

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

Resolution #2020-06-081-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract to provide Transit Mixed Concrete with an option to renew for one (1) additional year to the low bidder meeting specifications; *Paragon Ready Mix of Utica, MI* as the primary supplier and *Superior Materials, LLC of Farmington Hills, MI* as the secondary supplier as per the unit prices listed in the bid tabulation opened May 21, 2020; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; to be ordered on as needed basis with contracts expiring April 30, 2022.

BE IT FINALLY RESOLVED, That the awards are **CONTINGENT** upon the contractors' submission of properly executed bid documents, insurance certificates and all other specified requirements.

# BLANKET ORDER

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

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

No. 2020-00001412  
DATE: 06/04/2020  
PAGE: 1 of 1  
FOB DESTINATION

EXPIRATION DATE  
04/30/2021  
COUNCIL RESOLUTION  
2020-06-081-J-4b

VENDOR NO. 163212

**Vendor**  
PARAGON READY MIX INC.  
48000 HIXSON  
UTICA, MI 48317

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	Transit Mix Concrete CONTRACT to furnish ONE (1) year Requirements of Transit Mix Concrete with an option to renew for ONE (1) additional year in accordance with all bid specifications of ITB-COT 20-19 at the prices as detailed in the attached bid tab summary. This PO is for year ONE (1) of a potential TWO (2) Year Contract.	122,125.0000	\$122,125.00

Entered By: Kristine Kallek

\$122,125.00

**Special Instructions:**

CITY COUNCIL AWARD DATE: 6/1/2020. Insurance required to be on file as PRIMARY SUPPLIER. Certificate of Insurance and Endorsements shall be on file for duration of contract.

**TERMS & CONDITIONS**

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

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

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

# BLANKET ORDER

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

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

No. 2020-00001419  
DATE: 06/04/2020  
PAGE: 1 of 1  
FOB DESTINATION

**VENDOR NO.** 123132

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

**EXPIRATION DATE**  
04/30/2021  
**COUNCIL RESOLUTION**  
2019-04-042-J-4b

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	Transit Mix Concrete CONTRACT to furnish ONE (1) year Requirements of Transit Mix Concrete with an option to renew for ONE (1) additional year in accordance with all bid specifications of ITB-COT 20-19 at the prices as detailed in the attached bid tab summary. This PO is for Year One of a potential 2-Year Contract.	122,881.2500	\$122,881.25

Entered By: Kristine Kallek

\$122,881.25

**Special Instructions:**

CITY COUNCIL AWARD DATE: 6/1/2020. Insurance required to be on file as SECONDARY SUPPLIER. Certificate of Insurance and Endorsement shall be on file for duration of contract.

**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.

Opening Date: 5/21/2020  
Date Reviewed - 5/21/2020

CITY OF TROY  
BID TABULATION  
TRANSIT MIXED CONCRETE

ITB-COT 20-19  
Pg. 1 of 1

VENDOR NAME:	Paragon Ready Mix	Superior Materials, LLC
CITY:	Utica, MI	Farmington Hills, MI

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

ITEM	QTY		DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
PROPOSAL A: WEEKDAY DELIVERY							
1	600	Yds	6 Sack Mix	\$124.00	\$74,400.00	\$127.00	\$76,200.00
2	200	Yds	7 Sack Mix	\$131.00	\$26,200.00	\$133.00	\$26,600.00
3	50	Yds	12 Hour 300 PSI Mix- Flexural Strength/7 Sack	\$138.00	\$6,900.00	\$140.00	\$7,000.00
SPLIT LOAD CHARGES							
4a	20	Times	2 Locations	\$60.00	\$1,200.00	No Bid	
4b	5	Times	3 Locations	\$60.00	\$300.00	No Bid	
5	20	Times	Below Minimum Load Charge	\$80.00	\$1,600.00	\$95.00	\$1,900.00
6	20		Cold Weather Protection	\$7.00	\$140.00	\$7.25	\$145.00
ESTIMATED TOTAL PROPOSAL A:				\$110,740.00		\$111,845.00	
PROPOSAL B: SATURDAY DELIVERY							
1	25	Yds	6 Sack Mix	\$131.00	\$3,275.00	\$134.00	\$3,350.00
2	25	Yds	7 Sack Mix	\$138.00	\$3,450.00	\$140.00	\$3,500.00
3	25	Yds	12 Hour 300 PSI Mix- Flexural Strength/7 Sack	\$145.00	\$3,625.00	\$147.00	\$3,675.00
SPLIT LOAD CHARGES							
4a	5	Times	2 Locations	\$60.00	\$300.00	No Bid	
4b	5	Times	3 Locations	\$60.00	\$300.00	No Bid	
5	5	Times	Below Minimum Load Charge	\$80.00	\$400.00	\$95.00	\$475.00
6	5		Cold Weather Protection	\$7.00	\$35.00	\$7.25	\$36.25
ESTIMATED TOTAL PROPOSAL B:				\$11,385.00		\$11,036.25	
ESTIMATED GRAND TOTAL:				\$122,125.00		\$122,881.25	
Unloading Time Per Cubic Yard:				6 minutes		6 minutes	
Minimum Load:				1 cy		2 yards	
Hours of Operation:				7am - 5pm (7am - 11am (Sat)		7am - 5pm	
24 Hour Emergency Phone No:				586-484-6804		248-804-4939 248-640-0029	
References:			Y or N	Y		Y	
Insurance Met:			Y or N	Y		Y	
Warranty:			Y or N	N/A		N/A	
Payment Terms:				Net 30 Days		Net 30	
Exceptions:			Y or N	N		N	
Acknowledgement:			Y or N	Y		Y	
Forms:			Y or N	Missing Familial Disclosure		Y	

**ATTEST:**

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

Kaitlin Sackner  
Beth Zaccardelli  
MaryBeth Murz  
Kristine Kallek  
Jackie Ahlstrom

MaryBeth Murz  
Purchasing Manager



**CITY OF TROY**  
**ELECTRONIC BID PROPOSAL**

ITB-COT 20-19  
Page 1 of 6

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

COMPANY NAME: Paragon Ready Mix

**Proposal A- Week Day Delivery**

Item	Est Qty (yds)	Description	Unit Price
1.	600	6 Sack Mix	\$ 124.00 /cu yd
2.	200	7 Sack Mix	\$ 131.00 /cu yd
3.	50	12 Hour 300 PSI Mix- Flexural Strength/7 Sack	\$ 138.00 /cu yd
<b>Split Load Charges</b>			
4a.	20 Times	2 Locations	\$ 60.00 ea
4b.	5 Times	3 Locations	\$ 60.00 ea
5.	20 Times	Below Minimum Load Charge	\$ 80.00 ea Less than 6 cy
6.	20	Cold Weather Protection	\$ 7.00 /cu yd

