.40 | \$ 80.00 |
| 11 | Pavt Markg, Waterborne, 4 ", Blue, Acc. Sym. | 6 Each | \$ 25.00 | \$ 150.00 | \$ 25.00 | \$ 150.00 |
| | Turf Restoration | Included | N/C | N/C | N/C | N/C |
| | Traffic Maintenance Control | Included | N/C | N/C | N/C | N/C |
| PROPOSAL B ESTIMATED GRAND TOTAL: | | | | \$316,762.72 | | \$362,616.53 |

24-HOUR CONTACT PHONE NUMBER

HOURS OF OPERATION

PROGRESS PAYMENTS:

SITE INSPECTION: Visited Site
Date visited

REFERENCES:

COMPLETION DATE: Can Meet

INSURANCE: Can Meet
Cannot Meet

SIGNATURE PAGE:

PAYMENT TERMS:

WARRANTY:

EXCEPTIONS:

VENDOR QUESTIONNAIRE:

FORMS COMPLETED: (5 Forms)

| | |
|--------------|--------------|
| 248-804-7974 | 248-765-3105 |
| 8am-5pm | |
| Per Contract | Net 30 Days |
| Y | Y |
| 4/15/2017 | 4/12/2017 |
| Y | Y |
| | Y |
| X | X |
| Y | Y |
| Per Contract | Y |
| Per Contract | 1-Year |
| Blank | Blank |
| Y | Y |
| Y | |

INDICATES LOW BIDDER MEETING SPECIFICATIONS

CITY OF TROY
 BID TABULATION
 PARKING LOT MAINTENANCE PROGRAM
 FLYNN PARK

ITB-COT 17-16
 Page 2 of 3

VENDOR NAME:

| | | |
|-----------|-------------------|-------------------------|
| | Hutch Paving, Inc | Pro-Line Asphalt Paving |
| | Warren, MI | Washington, MI |
| Ck# | 2011585068 | 2011530373 |
| Ck Amount | \$5,000.00 | \$5,000.00 |

PROPOSAL: TO COMPLETE THE CITY OF TROY PARKING LOT MAINTENANCE PROGRAM IN ACCORDANCE TO THE SPECIFICATIONS.

PROPOSAL A: FLYNN PARK DRIVEWAY - 1710 E. SOUTH BOULEVARD

| Item | Description | Est. Quantity | Unit Price | Extension | Unit Price | Extension |
|--|---|----------------|------------|--------------|------------|--------------|
| 1 | Cold Milling HMA Surface 2 inches | 41,807 Sq. Ft. | \$ 0.30 | \$ 12,542.10 | \$ 0.33 | \$ 13,796.31 |
| 2 | Joint and Crack, Cleanout | 1,000 Lft. | \$ 1.00 | \$ 1,000.00 | \$ 4.50 | \$ 4,500.00 |
| 3 | Hand Patching | 10 Ton | \$ 200.00 | \$ 2,000.00 | \$ 160.00 | \$ 1,600.00 |
| 4 | HMA, 13A 2 inches | 525 Ton | \$ 81.50 | \$ 42,787.50 | \$ 84.00 | \$ 44,100.00 |
| 5 | Curb and Gutter Rem & Rep, Conc, Det F2 | 60 Lft. | \$ 75.00 | \$ 4,500.00 | \$ 53.00 | \$ 3,180.00 |
| | Turf Restoration | Included | N/C | N/C | N/C | N/C |
| | Traffic Maintenance Control | Included | N/C | N/C | N/C | N/C |
| PROPOSAL A ESTIMATED GRAND TOTAL: | | | | \$62,829.60 | | \$67,176.31 |

