

CITY COUNCIL MINUTES

April 12, 2021

**Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications –
Asphalt Patching Material - Cold**

Resolution #2021-04-049-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** a contract for seasonal requirements of Asphalt Patching Material – Cold Patch to the local low bidder meeting specifications, *Lakeland Asphalt Corporation of Battle Creek, MI*, for an estimated total cost of \$23,750.00, at the unit price per ton contained in the bid tabulation opened April 1, 2021, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, the cost of which shall not exceed annual budgetary limitations, with the contract expiring April 30, 2022.

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

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. 2021-00001318
DATE: 05/05/2021
PAGE: 1 of 1
FOB DESTINATION

VENDOR NO. 175912

Vendor

LAKELAND ASPHALT CORPORATION
548 AVENUE A
BATTLE CREEK, MI 49037

EXPIRATION DATE
04/30/2022
COUNCIL RESOLUTION
2021-04-049-J-4c

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
250	Ton	Asphalt Patching Materials- Cold Patch Provide seasonal requirements of Asphalt Patching Material - COLD Patch, on an as needed basis not to exceed budgetary limitations as per Scott Carruthers, Streets & Drains Operations Manager, 248-524-3501.	95.0000	\$23,750.00

Entered By: Emily Frontera

\$23,750.00

Special Instructions:

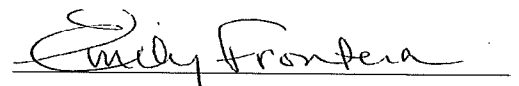
CITY COUNCIL AWARD DATE: 04/12/2021 Deliver Asphalt Patching Materials as per ITB-COT 21-31 bid specifications. CERTIFICATE OF INSURANCE AND ENDORSEMENTS shall be on file for the duration of the contract

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 - 04/01/2021
Date Reviewed - 04/01/2021

CITY OF TROY
BID TABULATION
ASPHALT PATCHING MATERIAL - COLD PATCH

ITB-COT 21-31
Pg 1 of 1

VENDOR NAME:	Lakeland Asphalt Corporation	Ace-Saginaw Paving Co.	Cadillac Asphalt, LLC	Ajax Materials Corporation					
CITY:	Battle Creek, MI	Saginaw, MI	Farmington Hills, MI	Troy, MI					
PROPOSAL: To furnish SEASONAL REQUIREMENTS OF ASPHALT PATCHING MATERIAL - COLD PATCH with a one year renewal									
Proposal A - WEEK DAY DELIVERY									
Description	EST QTY (Tons)	Unit Price	Ext Price	Unit Price	Ext Price	Unit Price	Ext Price	Unit Price	Ext Price
QPR/UPM or Approved Alternate - Delivered	250	\$ 95.00	\$23,750.00	\$ 96.00	\$24,000.00	\$111.00	\$27,750.00	\$115.00	\$28,750.00
Please State Material QPR/ UPM or Approved Alternate:		BMP-7 - Limestone		Not Specified		Not Specified		UPM	
Minimum Load Requirement:		50 tons		50 tons		50 tons		50 tons	
Contact Information:		8AM-4PM (winter hrs) 7AM-5PM (Apr-Dec)		8-12		7AM-3PM		Mon-Fri 8AM-2PM	
Hours of Operation:		269-762-3407		989-737-2863		248-228-6281		248-388-1687	
24 Hour Emergency Phone Number:		Y		Y		Y		Y	
References: Y or N		Y		Y		Y		Y	
Insurance Met: Y or N		Y		Y		Y		Y	
Delivery Time:		24 to 48 hours		2 days		7AM-3PM		24-48 hours	
Payment Terms:		Net 30 days		Net 30		Net 30		Net 30 days upon receipt of invoices	
Warranty:		1 year		Not Specified		N/A		As per UPM's requirements	
Exceptions:		BMP-7 is produced using Bit Mat liquid in lieu of the brand names specified in the bid documents. Please see attached material specs from Bit Mat.		None		None		None	
Acknowledgement:		Y		Y		Y		Y	
Forms:		Y		Y					

ATTEST:
(*Bid Opening conducted via a Go-To Meeting)
Cheryl Stewart
Scott Carruthers
Kaitlin Sackner
Kristine Kallek
Jackie Ahlstrom

Emily Frontera
Purchasing Manager



**CITY OF TROY
BID PROPOSAL**

ITB-COT 21-31
Page 1 of 6

The undersigned proposes to furnish **SEASONAL REQUIREMENTS OF ASPHALT PATCHING MATERIAL - COLD PATCH** with a one year renewal in accordance with the attached bid specifications to be considered an integral part of this proposal, at the following prices.