**Proposal B- Saturday Delivery**

Item	Est Qty (yds)	Description	Unit Price
1.	25	6 Sack Mix	\$ 131.00 /cu yd
2.	25	7 Sack Mix	\$ 138.00 /cu yd
3.	25	12 Hour 300 PSI Mix- Flexural Strength/7 Sack	\$ 145.00 /cu yd
<b>Split Load Charges</b>			
4a.	5 Times	2 Locations	\$ 60.00 ea
4b.	5 Times	3 Locations	\$ 60.00 ea
5.	5 Times	Below Minimum Load Charge	\$ 80.00 ea Less than 6 cy
6.	5	Cold Weather Protection	\$ 7.00 /cu yd

Unloading Time Per Cubic Yard:	<u>6 minutes</u>
Minimum Load:	<u>1 cy</u>
Hours of Operation:	<u>7 am - 5 pm (7 am - 11 am Sat)</u>
24 Hour Emergency Phone Number:	<u>586-484-6804</u>

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

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

**INFORMATION:** For additional general information or questions about this project, please contact Kaitlin Sackner at (248) 524-3376 between the hours of 8:00 a.m. and 4:30 p.m.

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

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

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

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

**CONTRACT FORMS:**

Bidders should complete and sign the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment, the Certification regarding "Iran Linked Business" and the Familial Disclosure Forms and return with your bid proposal. Due to COVID-19 restrictions the City is waiving Notary requirements; but note that all forms must be signed and dated.

**DELIVERY:** The contractor will be notified as to the quantity needed before noon on the day prior to the desired delivery date. Delivery will be expected at the time requested as long as the minimum notification is given. The successful bidder(s) will provide continuous delivery until the order is complete.

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

**APPROVED ALTERNATES:** The City of Troy's designated department representative or his/her designee will review all items submitted for consideration as approved alternates. Their decision as to acceptability will be deemed in the City of Troy's best interest and will be final.

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

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

**REFERENCES:** The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company.

COMPANY NAME: Paragon Ready Mix

COMPANY: City of Rochester Hills  
ADDRESS: \_\_\_\_\_  
CONTACT: Debbie Scully  
PHONE: 248-841-2533 EMAIL: \_\_\_\_\_

COMPANY: City of Sterling Heights  
ADDRESS: \_\_\_\_\_  
CONTACT: Andrea Bara  
PHONE: 586-446-2424 EMAIL: \_\_\_\_\_

COMPANY: Cipparrone Contracting  
ADDRESS: \_\_\_\_\_  
CONTACT: Rob Hallerman  
PHONE: 248-424-3888 EMAIL: \_\_\_\_\_

**INSURANCE REQUIREMENTS:**

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

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

( ☒ ) We can meet the specified insurance requirements.

( ☐ ) We cannot meet the specified insurance requirements.

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

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

( ☐ ) Our proposal is reduced by \_\_\_\_\_ if we lower the requirement to \$\_\_\_\_\_.

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

COMPANY NAME: Paragon Ready Mix

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

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

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

**INSURANCE VERIFICATION:**

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

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

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

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

**ADDITIONAL INSURED:**

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

**CANCELLATION NOTICE:**

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

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

COMPANY NAME: Paragon Ready Mix



**PROOF OF INSURANCE COVERAGE:**

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested. If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

**LETTER VERIFICATION:**

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

**FINAL INSURANCE CERTIFICATE SUBMISSION:**

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

**LOCAL PREFERENCE:**

The City of Troy reserves the right to award a contract to a local business, one which pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible nonlocal bidder, then the local vendor is given one chance to match the low bid.

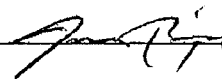
COMPANY NAME: Paragon Ready Mix

**SIGNATURE PAGE**

**PRICES:** Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices are to remain firm for the entire contract period.

The contract contains an option to renew for one additional year through mutual consent, within 90 days of contract termination under the same pricing structure, terms, and conditions. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City.

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



**NOTE:**

The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addendum as issued.

COMPANY Paragon Ready Mix

ADDRESS 48000 Hixson Ave. CITY Utica STATE MI ZIP 48317

TELEPHONE NO. (586) 731-8000 FAX NO. (586) 731-5364

REPRESENTATIVE'S NAME Jason Piper

(Print)

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

TERMS Net 30 Day WARRANTY N/A

E-MAIL jpiper@paragonreadymix.com DELIVERY TIME: 48 hr Notice

**EXCEPTIONS:**

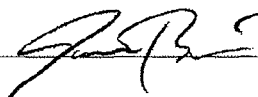
Any exceptions, substitutions, deviations, etc. from the City specifications and this proposal must be stated below. The reason for the exception(s), deviation(s), or substitution(s) is an integral part of this bid offer:

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

**ACKNOWLEDGEMENT:**

I, Jason Piper, 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.mitn.info](http://www.mitn.info) and is an official copy of the Authorized Version.

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





## Legal Status of Bidder:

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

\_\_\_\_\_

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

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

~~\_\_\_\_\_~~

*Over*



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Ken Neihs, being duly sworn deposed, says that he/she is  
(Print Full Name)  
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], President  
SIGNATURE OF PERSON SUBMITTING BID

[Signature]  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 20 day of MAY, 2020 in and for  
MACOMB County.