PROPOSAL B: FLYNN PARK - PARKING LOT - 1710 E. SOUTH BOULEVARD

| Item | Description | Est. Quantity | Unit Price | Extension | Unit Price | Extension |
|--|--|-----------------|------------|---------------|------------|---------------|
| 1 | Asphalt Pulverization | 112,440 Sq. Ft. | \$ 0.08 | \$ 8,995.20 | \$ 0.25 | \$ 28,110.00 |
| 2 | Grading and Compaction | 117,317 Sq. Ft. | \$ 0.10 | \$ 11,731.70 | \$ 0.18 | \$ 21,117.06 |
| 3 | Subgrade Undercutting - Base Removal | 830 Cyd. | \$ 15.00 | \$ 12,450.00 | \$ 10.00 | \$ 8,300.00 |
| 4 | Aggregate Base, 21AA, Limestone, 12 inch | 830 Cyd. | \$ 22.00 | \$ 18,260.00 | \$ 20.00 | \$ 16,600.00 |
| 5 | HMA, MDOT #3C (117,317 sq.ft. @ 2.5 inches) | 1,835 Ton | \$ 78.00 | \$ 143,130.00 | \$ 76.00 | \$ 139,460.00 |
| 6 | HMA, MDOT #3C (117,317 sq.ft. @ 1.5 inches) | 1,100 Ton | \$ 83.00 | \$ 91,300.00 | \$ 84.00 | \$ 92,400.00 |
| 7 | Remove existing Asphalt Curb | 2,600 Lft. | \$ 2.00 | \$ 5,200.00 | \$ 9.00 | \$ 23,400.00 |
| 8 | Install Concrete Curb and Gutter, Conc, Det F2 | 2,600 Lft. | \$ 22.00 | \$ 57,200.00 | \$ 14.00 | \$ 36,400.00 |
| 9 | Pavt Markg, Waterborne, 4 inch, Yellow | 5,000 Lft. | \$ 0.35 | \$ 1,750.00 | \$ 0.42 | \$ 2,100.00 |
| 10 | Pavt Markg, Waterborne, 4 inch, Blue | 200 Lft. | \$ 1.00 | \$ 200.00 | \$ 0.52 | \$ 104.00 |
| 11 | Pavt Markg, Waterborne, 4 ", Blue, Acc. Sym. | 6 Each | \$ 50.00 | \$ 300.00 | \$ 26.00 | \$ 156.00 |
| | Turf Restoration | Included | N/C | N/C | N/C | N/C |
| | Traffic Maintenance Control | Included | N/C | N/C | N/C | N/C |
| PROPOSAL B ESTIMATED GRAND TOTAL: | | | | \$350,516.90 | | \$368,147.06 |

24-HOUR CONTACT PHONE NUMBER

HOURS OF OPERATION

PROGRESS PAYMENTS:

SITE INSPECTION: Visited Site
 Date visited

REFERENCES:

COMPLETION DATE: Can Meet

INSURANCE: Can Meet
 Cannot Meet

SIGNATURE PAGE:

PAYMENT TERMS:

WARRANTY:

EXCEPTIONS:

VENDOR QUESTIONNAIRE:

FORMS COMPLETED: (5 Forms)

| | | |
|--------|-------------------------|--------------|
| | 248-514-6926 | 586-752-7730 |
| | 5am-8pm | 8am-5pm |
| | Payment Submittal Every | 30 Days |
| Y or N | Y | Y |
| | 4/10/2017 | 4/12/2017 |
| Y or N | Y | Y |
| Y or N | Y | Y |
| | X | X |
| | | |
| Y or N | Y | Y |
| | Net 60 | Net 30 |
| | 2-Years | 1-Year |
| | Blank | Blank |
| Y or N | Y | Y |
| Y or N | Y | Y |

INDICATES LOW BIDDER MEETING SPECIFICATIONS

413,346.50

435,323.37

CITY OF TROY
BID TABULATION
PARKING LOT MAINTENANCE PROGRAM
FLYNN PARK

ITB-COT 17-16

Page 3 of 3

VENDOR NAME:

Best Asphalt, Inc.

Pavex Corporation

Romulus, MI

Trenton, MI

Ck#

9148610761

200508110

Ck Amount

\$5,000.00

\$5,000.00

PROPOSAL: TO COMPLETE THE CITY OF TROY PARKING LOT MAINTENANCE PROGRAM IN ACCORDANCE TO THE SPECIFICATIONS.