COMPANY NAME: Lakeland Asphalt Corporation

PROPOSAL A – WEEK DAY DELIVERY

Item	EST QTY (Tons)	Description	Unit Price
1.	250	QPR/UPM or Approved Alternate - Delivered	\$ 95.00 /ton

Please State Material QPR/ UPM or Approved Alternate: "BMP-7 - Limestone"

MINIMUM LOAD (state minimum load requirement): 50 Tons

HOURS OF OPERATION: 8am - 4pm (winter hours) 7am - 5pm (April to Dec.)

24 Hr. EMERGENCY PHONE #: 269-762-3407

ESTIMATED QUANTITIES:

Quantities stated are estimated and not guaranteed. The quantities stated will be used for award purposes only but were based upon an average of actual usage for seasonal requirements. The City of Troy will not be penalized for ordering more or less than the stated quantities.

DELIVERY:

QPR/UPM or approved alternate materials are F.O.B. delivered, freight paid, to the City of Troy DPW Yard, 4693 Rochester Rd., Troy, MI 48085.

INFORMATION:

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

CURRENCY:

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

DOWN PAYMENTS AND PREPAYMENTS:

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

AWARD:

The evaluation and award of this bid shall be a combination of factors, including by not limited to: cost, compliance, and the correlation of the proposal submitted to the needs of the City of Troy.

The City of Troy reserves the right to award this bid to the lowest responsible bidder meeting specifications; to reject low bids that have major deviations from specifications; to accept a higher bid that has only minor deviations; whatever is deemed to be in the City's best interest.

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.

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.

PRICES:

Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices are to remain firm for the entire contract period, which shall commence on the date of award and expire April 30, 2020.

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: City of Battle Creek
ADDRESS: 150 Kendall St., S., Battle Creek, MI 49037
PHONE: 269-589-4381 CONTACT Eric Campbell, Engineering
EMAIL: escampbell@battlecreekmi.gov

COMPANY: Calhoun County Road Department
ADDRESS: 13300 15 Mile Road, Marshall, MI 49068
PHONE: 269-781-9841 CONTACT Kristine Parsons, Dir. of Engineers
EMAIL: kparsons@calhouncountymi.gov

COMPANY: Kalamazoo County Road Commission
ADDRESS: 3801 E. Kilgore Road, Kalamazoo, MI 49001
PHONE: 269-381-3171 CONTACT Mark Worden, Engineering
EMAIL: mworden@kalamazooountyroads.com

COMPANY NAME: Lakeland Asphalt Corporation

PURCHASE ORDER:

After the Troy City Council has approved the award and acceptable insurance certificates received, the successful bidder will be issued a purchase order from the City of Troy, which will create a bilateral contract between the City of Troy and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with the specifications. A contract document will not be issued.

CONTRACT TERMINATION:

The City of Troy shall reserve the right to terminate the contract upon 30 days written notice for any reason deemed to be in its best interest. For performance related issues, the City of Troy designated representative will be solely responsible for determining acceptable performance levels. His / her decision will be deemed in the City of Troy's best interest and will be final.

DEFAULTED VENDORS:

If a vendor has defaulted on a past City of Troy contract, that vendor is precluded from bidding on this contract.

LOCAL PREFERENCE:

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

COMPANY NAME: Lakeland Asphalt Corporation

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

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

☒ We can meet the specified insurance requirements.

☐ We cannot meet the specified insurance requirements.

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

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

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

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

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

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

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

INSURANCE VERIFICATION:

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

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

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

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

COMPANY NAME: Lakeland Asphalt Corporation

ADDITIONAL INSURED:

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

CANCELLATION NOTICE:

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

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

PROOF OF INSURANCE COVERAGE:

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

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

LETTER VERIFICATION:

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

FINAL INSURANCE CERTIFICATE SUBMISSION:

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

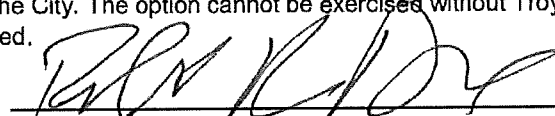
COMPANY NAME: Lakeland Asphalt Corporation

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. The renewal is subject to a favorable market survey and City Council approval. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

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.