My commission expires: 3-28-2023



**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.

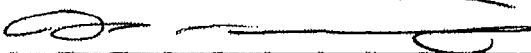
☒ *I am able to certify to the above statements.*

Paragon Ready Mix

Name of Agency/Company/Firm *(Please Print)*

Ken Neihsl, President

Name and title of authorized representative *(Please Print)*



Signature of authorized representative

5/20/20

Date

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



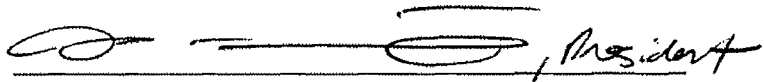
**VENDOR CERTIFICATION  
THAT IT IS NOT AN  
"IRAN LINKED BUSINESS"**

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	Paragon Ready Mix
Street Address	48000 Hixson Ave.
City	Utica
State, Zip	MI, 48317
Corporate I.D. Number/State	
Taxpayer I.D. #	27-1435657

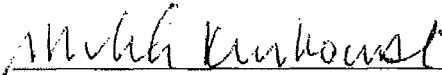
The undersigned, with: 1.)full knowledge of all of Vendors business activities, 2.)full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies 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:

 President

Printed Name of Vendor's Authorized Agent: Ken Neihs

Witness Signature:



Printed Name of Witness: Mitch Kurkowski



CITY OF TROY  
ELECTRONIC BID PROPOSAL

ITB-COT 20-19  
Page 1 of 6

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

COMPANY NAME: Superior MATERIALS LLC

**Proposal A- Week Day Delivery**

Item	Est Qty (yds)	Description	Unit Price
1.	600	6 Sack Mix	\$ <u>127</u> /cu yd
2.	200	7 Sack Mix	\$ <u>133</u> /cu yd
3.	50	12 Hour 300 PSI Mix- Flexural Strength/7 Sack	\$ <u>140</u> /cu yd
<b>Split Load Charges</b>			
4a.	20 Times	2 Locations	\$ <u>    </u> ea
4b.	5 Times	3 Locations	\$ <u>    </u> ea
5.	20 Times	Below Minimum Load Charge	\$ <u>95.00</u> ea
6.	20	Cold Weather Protection	\$ <u>7.25</u> /cu yd

**Proposal B- Saturday Delivery**

Item	Est Qty (yds)	Description	Unit Price
1.	25	6 Sack Mix	\$ <u>134.00</u> /cu yd
2.	25	7 Sack Mix	\$ <u>140.00</u> /cu yd
3.	25	12 Hour 300 PSI Mix- Flexural Strength/7 Sack	\$ <u>147.00</u> /cu yd
<b>Split Load Charges</b>			
4a.	5 Times	2 Locations	\$ <u>    </u> ea
4b.	5 Times	3 Locations	\$ <u>    </u> ea
5.	5 Times	Below Minimum Load Charge	\$ <u>95.00</u> ea
6.	5	Cold Weather Protection	\$ <u>7.25</u> /cu yd

Unloading Time Per Cubic Yard: 6 MINUTE

Minimum Load: 2 YARDS

Hours of Operation: 7am - 5pm

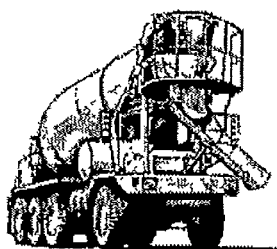
24 Hour Emergency Phone Number: DAVE MORANT 248-804-4939  
SHILLY ORLANDO 248-640-0029

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

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

**INFORMATION:** For additional general information or questions about this project, please contact Kaitlin Sackner at (248) 524-3376 between the hours of 8:00 a.m. and 4:30 p.m.

*\*SEE ADDITIONAL ATTACHED QUOTE FOR EXTRA CHARGES\**



**Concrete Order Desk**  
Toll Free 888-988-4400

**SERVING ALL OF SOUTHEASTERN  
MICHIGAN**



**CITY OF TROY READY MIX CONCRETE 2020**

**READY MIXED CONCRETE**

**Price List  
2020**

Mix Design Strength (Based on 4" Slump)

MDOT PI 6.0 Sack	\$ 127.00 /cyd
MDOT HE 7.0 Sack	\$ 133.00 /cyd
MDOT 12hr/300 flex 7.0 Sack	\$ 140.00 /cyd

**MINIMUM LOAD CHARGES**

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

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

**ADDITIONAL SERVICE CHARGES**

Monday through Friday — loads before 7:00 AM & After 5:00 PM	ADD \$ 7.25 per cubic yard, plus \$2,000.00 Plant opening charge
Saturday — loads between 7:00 AM — 12 Noon	ADD \$ 7.25 per cubic yard, plus \$2,000.00 Plant opening charge if necessary*
Saturday — loads Before 7:00 AM & after 12 Noon	ADD \$ 7.25 per cubic yard, plus \$2,500.00 plant opening charge
* Opening plants for Saturday deliveries is volume dependent with a minimum plant target production level. In the event the minimum target yardage is not obtained the plant opening charge will apply.	
Sunday or Holiday Delivery — all loads	ADD \$ 18.00 per cubic yard, plus \$3,500.00 plant opening charge
Unloading time allowance is 6 minutes per cubic yard	
Unloading time in excess of 6 minutes per cubic yard:	\$ 120.00 / hour (\$ 2.00 per minute)
Split Load (Per extra stop)	\$ 125.00
Extra Load Charge (Applies if customer required 2 loads for orders of 9 yards or under)	Min-Load charges apply
Pump Prime Grout	\$ 231.00
Washout charge — color purchased from Superior Materials	\$ 125.00 / truck
Washout charge — color not purchased from Superior Materials	\$ 200.00 / truck
Fuel Surcharge	Variable rate

**SEALERS, CURING COMPOUNDS, SURFACE TREATMENTS \*\***

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

*Please contact us for all other Concrete Product Needs*





## CLEAR PLASTIC VISQUEEN

10' x 100' (6 Mil)	\$ 65.00 Each
20' x 100' (6 Mil)	\$ 110.00 Each

## REINFORCEMENT PRODUCTS

3/8" x 20' (#3) Rebar	\$ 7.50 Each
1/2" x 10' (#4) Rebar	\$ 7.50 Each
1/2" x 20' (#4) Rebar	\$ 13.50 Each
5/8" x 20' (#5) Rebar	\$ 25.00 Each
Commercial Poly Fiber 1.5#	\$ 9.50 /yd
Residential Poly Fiber 1.0#	\$ 9.50 /yd
Steel Fibers	Quoted upon request

## ADMIXTURES

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

## EXPANSION JOINT

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

## WINTER SERVICE CHARGES

November 1<sup>st</sup> through April 15<sup>th</sup>

Under 7 yards ADD \$ 8.00 per yard plus minimum load charge  
7 yards or more ADD \$ 8.00 per yard

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

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

## DECORATIVE CONCRETE MATERIALS

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

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

**TERMS:** Net 30 days.

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

*THE ABOVE PRICES SHALL APPLY TO ALL JOBS UNLESS SPECIFICALLY QUOTED OTHERWISE.*

*SUPERIOR MATERIALS SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE DUE TO STRIKES, RAW MATERIAL SHORTAGES, FIRE, LOCKOUTS, ACCIDENTS OR ANY OTHER CAUSES BEYOND OUT CONTROL.*

*ALL PRICES SUBJECT TO CHANGE WITHOUT NOTICE.*

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

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

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

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

**CONTRACT FORMS:**

Bidders should complete and sign the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment, the Certification regarding "Iran Linked Business" and the Familial Disclosure Forms and return with your bid proposal. Due to COVID-19 restrictions the City is waiving Notary requirements; but note that all forms must be signed and dated.