PROPOSAL A: FLYNN PARK DRIVEWAY - 1710 E. SOUTH BOULEVARD

| Item | Description | Est. Quantity | Unit Price | Extension | Unit Price | Extension |
|------|---|----------------|------------|--------------|------------|--------------|
| 1 | Cold Milling HMA Surface 2 inches | 41,807 Sq. Ft. | \$ 0.35 | \$ 14,632.45 | \$ 0.28 | \$ 11,705.96 |
| 2 | Joint and Crack, Cleanout | 1,000 Lft. | \$ 5.00 | \$ 5,000.00 | \$ 4.00 | \$ 4,000.00 |
| 3 | Hand Patching | 10 Ton | \$ 300.00 | \$ 3,000.00 | \$ 300.00 | \$ 3,000.00 |
| 4 | HMA, 13A 2 inches | 525 Ton | \$ 81.00 | \$ 42,525.00 | \$ 83.80 | \$ 43,995.00 |
| 5 | Curb and Gutter Rem & Rep, Conc, Det F2 | 60 Lft. | \$ 60.00 | \$ 3,600.00 | \$ 127.00 | \$ 7,620.00 |
| | Turf Restoration | Included | N/C | N/C | N/C | N/C |
| | Traffic Maintenance Control | Included | N/C | N/C | N/C | N/C |

PROPOSAL A ESTIMATED GRAND TOTAL: \$ 68,757.45 \$ 70,320.96

465,571.1

419542.63

PROPOSAL B: FLYNN PARK - PARKING LOT - 1710 E. SOUTH BOULEVARD

| Item | Description | Est. Quantity | Unit Price | Extension | Unit Price | Extension |
|------|--|-----------------|------------|---------------|------------|---------------|
| 1 | Asphalt Pulverization | 112,440 Sq. Ft. | \$ 0.15 | \$ 16,866.00 | \$ 0.07 | \$ 7,870.80 |
| 2 | Grading and Compaction | 117,317 Sq. Ft. | \$ 0.45 | \$ 52,792.65 | \$ 0.11 | \$ 12,904.87 |
| 3 | Subgrade Undercutting - Base Removal | 830 Cyd. | \$ 14.00 | \$ 11,620.00 | \$ 25.00 | \$ 20,750.00 |
| 4 | Aggregate Base, 21AA, Limestone, 12 inch | 830 Cyd. | \$ 41.00 | \$ 34,030.00 | \$ 20.00 | \$ 16,600.00 |
| 5 | HMA, MDOT #3C (117,317 sq.ft. @ 2.5 inches) | 1,835 Ton | \$ 77.00 | \$ 141,295.00 | \$ 75.60 | \$ 138,726.00 |
| 6 | HMA, MDOT #3C (117,317 sq.ft. @ 1.5 inches) | 1,100 Ton | \$ 81.00 | \$ 89,100.00 | \$ 81.00 | \$ 89,100.00 |
| 7 | Remove existing Asphalt Curb | 2,600 Lft. | \$ 5.00 | \$ 13,000.00 | \$ 3.85 | \$ 10,010.00 |
| 8 | Install Concrete Curb and Gutter, Conc, Det F2 | 2,600 Lft. | \$ 14.00 | \$ 36,400.00 | \$ 19.65 | \$ 51,090.00 |
| 9 | Pavt Markg, Waterborne, 4 inch, Yellow | 5,000 Lft. | \$ 0.30 | \$ 1,500.00 | \$ 0.30 | \$ 1,500.00 |
| 10 | Pavt Markg, Waterborne, 4 inch, Blue | 200 Lft. | \$ 0.30 | \$ 60.00 | \$ 0.35 | \$ 70.00 |
| 11 | Pavt Markg, Waterborne, 4", Blue, Acc. Sym. | 6 Each | \$ 25.00 | \$ 150.00 | \$ 100.00 | \$ 600.00 |
| | Turf Restoration | Included | N/C | N/C | N/C | N/C |
| | Traffic Maintenance Control | Included | N/C | N/C | N/C | N/C |

PROPOSAL B ESTIMATED GRAND TOTAL: \$ 396,813.65 \$ 349,221.67

24-HOUR CONTACT PHONE NUMBER

734-732-0588

734-231-1215

HOURS OF OPERATION

6am-7pm

8am-5pm M-F

Proposed Payment
Schedule

Payment minus retention
of fair amt every 2 wks or
every 30 days

PROGRESS PAYMENTS:

SITE INSPECTION: Visited Site

Y or N

Y

Y

Date visited

4/11/2017

4/11/2017

REFERENCES:

Y or N

Y

Y

COMPLETION DATE: Can Meet

Y or N

Y

Y

INSURANCE: Can Meet

X

X

Cannot Meet

SIGNATURE PAGE:

Y or N

Y

Y

PAYMENT TERMS:

Blank

Net 30

WARRANTY:

2-Years

1-Year or per spec

EXCEPTIONS:

Blank

Blank

VENDOR QUESTIONNAIRE:

Y or N

Y

Y

FORMS COMPLETED: (5 Forms)

Y or N

Y

Y

Attest:

INDICATES LOW BIDDER MEETING SPECIFICATIONS

Enna A. Bachelor

Mike Schlegelman

Susan Reisterer

MaryBeth Murz, Purchasing Manager

I, the undersigned Bidder, have read this addendum and have integrated the changes into the Bid Proposal documents for **RFP-COT 17-16, PARKING LOT MAINTENANCE PROGRAM**. All other items in the original proposal document remain the same. This addendum should be attached to the top of the proposal packet at the time of submission on or before **Thursday, April 13, 2017 at 10:00 A.M., EDT** in the Office of the City Clerk.

COMPANY:

Asphalt Specialists

NAME OF REPRESENTATIVE:

Christopher Swift
(Print)

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

[Signature]

ADDRESS:

1780 E Highland
Parkway

DATE:

4/11/17

CITY OF TROY
BID PROPOSAL

ITB-COT 17-16
Page 1 of 9

The undersigned proposes to complete the City of Troy **PARKING LOT MAINTENANCE PROGRAM** in accordance with the attached specifications that are to be considered an integral part of this proposal, which include the following sections – at the prices listed below:

COMPANY NAME: Asphalt Specialists, Inc.

Section List

| | |
|--|---|
| Instruction to Bidders (2 pages) | General Conditions (15 pages) |
| Bid Proposal (9 pages) | Supplemental General Conditions (2 pages) |
| Vendor Questionnaire (2 pages) | Supplemental Specifications - Pavement Restoration - Asphalt (1 Page) |
| Legal Status of Bidder (1 page) | Striping and Handicap Spaces (2 Pages) |
| Non-Collusion Affidavit (1 page) | Special Provision for Full depth Pulverization and Grading (2 pages) |
| Certification regarding Debarment (1 page) | Public Act 57 (2 pages) |
| Certification not "Iran-linked Business" (1 page) | Consent of Surety – Sample (1 page) |
| Contract Documents/ Forms (4 pages) | Insurance Certificate (2 pages) |
| Instructions to Bidders – Specifications (4 pages) | Statement of No Bid (1 page) |
| | Layouts and Detail Sheets (5 pages) |

PROPOSAL A - FLYNN PARK- DRIVEWAY- 1710 E. SOUTH BOULEVARD:

The undersigned, as bidder, declares that he/she having examined the 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 availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies to complete 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 bid Proposal is part.

Proposal A- Flynn Park - Driveway- 1710 E. South Boulevard

| ITEM | DESCRIPTION | ESTIMATED QUANTITY | UNIT PRICE | EXTENSION |
|------|---|--------------------|------------|--------------|
| 1 | Cold Milling HMA Surface 2 inches | 41,807 sqft | \$ 0.22 | \$ 9,197.54 |
| 2 | Joint and Crack, Cleanout | 1,000 Lft | \$ 2.00 | \$ 2,000.00 |
| 3 | Hand Patching | 10 Ton | \$ 110.00 | \$ 1,100.00 |
| 4 | HMA, 13A, 2 inches | 525 Ton | \$ 70.00 | \$ 36,750.00 |
| 5 | Curb and Gutter Rem & Rep, Conc, Det F2 | 60 Lft | \$ 45.00 | \$ 2,700.00 |
| | Turf Restoration | Included | N/C | N/C |
| | Traffic Maintenance Control | Included | N/C | N/C |

Proposal A Total: \$ 51,747.54

PROPOSAL B-FLYNN PARK- PARKING LOT- 1710 E. SOUTH BOULEVARD:

The undersigned, as bidder, declares that he/she having examined the 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 availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies to complete 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 bid Proposal is part.