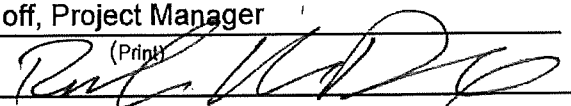
COMPANY Lakeland Asphalt Corporation

ADDRESS 548 Avenue A CITY Battle Creek STATE MI ZIP 49037

TELEPHONE NO. (269) 964-1720 FAX NO. (269) 964-8202

REPRESENTATIVE'S NAME Richard VanDerhoff, Project Manager

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

(Print)


TERMS Net 30 days WARRANTY 1 year

E-MAIL rvanderhoff@lakelandasphalt.com DELIVERY TIME: 24 to 48 hours

EXCEPTIONS:

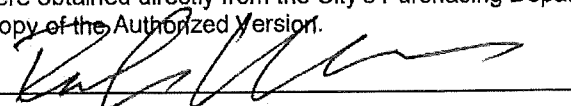
Any exceptions, substitutions, deviations, etc. from the City specifications and this proposal must be stated below. The reason for the exception(s), deviation(s), or substitution(s) is an integral part of this bid offer:

BMP-7 is produced using Bit Mat liquid in lieu of the brand names specified in the bid documents. Please see the attached material specs from Bit Mat.

ACKNOWLEDGEMENT:

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE



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

U.S. FUNDS: PRICES QUOTED SHALL BE IN U.S. CURRENCY.

G: ITB-COT 21-31 Cold patch



**CITY OF TROY
SPECIFICATIONS
ASPHALT PATCHING MATERIAL**

CONDITIONS:

Prices quoted shall not include Federal Excise or State Taxes.

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

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

If applicable, all patching materials that do not meet the minimum requirements of the Michigan Department of State Highways Standard Specifications shall be removed and replaced with suitable material by the bidder at no additional cost to the City.

SPECIFICATIONS:

The Asphalt Patching Material bid under this proposal shall meet all the requirements of the current Michigan Department of Transportation's "Standard Specifications for Highway Construction", as applicable, for the following basic types of asphalt paving and patching materials:

Asphalt Patch Material

Cold Patch or equivalent meeting the MDOT CP-1 Spec or the following ASTM requirements:

Q.P.R./U.P.M.

ASTM D-1310 Flash Point (TOC): 94° C (200° F) Minimum
ASTM D-2170 Kinematics' Viscosity at 60° C (140° F): 300-400 to 300-4000
ASTM D-95 Water: 0.2% Maximum
ASTM D-402 Distillate Test (Volume of original sample)
To 225° C (435° F): None
To 260° C (500° F): 0-5%
To 315° C (600° F): 0-25%
Residue from Distillate at 360 C (680 F):

Residue Tests:
ASTM D-2171 Abs Viscosity at 60° C (140° F): 125-425 Poises
ASTM D-5** (Modified) Penetration: 200 minimum (using cone method)**
ASTM D-113 Ductility at 4° C (39° F) 1cm/min: 100 minimums
ASTM D-2042 Solubility in Trichloroethylene: 99% min

MDOT CP-1

Patching Mixture Shall be composed of a combination of Coarse Aggregate 31A or 31C, Fine Aggregate, Mineral Filler, if required, and Bituminous Material. The material shall be combined in such proportions as to produce a mixture conforming to the following composition limits, in percent byweight.

Passing 3/8-inch sieve	100
Passing No. 8 sieve	35- 70
Passing No. 200 sieve	0- 8
Bitumen	4- 7

Bit Mat Products High Performance Cold Patch Mixing Specifications

Bit-Mat Products' High Performance Cold Patch is a polymer modified, emulsion and aggregate patch repair product. Use BMP cold patch to repair cracks and pot holes in blacktop and concrete- and the surface is ready for traffic dispatch service at (260) 587-9113 for fast delivery of any quantity. Or, to save money on transportation, customers ordering large quantities may purchase the liquid emulsion only. For customers who mix their own cold patch, the following instructions and specifications must be followed.