**DELIVERY:** The contractor will be notified as to the quantity needed before noon on the day prior to the desired delivery date. Delivery will be expected at the time requested as long as the minimum notification is given. The successful bidder(s) will provide continuous delivery until the order is complete.

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

**APPROVED ALTERNATES:** The City of Troy's designated department representative or his/her designee will review all items submitted for consideration as approved alternates. Their decision as to acceptability will be deemed in the City of Troy's best interest and will be final.

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

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

**REFERENCES:** The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company.

COMPANY NAME: \_\_\_\_\_

Superior MATERIALS LLC

COMPANY: MACOMB COUNTY ROAD COMMISSION  
ADDRESS: CLINTON STREET CENTER  
CONTACT: SHAW  
PHONE: 586-791-3081 EMAIL: \_\_\_\_\_

COMPANY: WAYNE COUNTY DPS  
ADDRESS: DPS  
CONTACT: KEVIN LUNN  
PHONE: 734-576-9607 EMAIL: \_\_\_\_\_

COMPANY: CITY OF TROY  
ADDRESS: DPW  
CONTACT: NICK HARTZKE  
PHONE: 586-709-0880 EMAIL: \_\_\_\_\_

**INSURANCE REQUIREMENTS:**

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

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

☒ We can meet the specified insurance requirements.

☐ We cannot meet the specified insurance requirements.

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

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

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

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

COMPANY NAME: SUPERIOR MATERIALS LLC

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

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

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

**INSURANCE VERIFICATION:**

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

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

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

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

**ADDITIONAL INSURED:**

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

**CANCELLATION NOTICE:**

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

City of Troy  
Purchasing Manager  
500 West Big Beaver  
Troy, MI 48064

COMPANY NAME:

Superior MATERIALS LLC

**PROOF OF INSURANCE COVERAGE:**

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested. If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

**LETTER VERIFICATION:**

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

**FINAL INSURANCE CERTIFICATE SUBMISSION:**

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

**LOCAL PREFERENCE:**

The City of Troy reserves the right to award a contract to a local business, one which pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible nonlocal bidder, then the local vendor is given one chance to match the low bid.

COMPANY NAME:

Superior MATERIALS LLC

### SIGNATURE PAGE

**PRICES:** Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices are to remain firm for the entire contract period.

The contract contains an option to renew for one additional year through mutual consent, within 90 days of contract termination under the same pricing structure, terms, and conditions. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

**NOTE:**

The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addendum as issued.

COMPANY Superior MATERIAL LLC

ADDRESS 30201 W 10 Mile CITY Farmington Hills STATE MI ZIP 48376

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

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

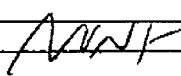
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE 

TERMS NFT 30 WARRANTY \_\_\_\_\_

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

**EXCEPTIONS:**

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



**ACKNOWLEDGEMENT:**

I, John M. Werner, certify that I have read the *Instructions to Bidders* (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, [www.mitn.info](http://www.mitn.info) and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE 



**CITY OF TROY  
SPECIFICATIONS  
TRANSIT MIXED CONCRETE**

**1.0     GENERAL**

1.01 The Contractor shall furnish all materials and shall provide all other means that may be necessary to complete all the work in conformity in all respects to the requirements as set forth in these specifications.

1.02 The Contractor shall interfere as little as possible with the convenience of the public during the progress of the work.

1.03 The supplier shall provide portland cement concrete mixtures for the city that are resistant to excessive expansion caused by alkali-silica reactivity (ASR).

**2.0     Concrete:**

**Materials**

**2.01.01     Water**

Water used for concrete shall be free from oil, acid alkali, organic matter and any other deleterious substances. If City water is used in the concrete, all necessary permits shall be obtained from the City Water Department.

**2.01.02     Cement**

Cement for pavement and curb concrete shall conform to the latest revision of A.S.T.M. specification for "Air Entraining Portland Cement" Type 1A, 1S-A, 1(SM)-A. Cement of only one type shall be used throughout the work.

**2.01.03     Fine Aggregate**

The fine aggregate shall meet the 2003 MDOT Standard Specification for No. 2NS Natural Sand.

**2.01.04     Coarse Aggregate**

The coarse aggregate shall meet the 2003 MDOT Standard Specification for No. 6A Coarse Aggregate.

**2.01.05     Admixtures**

Air entraining admixtures shall conform to the current requirements of the A.S.T.M. Specification for air-entraining admixtures for concrete. 35 HE shall be used for concrete pavement patching in accordance with 2003 MDOT. Table 6012 Concrete Pavement Mixtures of 7 Sacks (658 lbs. per cu. yd.) for local Rd. and Type P-NC concrete patch mixture shall be used for concrete pavement patching in accordance with 2003 MDOT ( 603-02) for Major Rd only.

**2.01.06     Transit Mixed Concrete**

The City must approve all transit mixed concrete suppliers. The Contractor must furnish the Designated City Representative with a ticket for each load of transit mix delivered, properly signed by the transit plant inspector, showing all of the required information, including water content, cement content, and the time the truck left the plant.

Absolutely no water shall be added to the transit mixer after leaving the plant without approval of the Designated City Representative. Any water added shall be noted on the ticket.

2.01.07 Cleaning the Mixer

In no case shall the mixer be flushed out into the street pavement, in a catch basin or sewer manhole, or in any public right-of-way.

3.0 GENERAL

These specifications are intended to describe the nature of materials required to construct concrete pavement, curbs and drainage structures.

3.01 MATERIALS

3.01.01 Water

Water used for concrete shall be free from oil, acid, alkali organic matter and any other deleterious substances.

3.01.02 Cement

Cement for pavement and curb concrete shall conform to the latest revision of A.S.T.M. (American Society for Testing Materials) specifications for "Air-Entraining Portland Cement", C-175, Type 1-A and Type III-A.