| Proposal B- Flynn Park - Parking Lot- 1710 E. South Boulevard | | | | |
|---|--|--------------------|------------|---------------|
| ITEM | DESCRIPTION | ESTIMATED QUANTITY | UNIT PRICE | EXTENSION |
| 1 | Asphalt Pulverization | 112,440 sq.ft. | \$ 0.15 | \$ 16,866.00 |
| 2 | Grading and Compaction | 117,317 sq.ft. | \$ 0.16 | \$ 18,770.72 |
| 3 | Subgrade Undercutting- Base Removal | 830 Cyd | \$ 10.00 | \$ 8,300.00 |
| 4 | Aggregate Base, 21AA, Limestone, 12 inch | 830 Cyd | \$ 30.00 | \$ 24,900.00 |
| 5 | HMA, MDOT #3C (117,317 sq.ft. @ 2.5 inches) | 1,835 Ton | \$ 70.00 | \$ 128,450.00 |
| 6 | HMA, MDOT #13A (117,317 sq.ft. @ 1.5 inches) | 1,100 Ton | \$ 70.00 | \$ 77,000.00 |
| 7 | Remove Existing Asphalt Curb | 2,600 Lft | \$ 0.82 | \$ 2,132.00 |
| 8 | Install Concrete Curb and Gutter, Conc, Det F2 | 2,600 Lft | \$ 15.00 | \$ 39,000.00 |
| 9 | Pavt Markg, Waterborne, 4 inch, Yellow | 5,000 Lft | \$ 0.22 | \$ 1,100.00 |
| 10 | Pavt. Mrkg., Waterborne, 4 inch, Blue | 200 Lft | \$ 0.47 | \$ 94.00 |
| 11 | Pavt. Mrkg., Waterborne, Blue, Acc. Symbol | 6 each | \$ 25.00 | \$ 150.00 |
| | Turf Restoration | Included | N/C | N/C |
| | Traffic Maintenance Control | Included | N/C | N/C |

Proposal B Total: \$ 316,762.72

- The City has the right to divide the paving process in one parking area into several phases as may be necessary for the safety and convenience of the public and protection of the work due to other contractors who may be working in the same area, and shall be constructed at no extra cost to the City.
- All items of work noted in the Specifications that are not specifically noted in the proposal shall be considered as included in the construction and shall be constructed at no extra cost to the City.

COMPANY NAME: Asphalt Specialists, Inc.

UNIT PRICES:

Unit prices prevail. The City of Troy Purchasing Department will correct all mathematical errors.

DESIGNATED CITY REPRESENTATIVES:

Kurt Bovensiep, Public Works Director, is the designated City representative.

ADDITIONAL INFORMATION:

For additional information or questions concerning this project please contact: **Kurt Bovensiep, Public Works Director** at (248) 524-3489 or k.bovensiep@troymi.gov

ESTIMATED QUANTITIES:

Quantities stated are estimated and are not guaranteed. Quantities stated are made in good faith and will be used for award purposes. Quantities are based upon reasonable estimates, and the City of Troy will not be penalized for additions or deletions from the contract within the specified

DOWNPAYMENTS AND PREPAYMENTS:

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

CONTACT INFORMATION:

Hours of operation: 8am - 5pm 24 Hr. Contact Phone No. 248-804-7974

CONTRACT FORMS:

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

AWARD:

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, equipment, references, and the correlation of the proposal submitted to the needs of the City of Troy.

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

MICHIGAN CONSTRUCTION LIEN ACT:

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

COMPANY NAME: Asphalt Specialists, Inc.

PUBLIC ACT 57:

Public Act 57 requires contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for modifications of contracts for improvement of real property; to provide for remedies; and to repeal acts and parts of acts. This contract shall comply with all applicable provisions of Public Act 57 [a copy of the act is attached for reference (2 pages)].

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 (see Instructions to Bidders - Specifications, Page 4 of 4).

BID DEPOSIT AND FORFEITURE:

The bid deposit of the lowest bidder shall be forfeit if, after bid opening, a change in the bid price or other provision of the bid is required by the bidder that is prejudicial to the interest of the City of Troy or fair competition.

CONTRACT TERMINATION:

The City of Troy shall reserve the right to terminate the contract upon 30 days written notice due to poor performance. The City of Troy designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final. The City of Troy reserves the right to re-award the contract to the next low bidder or re-bid the contract.