General instructions

BMP cold patch must conform to standards set by ASTM International (formerly the American Society for Testing and Materials www.astm.org). BMP recommends that cold patch be mixed in various grades, including one grade that will enable a stockpile to remain pliable and workable at -15°F. (For specific instructions on how to create grades, call BMP at (260) 587-9113). If proper mixing instructions are followed, cold patch will be capable of maintaining adhesive qualities in areas which are damp at time of application, and after being stored in an uncovered stockpile for up to 6 months.

Emulsions Specifications

BMP cold patch emulsion conforms to the following ASTM Specifications:

ASTM D-1310	Flash Point (Tap Open Cup)	200°F Minimum
ASTM D-2170	Kisematic Viscosity at 60 degrees C (140 degrees F)	300-4000cst
ASTM D-96	Water	0.2% Maximum
ASTM D-402	Distillate Test (Volume of original sample):	
	To 225°C (437°F)	none
	To 260°C (500°F)	0-5%
	To 315°C (600°F)	0-25%
	Residue from distillate at 360°C (680°F)	72-95%

Tests on residue from distillation:

ASTM D-2171	Absolute viscosity at 60°C (140°F)	125-425 Poises
ASTM D-5	Penetration	200 Minimum
ASTM D-113	Ductility at 4°C (39°F) , 1cm / mm	100 Minimum
ASTM D-2042	Solubility in Trichloroethylene	99.0% Minimum

Aggregate Specification

ASTM C-136 requirements for stone size #89 or #9

Sieve Size (Metric)	#89 Percent Passing	#9 Percent Passing
3/8 inch (9.5 mm)	90-100	100
Number 4 (4.75 mm)	20-55	85-100
Number 8 (2.36 mm)	5-30	10-440
Number 16 (1.18 mm)	0-10	0-10
Number 50 (500 mm)	0-5	0-5

ASTM C-88	Soundness Loss (sodium-5 cycles):	12.0% Maximum
ASTM C-131	Los Angeles Abrasion loss:	40.0% Maximum
ASTM C-117 -200	Sieve (by wash): 2.0%	Maximum
ASTM C-127, 128	Absorption:	1.0%-2.5%
ASTM C-127, 128	Specific Gravity	2.55-2.75

Other Deleterious Meter:

ASTM C-125	Soft Pieces	3.0% Maximum
ASTM C-295	Coal and Lignite	1.0% Maximum
ASTM	Shale, Chert, Shady Material, etc.	2.5% Maximum

Ready To Order?

To order BMP cold patch, call our 24-hour dispatch service at (260) 587-9113, or call the phone numbers below. Send your email to klink@klinktrucking.com for more detailed information, visit us online at www.klinktrucking.com

Composition of Mixture

A mixture of BMP cold patch must consist of an emulsion and aggregate conforming to the specifications on Spec Sheet 3a, and mixed in such a manner as to contain 120lbs. of bituminous material per finished ton (6%). The formula must not vary from the following minimum and maximum ranges:

	Minimum	Maximum
Job mix formula	5.5% (110 lbs/ton)	6.5% (130 lbs/ton)
By Extraction (ASTM D-2173)	3.5%	7.0%

Preparation of Mixture

It may be necessary to heat the component parts to aid the mixing process. The temperature of aggregates SHOULD NOT EXCEED 170°F. The emulsion may be heated to temperatures of 150-225 degrees F in accordance with the instructions of a Bit-Mat Products, Inc. representative. The aggregate and emulsion should then be mixed until all of the aggregate is uniformly coated.

Plant and Equipment

Storage facilities and equipment used in the preparation of the cold patch mixture must be approved by BMP. An approved dryer must be available for drying aggregate when needed. The materials for individual batches must be measured accurately by volume or by weight using approved methods and equipment. A batch type mixer of approved design and capacity should be used to mix the materials. However, approval for the use of a continuous mixer or portable pug mill may be given if it can be shown that satisfactory results will be obtained.

Stripping Test

Immediately after mixing, the mixture must meet the requirements of ASTM 1664, whereby not more than 5% of the aggregate remain uncoated.

Stockpiling

BMP cold patch must be placed on a clean pad of HMA or concrete. Do not permit cold patch to become contaminated with any other materials, including dust, as contamination will shorten stockpile life and reduce workability in sub-freezing temperatures.