3.01.03 Coarse Aggregates

Coarse aggregates shall be gravel, crushed stone, or slag, all of which shall conform to the requirements of Section 7.01.02 of the M.D.O.T. Standard Specifications. 4A, 6A, or 6AA may be used.

3.01.04 Admixtures

Air entraining, admixtures shall conform to the current requirements of A.S.T.M., Specification for Air-Entraining Admixtures for Concrete, C260.

When admixtures are used to attain early traffic opening, a minimum mix of 6 sacks of cement is to be used per cubic yard. This material shall meet the requirements of Section 4.52 of the M.D.O.T. standard specification for a pavement intended to be open to traffic within 8 hours of casting. This material will be periodically subjected to testing to determine if it meets the requirements of Section 7.01.04, M.D.O.T. standard specification regarding an attained flexural strength of 300 P.S.I.

4.0 MIX DESIGN

Concrete to be used for pavement construction shall meet the following requirements: Minimum cement content 6-sacks/cubic yard.

Minimum water content (incl. Free moisture) 5.5 gallons/sack.

Approximate mix proportions 1; 2;  $\frac{3}{4}$ .

Minimum 28-day compression strength 4000 P.S.I.

Modulus of rupture: 7 days – 500 P.S.I.

28 days – 650 P.S.I.

Entrained Air: 6% plus or minus 1%

Slump: 4"



5.0 RECORDS

Load tickets shall be issued to the truck operator at the plant for each load. Each ticket shall bear the time the load left the plant, and the quantity of the load. Loads that do not arrive in satisfactory condition and within reasonable time limits, will not be used in the work.

6.0 CONCRETE STRENGTH

Concrete cylinder and beam test specimens will be made at intervals from various transit loads.

Test specimens will be made by the City and tested in compression according to City procedures, which are based, and modifications of, the Method of Making and Curing Concrete, Compression and Flexure Specimens in the Field, A.S.T.M., C-39.

7.0 CONDITIONS

An independent testing laboratory at the request of the City will certify compliance with specifications. All costs for testing will be paid for by the bidder.

Prices quoted for delivered concrete do not apply while frost laws are in effect unless weight limits allow a full load over a suitable route between the plant and delivery site.

Deliveries will be made to any point within the City.

## SPECIAL PROVISION FOR EVALUATION OF CONCRETE MIXTURES FOR POTENTIAL ALKALI-SILICA REACTIVITY

**Description:** The Contractor shall provide portland cement concrete mixtures for the project that are resistant to excessive expansion caused by alkali-silica reactivity (ASR). The evaluation as to the resistance of submitted concrete mixtures to excessive expansion caused by ASR shall be by the Owner as described herein. This Special Provision is supplemental to all other sections within this specification related to the construction of concrete items for the project.

**Materials:**

Portland Cement	ASTM C 150
Fine Aggregate	ASTM C 33
Coarse Aggregate	ASTM C 33
Ground Granulated Blast Furnace Slag- Grade 100,200	ASTM C 989

**Construction Methods:** One week after the Owner awards this project, the Contractor shall supply to the Owner all preliminary concrete mix designs and a list and location of their suppliers for concrete materials. This includes concrete manufactured both by transit mix suppliers and by the Contractor's own batch plant. In addition to review of the mixtures for compliance related to the individual specification section for the type of concrete for which the mixture is intended to be used, the Owner shall evaluate the mixtures for the potential for excessive expansion caused by ASR to occur. Included in the Owner's evaluation shall be the City Representative's review of any previous testing on the material sources intended to be used for both the fine and coarse aggregates for the concrete mixtures. The previous testing may be from the City Representative's records from other projects or from records provided by the Contractor with the mix design(s).

If, based on the City Representative's evaluation, testing of the fine and / or coarse aggregate, as described in this specification, is determined by the Owner to be necessary to make this evaluation, the Owner shall perform such testing. The Owner shall have access to all materials, including aggregate pits, in order to obtain samples for such testing. If determined to be necessary, the Owner shall perform the following test using the fine and/or coarse aggregates proposed for each concrete mixture: ASTM C 1260 – Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar – Bar Method). All samples submitted for testing per ASTM C 1260 shall first be tested to establish conformance to the required material specification for gradation. All samples submitted shall meet the required material specification for gradation prior to be submitted for testing per ASTM C1260.

If a mortar bar cast and tested per ASTM C 1260 produces an expansion of less than 0.10%, the fine or coarse aggregate used to construct the mortar bar shall be considered to be "innocuous" (per Appendix X1 of ASTM C-33). Concrete mixtures that include both fine and coarse aggregates considered to be innocuous shall be considered to be resistant to excessive expansion caused by ASR. Such concrete mixtures shall not require any mitigation pertaining to ASR and shall then be subject to approval based on the applicable section of this specification for the type of concrete being placed.

If a mortar bar cast and tested per ASTM C 1260 produces an expansion of 0.10% or greater, the fine or coarse aggregate used to construct the mortar bar shall be considered to be "potentially reactive". Concrete mixtures that contain either fine or coarse aggregates considered to be potentially reactive will require mitigation with respect to ASR by Methods 1, 2 or 3 indicated herein.

## SPECIAL PROVISION/ CONCRETE MIXTURES

Specifications: Continued

Page 2 of 3

Method 1. Use of a cement with an alkali level of less than 0.60% expressed as equivalent sodium oxide (percent  $\text{Na}_2\text{O} + 0.658 \times \text{percent K}_2\text{O}$ ).

Method 2. Substitution of a portion of the cement with Ground Granulated Blast Furnace Slag (GGBFS) Grade 100 or 200 (ASTM C 689).

For Method 1, a copy of the most recent mill test report shall be submitted to verify the alkali level of the cement. If the alkali level is shown to be less than 0.60% expressed as equivalent sodium oxide (percent  $\text{Na}_2\text{O} + 0.658 \times \text{percent K}_2\text{O}$ ), the mixture shall be considered to be resistant to excessive expansion due to ASR and shall then be subject to approval based on the applicable section of this specification for the type of concrete being placed.

For Method 2, the maximum substitution of cement with the GGBFS permitted shall be **20% by weight of total cementitious material (cement plus GGBFS)**.