TERMINATION FOR CONVENIENCE:

The City may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

PROGRESS PAYMENTS:

The City of Troy will consider a progress payment schedule for work as completed in accordance with specifications (See Supplemental General Conditions, page 1 of 2). The Superintendent Parks, Streets and Drains instead of Director or Project Construction Manager will have final approval of the schedule as presented. No payments for work will be made until the designated City representative approves the work as complete in accordance with specifications. Prior to release of the final payment, consent of surety document (AIA Document G707) will be required and signed by the surety Company. The City of Troy reserves the right to reject the payment schedule if deemed necessary, and determine the final schedule.

Proposed Payment Schedule:

per contract

COMPANY NAME: Asphalt Specialists, Inc.

SITE INSPECTION:

Bidders should examine the sites to determine the amount of work to be done in accordance with the specifications. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal. Contact Kurt Bovensiepe at (248) 524-3489 to arrange a site visit between the hours of 8:30 am - 3:00pm Monday through Friday.

- (☒) Our company visited the sites on 4/5/17
- (☐) Our company did not visit the sites.

BOND SUBMITTAL:

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

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. If you or your company has worked for the City of Troy in the past, please indicate by completing the information below.

COMPANY: City of Keego Harbor
ADDRESS: 20250 Beechmont, Keego Harbor
PHONE: 248-682-1930 CONTACT: Linda Voll
EMAIL: clerk@keego-harbor.org

COMPANY: City of Lathrup Village
ADDRESS: 27400 Southfield Rd, Southfield
PHONE: 248-557-2600 CONTACT: Pamela Bratschi
EMAIL: treasurer@lathrup-village.org

COMPANY: Road Commission of Oakland County
ADDRESS: 2420 Pontiac Lake Road, Waterford
PHONE: 248-868-4855 CONTACT: Lisa New
EMAIL: _____

COMPANY NAME: Asphalt Specialists, Inc.

PURCHASE ORDER:

After the Troy City Council has approved the award, the City of Troy Purchasing Department will send an award letter to the successful bidder. The successful bidder once notified, will be required to submit the specified bonds. A purchase order will be issued in approximately one-week and released, once acceptable bonds and insurance are received. The purchase order issued in conjunction with the Contract Form (provided in the Contract Documents Section) from the City of Troy will create a bilateral contract between the parties, and the successful bidder shall commit to perform the contract in accordance with specifications.

COMPANY NAME: Asphalt Specialists, Inc.

COMPLETION DATE:

The work shall commence as soon as possible upon City Council award. The intent is to make a recommendation of award at the April 24, 2017 City Council Meeting. A work schedule shall be provided to Kurt Bovensiepe, Public Works Director. The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. The contractor is required to start the project within ten (10) working days after notification to start work. The entire project must be completed by June 30, 2017.

(☒) Our company can meet the completion date

(☐) Our company cannot meet the completion date but offers:

COMPANY NAME: Asphalt Specialists, Inc.

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

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

☒ We can meet the specified insurance requirements.

☐ We cannot meet the specified insurance requirements.

☐ We do not carry the specified limits but can obtain the additional insurance coverage of \$ _____, at the cost of \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

☐ Our proposal is reduced by \$ _____ if we lower the requirement to \$ _____.

NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

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

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

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

INSURANCE VERIFICATION:

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

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

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

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

COMPANY NAME: Asphalt Specialists, Inc.

ADDITIONAL INSURED:

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

CANCELLATION NOTICE:

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

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

PROOF OF INSURANCE COVERAGE:

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

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

LETTER VERIFICATION:

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

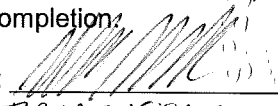
FINAL INSURANCE CERTIFICATE SUBMISSION:

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

COMPANY NAME: Asphalt Specialists, 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 through project completion.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

BRUCE ISRAEL

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:

38-2739111

COMPANY:

Asphalt Specialists, Inc.

ADDRESS:

1780 E. Highwood

CITY:

Pontiac

STATE:

MI

ZIP:

48340

PHONE:

(248) 334-4570

FAX NUMBER:

(248) 334-0134

REPRESENTATIVE NAME:

Chris Swift

(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

BRUCE ISRAEL

PAYMENT TERMS:

per contract

WARRANTY:

per contract

CHECK INCLUDED:

#2011471081

COMPLETION: **June 30, 2017.**

EMAIL:

CSwift@asipaving.com

EXCEPTIONS: Any exceptions, substitutions, deviations, etc. from the City of Troy specifications and this proposal must be stated below and reason for, and is an integral part of this bid offer:

ACKNOWLEDGEMENT:

I, Bruce Israel, certify that I have read the **Instructions to Bidders** (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitm.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

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

IMPORTANT: All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant MSDS at the time of bid submission.