Handling Precautions

During the production of BMP cold patch normal industry safety precautions must be observed. As examples, smoking and any other source of ignition, spark or open flame, must be prohibited in the vicinity of mixing operations.

Guarantee

1. 90% of all cold patch will stay in place for the normal life of the surrounding pavement where patches are properly applied (see steps 1-3) and the stockpile is properly stored.
2. Cold patch will remain workable in sub-freezing temperatures when a stockpile is properly maintained.
3. Cold patch will perform well, even in wet conditions
4. Cold patch requires no primer coat.



Legal Status of Bidder:

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

Lakeland Asphalt Corporation

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

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

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

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

_____	_____
-------	-------



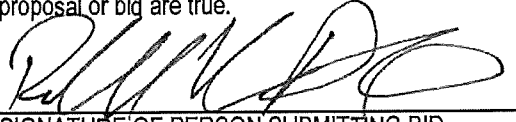
CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Richard VanDerhoff, being duly sworn deposed, says that he/she
(Print Full Name)

is Project Manager. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

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


SIGNATURE OF PERSON SUBMITTING BID


NOTARY'S SIGNATURE

Lakeland Asphalt Corporation 25th day of March, 2021 in and for Calhoun
County.

My commission expires:

02/10/2024

CARLA M BLACK
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF CALHOUN
My Commission Expires February 10, 2024
Acting in the County of Calhoun



**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, and 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.

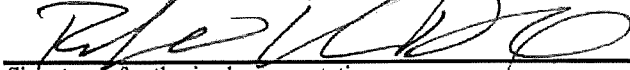
☒ *I am able to certify to the above statements.*

Lakeland Asphalt Corporation

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

Richard VanDerhoff, Project Manager

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



Signature of authorized representative

March 25, 2021

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	Lakeland Asphalt Corporation
Street Address	548 Avenue A
City	Battle Creek
State, Zip	Michigan, 49037
Corporate I.D. Number/State	38-2600186 / Michigan
Taxpayer I.D. #	38-2600186

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: Richard VanDerhoff

Witness Signature:

Printed Name of Witness:

Carla M. Black



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

The undersigned, the owner or authorized officer of Lakeland Asphalt Corporation (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 Lakeland Asphalt Corporation and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

None

BIDDER:

Lakeland Asphalt Corporation

By: 

Its: Project Manager

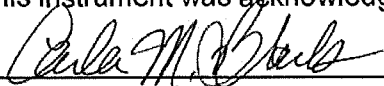
STATE OF MICHIGAN)

)ss.

COUNTY OF Calhoun)

CARLA M BLACK
NOTARY PUBLIC – STATE OF MICHIGAN
COUNTY OF CALHOUN
My Commission Expires February 10, 2024
Acting in the County of Calhoun

This instrument was acknowledged before me on the 25th day of March, 2021, by





500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: April 7, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Lisa Burnham, Controller
Kurt Bovensiepe, Public Works Director
Scott Carruthers, Streets & Drains Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder meeting Specifications
– Asphalt Patching Material – COLD

History

- Asphalt Patching Material – Cold Patch is used on a seasonal basis during colder weather as a temporary patching repair to paved surfaces as needed.
- Usage history for patching material is as follows:

	<u>Quantity (tons)</u>	<u>Price/Ton</u>	<u>Total</u>
2016	150	\$89.79	\$13,442.47
2017	153	\$89.79	\$13,693.87
2018	148	\$100.25	\$14,858.06
2019	160	\$101.00	\$16,168.08
2020	50	\$95.00	\$4,924.80

- The current contract expires on April 30, 2021.

Purchasing

- On April 1, 2021, a bid opening was conducted as required by City Charter/Code and bid proposals were received at the City's request from companies interested in providing seasonal requirements of Asphalt Patching Material – COLD Patch.
- Companies were notified via the Michigan Intergovernmental Trade Network (MITN) www.mitn.info. One Hundred and Thirty-Two (132) vendors were notified via the MITN website.
- Four (4) bid responses were received. Below is a detailed summary of the vendor responses:

Companies notified via MITN	132
Troy Companies notified via MITN	2
Troy Companies notified Active email Notification	2
Troy Companies - Active Free	0
Companies that viewed the bid	8
Troy Companies that viewed the bid	1

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.