For Method 2, the effectiveness of the proposed cement-GGBFS combination to resist the potential for excessive expansion caused by ASR for each aggregate that is considered to be potentially reactive shall be demonstrated. To demonstrate the effectiveness of the proposed cement-GGBFS combination, the City Representative shall construct and test mortar bars per ASTM C 1260 using each fine or coarse aggregate that has been considered to be potentially reactive and the proposed cement-GGBFS combination for the concrete mixture. If a mortar bar constructed of these materials produces an expansion of less than 0.10%, concrete mixtures containing the proposed cement-GGBFS combination used in the mortar bar shall be considered to be resistant to excessive expansion due to ASR for the aggregate used in the mortar bar. Such concrete mixtures shall then be subject to approval based on the applicable section of this specification for the type of concrete being placed.

If a mortar bar constructed of an aggregate that is considered to be potentially reactive and the proposed cement-fly ash or cement-GGBFS combination proposed for mitigation per Method 2 produces an expansion of 0.10% or greater, concrete mixtures containing these materials shall not be considered resistant to the potential for excessive expansion due to ASR for the aggregate used in the subject mortar bar and shall be rejected.

Concrete mixtures that contain aggregates that are considered to be potentially reactive, as described in this specification, and that have been demonstrated to have been successfully mitigated to be resistant to excessive expansion caused by ASR, as described herein, shall then be subject to approval based on the applicable section of this specification for the type of concrete being placed.

Concrete mixtures containing fine and/or coarse aggregates for which there is previous testing per ASTM C 1260, either from the City Representative's records or from records provided by the Contractor with the mix design(s), shall be subject to the same criteria for consideration as being resistant to excessive expansion due to ASR or requiring mitigation with respect to ASR as described herein.

If the Contractor intends to change suppliers after the evaluation and/or Mortar-Bar tests are performed, the Contractor shall inform the City Representative immediately, but not less than forty-five (45) days prior to concrete batching. Upon notification, all concrete work will be postponed, without any additional costs or extension of time allowed by the City Representative, until evaluation of the new mixtures and testing of the new materials, if needed, have been completed.

The City Representative will be testing the concrete that is delivered to the project site so as to insure that the approved mix design is being followed.

SPECIAL PROVISION/ CONCRETE MIXTURES

Specifications: Continued

Page 3 of 3

Basis of Payment: The cost for this work is considered to be incidental to the provision of concrete for which the concrete mixture is proposed and/or used. If, during the testing process, it is determined that alkali-silica reaction (ASR) is not a condition that requires mitigation, the Contractor will not be entitled to any compensation whatsoever, for assisting the City Representative in addressing the ASR issue.

**END SECTION**



## Legal Status of Bidder:

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

A **corporation** duly organized and doing business under the laws of the State of Michigan for whom John M. Winkler, bearing the office title of Director of Purch, whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

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

~~\_\_\_\_\_  
\_\_\_\_\_~~

~~\_\_\_\_\_  
\_\_\_\_\_~~



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

John M. Warren, being duly sworn deposed, says that he/she is  
(Print Full Name)  
Director of SAH. 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

Theresa M. Russell  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 13 day of MAY, 2020 in and for  
Oakland County.

My commission expires: 2/10/2023

THERESA M. RUSSELL  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Feb 10, 2023  
ACTING IN COUNTY OF

Oakland



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

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

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

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

☒ I am able to certify to the above statements.

Superior Materials LLC  
Name of Agency/Company/Firm (Please Print)

JOHN M. WEAVER DIRECTOR OF SALES  
Name and title of authorized representative (Please Print)

[Signature]  
Signature of authorized representative

5/12/20  
Date

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



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

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

Vendor	
Legal Name	Superior MATERIALS LLC
Street Address	30701 W 10 MILE ST #500
City	FARMINGTON HILLS
State, Zip	MICH 48333
Corporate I.D. Number/State	ME 016434
Taxpayer I.D. #	59-3838910

The undersigned, with: 1.) full knowledge of all of Vendors business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent:

Printed Name of Vendor's Authorized Agent:

JOHN M. WARNER

☒ Witness Signature:

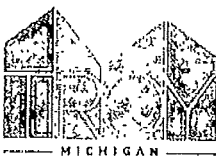
Theresa M. Russell

Printed Name of Witness:

Theresa M. Russell

G:\BidLanguage\_IranLinkedBusiness





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

The undersigned, the owner or authorized officer of Superior MATHEMATICS (the "Proposer"), pursuant to the familial disclosure requirement provided in the Request for Proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employees of CITY OF TROY and any member of the City of Troy City Council or City of Troy management.

**List any Familial Relationships:**

**BIDDER:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

4  
STATE OF MICHIGAN )

)ss.

COUNTY OF OAKLAND )

This instrument was acknowledged before me on the 13 day of MAY, 2020, by

Theresa M. Russell

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

Oakland



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: May 27, 2020

To: Mark F. Miller, City Manager

From: Bob Bruner, Assistant City Manager  
Lisa Burnham, Accounting Manager  
Kurt Bovensiepe, Public Works Director  
Scott Carruthers, Streets & Drains Operations Manager  
MaryBeth Murz, Purchasing Manager

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

### History

- Transit mix concrete is concrete mixed at a plant and brought to a job site by a concrete truck. The Department of Public Works uses transit mixed concrete throughout the year for repairs to the City's infrastructure, which includes sidewalks, curbs, and roads.
- The City of Troy uses the most current mix design to ensure Alkali Silica Reactivity (ASR) is avoided in all new concrete placed.
- Transit mixed concrete is purchased on an as needed basis throughout the year.
- The current contract expired May 31, 2020.

### Purchasing

On May 21, 2020, a bid opening was conducted as required by City Charter and Code for Transit Mixed Concrete. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; [www.mitn.info](http://www.mitn.info) and was sent to the Troy Chamber of Commerce. Two Hundred and Six (206) vendors were notified of the bid opportunity via the MITN website. Two (2) bid proposals were received. Below is a detailed summary of potential vendors for both bid opportunities.

Companies notified via MITN	206
Troy Companies notified via MITN	2
Troy Companies notified Active email Notification	2
Troy Companies Active Free	0
Companies that viewed the bid	5
Troy Companies that viewed the bid	0

**MITN** provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.

**Active MITN** members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.

**Active MITN non-paying members** are responsible to monitor and check the MITN website for opportunities to do business with the City.

**Inactive MITN member** status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

- The award will include a primary and secondary supplier. In the event the primary supplier is unable to provide materials as specified, the secondary supplier will be contacted.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

- The award is contingent upon contractors' submission of properly executed bid documents, insurance certificates, and all other specified documents.