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



VENDOR QUESTIONNAIRE

DATE: April 12, 2017
Month/Date/Year

FIRM NAME: Asphalt Specialists, Inc.

ESTABLISHED: October, 19 87 or 20 - STATE: Michigan

TYPE OF ORGANIZATION: (Circle One)

- a. Individual
- b. Partnership
- ☒ c. Corporation
- d. Joint Venture
- e. Other _____ If applicable:

FORMER COMPANY NAME(S)

n/a

Please provide the following information and submit with your bid proposal:

- 1) Number of years of experience in this type of work: 30 Years
- 2) List the number and types of equipment to be used if awarded this bid (Attach itemized list that is marked _____ for identification if more space is required):
*please see attached provided upon award
- 3) List all contract commitments your firm has been engaged to perform for 2015. Give organization name, value of contract and percent complete.

**ORGANIZATION
PERCENTAGE**

VALUE

Upon award will be given

- 4) If applicable, list all proposed subcontractors to be used in the performance of this contract and the work to be performed by each.

Goratski - Concrete Curb & Gutter

ICS - Striping/Signage

5) Name of your bank or other financial reference: Huntington National Bank

6) Comments: _____

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: _____

Company: _____

Address: _____

Phone Number: _____

Representative's Name: _____

Date: _____

[Signature]
Asphalt Specialists, Inc.
1780 E. Highwood
Pontiac, MI 48340
248-334-4570
Bruce Israel
April 12, 2017 (print)



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 Bruce Israel, bearing the office title of Vice President
_____, whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

n/a

AN **INDIVIDUAL**, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

n/a



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Bruce Israel
(Print Full Name), being duly sworn deposed, says that he/she
is Vice President. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

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

[Signature]
SIGNATURE OF PERSON SUBMITTING BID

Diane F. Palazzola
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 11th
day of April, 2017 in and for
Macomb County.
Acting in Oakland County

My commission expires:

9-15-18

Diane F. Palazzola
Notary Public, State of Michigan
County of Macomb
My Commission Expires 9-15-2018
Acting in the County of: Oakland



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

Asphalt Specialists, Inc.

Name of Agency/Company/Firm (Please Print)

Bruce Iskael

Name and title of authorized representative (Please Print)

[Signature]
Signature of authorized representative

April 12, 2017
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 | Asphalt Specialists, Inc. |
| Street Address | 1780 E. Highwood |
| City | Pontiac |
| State, Zip | Michigan, 48340 |
| Corporate I.D. Number/State | |
| Taxpayer I.D. # | 38-2739111 |

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:

Bruce Israel - Vice President

Witness Signature:

Printed Name of Witness:

Leslie Marinelli



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/03/2017

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
1-248-828-33771175 West Long Lake Road
Suite 200
Troy, MI 48098INSURED
Asphalt Specialists, Inc.

1780 E. Highwood

Pontiac, MI 48340

CONTACT NAME: Jackie Wilson

PHONE (A/C No. Ext): 248-530-3225

FAX (A/C No): 248-828-3741

E-MAIL ADDRESS: jwilson@vtcins.com

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|-------------------------------|------------------------------|--------|
| INSURER A: | ZURICH AMER INS CO | 16535 |
| INSURER B: | AMERICAN GUAR & LIAB INS | 26247 |
| INSURER C: | AMERICAN ZURICH INS CO | 40142 |
| INSURER D: | ALLIED WORLD ASSUR CO US INC | 19489 |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES

CERTIFICATE NUMBER: 49783731

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 SUBR INSD 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 <input checked="" type="checkbox"/> X, C, U Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | GL09266527 | 06/15/16 | 06/15/17 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | BAP9266528 | 06/15/16 | 06/15/17 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0 | | AUC017296900 | 06/15/16 | 06/15/17 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| C | 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 <input checked="" type="checkbox"/> N/A | | WC9266529 | 06/15/16 | 06/15/17 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Occurrence 1,000,000 Aggregate 2,000,000 |
| D | Professional & | | 03096529 | 06/15/16 | 06/15/17 | |
| D | Pollution Liability | | 03096529 | 06/15/16 | 06/15/17 | |