- Note that the City specified QPR (Quality Pavement Repair), UPM (Unique Paving Materials), or an approved alternative as acceptable. The low bidder submitted an alternative material, BMP-7 Limestone, which has been reviewed and approved by the Public Works Director.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

- The Asphalt Patching Material – COLD Patch will be ordered as required and on an as needed basis at the price of \$95.00/ton.

Financial

Funds for the purchase of Asphalt Patching Material – Cold Patch are budgeted and available in various Public Works operating budgets for the Streets and Water Divisions for the 2022 Fiscal Year.

Recommendation

City Management recommends awarding a contract for seasonal requirements of Asphalt Patching Material – COLD, to the low bidder meeting specifications, *Lakeland Asphalt Corporation of Battle Creek, MI*, to be purchased on an as needed basis for an estimated total cost of \$23,750.00 at the unit price contained in the bid tabulation opened April 1, 2021, not to exceed annual budget limitations.

**STANDARD PURCHASING RESOLUTION 2 – Award to Low Bidder meeting Specifications
– Asphalt Patching Material - COLD**

RESOLVED, That Troy City Council hereby **AWARDS** a contract for seasonal requirements of Asphalt Patching Material – Cold Patch to the local low bidder meeting specifications, *Lakeland Asphalt Corporation of Battle Creek, MI*, for an estimated total cost of \$23,750.00, at the unit price per ton contained in the bid tabulation opened April 1, 2021, a copy of which shall be ATTACHED to the original Minutes of this meeting, the cost of which shall not exceed annual budgetary limitations, with the contract expiring April 30, 2022.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/15/2021

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

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

PRODUCER Mapes Insurance Agency 2032 Lake Michigan Drive NW Grand Rapids MI 49504	CONTACT NAME: Susan Silvey
	PHONE (A/C, No, Ext): 616-453-8600 FAX (A/C, No):
	E-MAIL ADDRESS: ssilvey@mapesinsurance.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Selective Insurance Company of America
	INSURER B: ABC Self-Insured Workers Compensation Fund
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1832460863 **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 <input checked="" type="checkbox"/> X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	S 235342302	3/1/2021	3/1/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	S 235342302	3/1/2021	3/1/2022	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 <input checked="" type="checkbox"/> RETENTION \$ 0			S 235342302	3/1/2021	3/1/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	LAKEL-C	5/1/2021	4/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Inland Marine			S 235342302	3/1/2021	3/1/2022	Leased/Rentad Equip Deductible \$500,000 \$1,000

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

City of Troy is an additional insured in regard to General Liability on a primary and non-contributory basis per attached forms. A 30 days written notice of cancellation will be given to the City of Troy.

CERTIFICATE HOLDER

City of Troy 500 West 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 <i>Robert B. Darrow</i>

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

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

COVERAGES - Amendments

SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion e. **Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph (2) of Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Damage To Premises Rented to You

A. The last paragraph of Paragraph 2. **Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

B. Paragraph 6. under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, 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 caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "Insured contract";

Electronic Data Liability

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I - COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- 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 Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

In the performance of your ongoing operations performed for the additional insured in Paragraph 1., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, 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; and
- b. Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

1. Lessors of Leased Equipment

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 or organization.

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.

2. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

3. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

4. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), 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 of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

5. State or Governmental Agency or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- a. Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or
- b. The following hazards for which the 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:

3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

*** Primary and Non-Contributory Provision ***

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

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

Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. **Representations** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

*** Waiver Of Transfer Of Rights Of Recovery ***

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
2. Such person or organization is an additional insured on your policy; or

3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract".

The section above only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

Liberalization

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V - DEFINITIONS

Discrimination

(This provision does not apply in New York).

- A. The following is added to Definition 14. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
 - a. The Insured; or

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

POLICY NUMBER: S 2353423

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

ALL CONSTRUCTION PROJECTS OF YOURS AND LOCATIONS AT WHICH
YOU ARE PERFORMING SERVICE WORK FOR WHICH COVERAGE IS
PROVIDED UNDER THIS POLICY.

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

Contracting, Installation, Service and Repair General Liability Extended ElitePac® Endorsement

COMMERCIAL GENERAL LIABILITY
CG 79 88 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

1. BLANKET ADDITIONAL INSURED

a. Ongoing Operations

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 a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed under that contract, agreement, or permit when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of your ongoing operations.