### **Financial**

Funds are budgeted and available in the General Fund under the Public Works Department operating budgets for the Streets, Water, and Parks Divisions for the 2020/2021 fiscal years.

### **Recommendation**

City management recommends awarding a one (1) year contract to provide Transit Mixed Concrete with an option to renew for one (1) additional year to the low bidder *Paragon Ready Mix of Utica, MI* as the primary supplier and *Superior Materials, LLC of Farmington Hills, MI* as the secondary supplier as per the unit prices listed in the bid tabulation opened May 21, 2020; to be ordered on as needed basis; contracts expiring April 30, 2022.

Opening Date: 5/21/2020  
Date Reviewed - 5/21/2020

CITY OF TROY  
BID TABULATION  
TRANSIT MIXED CONCRETE

ITB-COT 20-19  
Pg. 1 of 1

VENDOR NAME:	Paragon Ready Mix	Superior Materials, LLC
CITY:	Utica, MI	Farmington Hills, MI

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

ITEM	QTY		DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
PROPOSAL A: WEEKDAY DELIVERY							
1	600	Yds	6 Sack Mix	\$124.00	\$74,400.00	\$127.00	\$76,200.00
2	200	Yds	7 Sack Mix	\$131.00	\$26,200.00	\$133.00	\$26,600.00
3	50	Yds	12 Hour 300 PSI Mix- Flexural Strength/7 Sack	\$138.00	\$6,900.00	\$140.00	\$7,000.00
<u>SPLIT LOAD CHARGES</u>							
4a	20	Times	2 Locations	\$60.00	\$1,200.00	No Bid	
4b	5	Times	3 Locations	\$60.00	\$300.00	No Bid	
5	20	Times	Below Minimum Load Charge	\$80.00	\$1,600.00	\$95.00	\$1,900.00
6	20		Cold Weather Protection	\$7.00	\$140.00	\$7.25	\$145.00
ESTIMATED TOTAL PROPOSAL A:				\$110,740.00		\$111,845.00	
PROPOSAL B: SATURDAY DELIVERY							
1	25	Yds	6 Sack Mix	\$131.00	\$3,275.00	\$134.00	\$3,350.00
2	25	Yds	7 Sack Mix	\$138.00	\$3,450.00	\$140.00	\$3,500.00
3	25	Yds	12 Hour 300 PSI Mix- Flexural Strength/7 Sack	\$145.00	\$3,625.00	\$147.00	\$3,675.00
<u>SPLIT LOAD CHARGES</u>							
4a	5	Times	2 Locations	\$60.00	\$300.00	No Bid	
4b	5	Times	3 Locations	\$60.00	\$300.00	No Bid	
5	5	Times	Below Minimum Load Charge	\$80.00	\$400.00	\$95.00	\$475.00
6	5		Cold Weather Protection	\$7.00	\$35.00	\$7.25	\$36.25
ESTIMATED TOTAL PROPOSAL B:				\$11,385.00		\$11,036.25	
ESTIMATED GRAND TOTAL:				\$122,125.00		\$122,881.25	

Unloading Time Per Cubic Yard:		6 minutes	6 minutes
Minimum Load:		1 cy	2 yards
Hours of Operation:		7am - 5pm (7am - 11am (Sat)	7am - 5pm
24 Hour Emergency Phone No:		586-484-6804	248-804-4939 248-640-0029
References:	Y or N	Y	Y
Insurance Met:	Y or N	Y	Y
Warranty:	Y or N	N/A	N/A
Payment Terms:		Net 30 Days	Net 30
Exceptions:	Y or N	N	N
Acknowledgement:	Y or N	Y	Y
Forms:	Y or N	Missing Familial Disclosure	Y

**ATTEST:**

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

Kaitlin Sackner  
Beth Zaccardelli  
MaryBeth Murz  
Kristine Kallek  
Jackie Ahlstrom

MaryBeth Murz  
Purchasing Manager

**STANDARD PURCHASING RESOLUTION 2 – Award to Low Bidders**  
**Meeting Specifications – Transit Mixed Concrete**

RESOLVED, That Troy City Council hereby awards a one (1) year contract to provide Transit Mixed Concrete with an option to renew for one (1) additional year to the low bidder meeting specifications; *Paragon Ready Mix of Utica, MI* as the primary supplier and *Superior Materials, LLC of Farmington Hills, MI* as the *secondary supplier* as per the unit prices listed in the bid tabulation opened May 21, 2020; to be ordered on as needed basis; contracts expiring April 30, 2022.

BE IT FINALLY RESOLVED, That the awards are contingent upon the contractors' submission of properly executed bid documents, insurance certificates and all other specified requirements.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/09/2020

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

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

PRODUCER  
Aon Risk Services, Inc. of Florida  
13901 Sutton Park Drive South  
Suite 360 - Building C  
Jacksonville FL 32224 USA

CONTACT NAME:  
PHONE (A/C. No. Ext): (904) 724-2001 FAX (A/C. No.): (904) 223-0797  
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED  
Superior Materials, LLC  
30701 W. 10 Mile  
Suite 500  
Farmington Hills MI 48333 USA

INSURER A: Liberty Mutual Fire Ins Co

23035

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

REVISION NUMBER:

CERTIFICATE NUMBER: 570082181523

## COVERAGES

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

INSR LTR		TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY				TB2651291674059	12/01/2019	12/01/2020	EACH OCCURRENCE	\$2,000,000
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
									MED EXP (Any one person)	\$10,000
									PERSONAL & ADV INJURY	\$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$4,000,000
		POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COM/OP/AGG	\$4,000,000
		OTHER:								
A		AUTOMOBILE LIABILITY				AS2651291674039	12/01/2019	12/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
	X	ANY AUTO							BODILY INJURY (Per person)	
		OWNED AUTOS ONLY							BODILY INJURY (Per accident)	
		HIRED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	
		UMBRELLA LIAB							EACH OCCURRENCE	
		EXCESS LIAB							AGGREGATE	
		OCCUR								
		CLAIMS-MADE								
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WA265D291674069	12/01/2019	12/01/2020	X PER STATUTE	\$1,000,000
		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
									E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Troy including Architects and Engineers, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees, and volunteers are included as Additional Insureds in accordance with the policy provisions of the General Liability and Automobile policies. General Liability and Automobile evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. General Liability and Automobile evidenced herein is Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of additional insureds in accordance with the policy provisions of the General Liability, Automobile and Workers Compensation policies. 30

## CERTIFICATE HOLDER

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

*Aon Risk Services Inc. of Florida*

Holder Identifier :

Certificate No : 570082181523

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The ACORD name and logo are registered marks of ACORD



AGENCY CUSTOMER ID: 570000048719

LOC #:

**ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY Aon Risk Services, Inc. of Florida		NAMED INSURED Superior Materials, LLC	
POLICY NUMBER See Certificate Number: 570082181523			
CARRIER See Certificate Number: 570082181523	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

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

Additional Description of Operations / Locations / Vehicles:

days notice of cancellation except 10 days for non-payment of premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – 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 writing in a contract or agreement 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:

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

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

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 contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "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:
  - 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.