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

Where required by written contract, the following is addt'l insured for General Liability (GL) arising out of ongoing & completed operations on a primary & non-contributory basis and addt'l ins with respects to Automobile liability. GL, Auto & Workers Comp policies include waiver of subrogation on behalf of the following as required by written contract and where allowed by law. Umbrella/Excess liability coverage follows form over GL, Auto & Employers Liability. Insurer will endeavor to mail 30 days written notice of cancellation to the certificate holder.

CERTIFICATE HOLDER

Project: Flynn Park

City of Troy

4693 Rochester Road

Troy, MI 48085

USA

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

© 1988-2014 ACORD CORPORATION. All rights reserved.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE

05/03/2017

NAME OF INSURED: Asphalt Specialists, Inc.

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.



ZURICH[®]

Additional Insured – Automatic – Owners, Lessees Or Contractors

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem. | Return Prem. |
|--------------|-------------------|-------------------|-------------------|--------------|--------------|--------------|
| GL0926652704 | 6/15/2016 | 6/15/2017 | 6/15/2016 | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Asphalt Specialists Inc.; TKMS, Inc; Lou's Transport Inc.
Address (including ZIP Code): 1780 E. Highwood, Pontiac, MI 48340

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

A. Section II – Who is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. 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:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.



Other Insurance Amendment – Primary And Non-Contributory

| Policy No. | Exp. Date of Pol. | Eff. Date of End. | Agency No. | Addl. Prem. | Return Prem. |
|--------------|-------------------|-------------------|------------|-------------|--------------|
| GL0926652704 | 6-15-2016 | 6-15-2015 | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Asphalt Specialists Inc; Lou's Trucking Co; TKMS, Inc.
Address (including ZIP Code): 1780 E. Highwood
Pontiac, MI 48340-1237

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

SECTION IV, COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, is amended per the following:

1. The following paragraph is added under **a. Primary Insurance:**

This insurance is primary insurance as respects our coverage to an additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added under **b. Excess Insurance:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

Waiver Of Subrogation (Blanket) Endorsement

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer | Add'l. Prem | Return Prem. |
|--------------|-------------------|-------------------|-------------------|----------|-------------|--------------|
| GL0926652704 | 6/15/2016 | 6/15/2017 | 6/15/2016 | | \$ | \$ |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

POLICY NUMBER: BAP 926652B-03

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

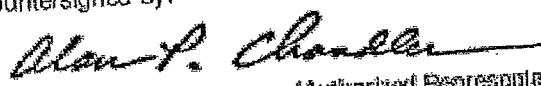
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

| | |
|--|---|
| Endorsement Effective: 6/15/2016 | Countersigned By:  (Authorized Representative) |
| Named Insured: Asphalt Specialists Inc; Lou's Trucking Co; TKMS, Inc. | |

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Waiver Of Transfer Of Rights Of Recovery Against Others To Us

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Agency No. | Addl. Prem. | Return Prem. |
|--------------|-------------------|-------------------|-------------------|------------|-------------|--------------|
| BAP926652804 | 6/15/2016 | 6/15/2017 | 6/15/2016 | | | |

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Asphalt Specialists Inc; Lou's Trucking Co; TKMS, Inc.

Address (including ZIP code): 1780 E. Highwood
Pontiac, MI 48340-1237

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Truckers Coverage Form
Garage Coverage Form
Motor Carrier Coverage Form

SCHEDULE

Name of Person or Organization:

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU AND FOR THAT PERSON AND/OR ORGANIZATION.

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

Countersigned: Alan P. Chandler
Authorized Representative

Date: _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

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

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU AND FOR THAT PERSON AND/OR ORGANIZATION

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 6/15/2016

Policy No. WC9266529

Endorsement No.

Insured Asphalt Specialists Inc; Lou's Trucking Co; TKMS, Inc.

Premium \$
Alan P. Chandler

Insurance Company American Zurich Insurance Company

CounterSigned By _____

WC 00 03 13
(Ed. 4-84)