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of your ongoing operations, then such person or organization is an additional insured only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your ongoing operations performed under that contract, agreement, or permit.

b. Completed Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

Such person or organization is an additional insured only with respect to their liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard" when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

- (2) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

The most we will pay under (1) and (2) above in any one "occurrence" or for all damages during any one policy period is a sub-limit of \$100,000.

These limits are included in and not in addition to the Limits of Insurance shown in the Declarations of the Commercial General Liability Policy.

Our right and duty to defend the Insured against any "suit" for damages under (1) and (2) above ends when we have used up the applicable sub-limit of liability in the payment of judgments or settlements under it.

3. OTHER INSURANCE AMENDMENT — SUPPLEMENTAL COVERAGE FOR INSURED'S INVOLVEMENT IN A CONSOLIDATED (WRAP-UP) IN SURANCE PROGRAM OR SIMILAR PROJECT

The following is added to SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance b. Excess Insurance (1)(a):

- (v) That is covered by a consolidated (wrap-up) or similar insurance program provided by the prime contractor/project manager or owner of the construction project in which you are involved for your ongoing operations or operations included within the "products-completed operations hazard", unless such consolidated (wrap-up) or similar program is specifically excluded from coverage on this policy.

4. FELLOW EMPLOYEE EXTENSION

Under SECTION II — WHO IS AN INSURED Paragraphs 2.a. and 2.a. (1) are replaced by the following:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (If you are an organization other than a partnership, joint venture, or limited liability company) or your managers (If you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. The Employers Liability exclusion (SECTION I — COVERAGES; COVERAGE A, exclusion e.) does not apply to this provision. However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily Injury" or "personal and advertising injury":

- (a) Arising out of his or her providing or failing to provide professional health care services.

5. CONTRACTUAL LIABILITY (RAILROADS)

Definition 9. Insured Contract is amended as follows:

Paragraph c. is deleted in its entirety and replaced with the following:

Any easement or license agreement;

Paragraph f.(1) is deleted in its entirety.

6. CONTRACTUAL LIABILITY AMENDMENT — (PERSONAL AND ADVERTISING INJURY)

If it is required in a written contract, written agreement or written permit with the Insured that any contractual liability exclusion for Personal Injury be removed from the policy, then Exclusion e. Contractual Liability under COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions is deleted in its entirety and replaced with the following:

e. Contractual Liability

"Personal and advertising injury" for which the Insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the Insured would have in the absence of the contract or agreement"

7. WAIVER OF GOVERNMENTAL IMMUNITY

We will waive, both in the adjustment of claims and in the defense of "suits" against the Insured, any governmental immunity of the Insured, unless the Insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

8. DAMAGE TO PREMISES RENTED TO YOU

The Limit of Insurance for Damage To Premises Rented To You is increased to \$1,000,000.

THIRD PARTY NOTICE TO DESIGNATED PERSON(S) OR ORGANIZATION(S)

POLICY NUMBER: s 2353423

IL 79 90 08 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESS AUTO COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
AUTO DEALERS COVERAGE PART
BUSINESSOWNERS COVERAGE PART

The policy provisions relating to cancellation or nonrenewal as provided in the Condition Section or as amended by any applicable state cancellation endorsements are modified as follows:

If we cancel or non-renew this policy for any reason other than nonpayment of premium or at the request of or on behalf of the Named Insured, we agree that the individual person(s) or organization(s) listed in the Schedule below and the Named Insured will be notified prior to the effective date of cancellation when such notice is required in a written contract. The manner and timing of the notice will be as required by law, or the number of days shown in the Schedule below, whichever is greater. A transfer of this policy from one insurance affiliate to another within the same insurance holding group shall not be deemed a cancellation, unless prohibited by law.

If we cancel the policy for nonpayment of premium, the number of days advance notice provided to the person(s) or organization(s) listed in the Schedule below will be as required by law.

If notice is mailed, proof of mailing to the address shown in the Schedule below will be sufficient proof of notice.

In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

Nothing in this endorsement shall confer additional insured status on any entity scheduled herein.

Name of Person(s) or Organization(s)	Mailing Address	No. Of Days Notice
City of Troy	500 West Big Beaver Rd. Troy, MI 48084	30