2. "Bodily injury" or "property damage" occurring after:

- a. 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
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

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

### **SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b>
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-651-291674-039  
Issued by: Liberty Mutual Fire Insurance Co.

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

**DESIGNATED INSURED - NONCONTRIBUTING**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIERS 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.

**Schedule**

**Name of Person(s) or Organizations(s):**

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

**Regarding Designated Contract or Project:**

Any written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring

Each person or organization shown in the Schedule of this endorsement 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.

**The following is added to the Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.



PARAG-4

OP ID: TE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/09/2020

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

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

PRODUCER Oakland Insurance Agency 8031 M-15, Ste. 100 Clarkston, MI 48348 Jason McHugh	248-647-2500	CONTACT NAME:	
		PHONE (A/C, No, Ext): 248-647-2500	FAX (A/C, No): 248-647-4689
		E-MAIL ADDRESS: certrequest@oaklandinsurance.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : EMC Insurance Companies	21415
		INSURER B : Accident Fund Ins Co of Amer.	10166
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED  
Paragon Holdings, Inc.  
Paragon Concrete Co  
Paragon Ready Mix Inc.  
Five Little Truckers  
48000 Hixson Ave  
Shelby Twp, MI 48317

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		6D20220	05/01/2020	05/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		6E20220	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			6J20220	05/01/2020	05/01/2021	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV6187372	05/01/2020	05/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Additional insured as required by written contract, City of Troy with respects general liability on a primary and non-contributory basis and automobile liability. A 30 day notice of cancellation will be sent to the certificate holder. Forms: CG7174.3, CG7578

## CERTIFICATE HOLDER

TROYCI1

City of Troy  
500 W. Big Beaver Rd  
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

John J. Browney

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR  
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND  
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

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

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" 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:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

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

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the 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 the 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.

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

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

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**D.** The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**E.** All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

#### A. EXPECTED OR INTENDED INJURY

**Section I – Coverage A**, Exclusion **a.** is amended as follows:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### B. NON-OWNED WATERCRAFT

**Section I – Coverage A**, Exclusion **g.(2)** is amended as follows:

- (2) A watercraft you do not own that is:
  - (a) Less than 60 feet long; and
  - (b) Not being used to carry person(s) or property for a charge;

#### C. EXTENDED PROPERTY DAMAGE COVERAGE

**Section I – Coverage A**, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:
  - (1) insureds;
  - (2) claims made or "suits" brought;
  - (3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.
- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

#### D. PROPERTY DAMAGE – ELEVATORS

**Section I – Coverage A.2. Exclusions** paragraphs **j.(3)**, **j.(4)**, **j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance** is changed accordingly.

## **E. FIRE, LIGHTNING OR EXPLOSION DAMAGE**

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

## **F. MEDICAL PAYMENTS**

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage C., that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

## **G. SUPPLEMENTARY PAYMENTS**

**Supplementary Payments – Coverages A and B** Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## **H. SUBSIDIARIES AS INSURED**

**Section II – Who Is An Insured** is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

## **I. BLANKET ADDITIONAL INSURED – AS REQUIRED BY CONTRACT**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph 2. below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations.

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 the failure to render any professional services by or for you, 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.



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 services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:
- (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
    - (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
    - (b) The construction, erection or removal of elevators; or
    - (c) The ownership, maintenance or use of any elevators covered by this insurance.
  - (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- With respect to the insurance afforded to these vendors, the following additional exclusions apply:
- (1) The insurance afforded any vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by any vendor;
    - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
    - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or
- (ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

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

(1) This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

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

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

(1) "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:

- (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.

(2) "Bodily injury" or "property damage" occurring after:

- (a) 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
  - (b) 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.
- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.
- Their status as additional insured under this endorsement ends when:
- 1. The license granted to you by such person(s) or organization(s) expires; or
  - 2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
- k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
- l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**
- If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS**

**Section II – Who is an Insured, Paragraph 2.a. (1)** is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

**K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE**

**Section II – Who is an Insured, Paragraph 2.a. (1) (d)** is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

**L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

**Section II – Who Is An Insured, Paragraph 3.a.** is replaced by the following:

- 3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

**M. DAMAGE TO PREMISES RENTED TO YOU**

**Section III – Limits of Insurance, Paragraph 6.** is replaced by the following:

Subject to 5.a. above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

**N. MEDICAL PAYMENTS – INCREASED LIMITS**

**Section III – Limits of Insurance, Paragraph 7.** is replaced by the following:

- 7. Subject to Paragraph 5. above, \$10,000 is the Medical Expense Limit we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) \$5,000; or
- (d) A limit higher than \$10,000.

**O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

**Section IV – Commercial General Liability Conditions Paragraph 2.** is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
  - (1) You, if you are an individual or a limited liability company;
  - (2) A partner, if you are a partnership;
  - (3) A member or manager, if you are a limited liability company;
  - (4) An "executive officer" or insurance manager, if you are a corporation; or
  - (5) A trustee, if you are a trust.
- f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
  - (1) You, if you are an individual or a limited liability company;
  - (2) A partner, if you are a partnership;
  - (3) A member or manager, if you are a limited liability company;
  - (4) An "executive officer" or insurance manager, if you are a corporation; or
  - (5) A trustee, if you are a trust.

**P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION**

**Section IV – Commercial General Liability Conditions Paragraph 4. Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

**Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV – Commercial General Liability Conditions Paragraph 6. Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

**R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

**Section IV – Commercial General Liability Condition Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- 1. Your ongoing operations; or
- 2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- 1. Is in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to loss.

**S. MENTAL ANGUISH**

**Section V – Definition 3.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

**T. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.