

CITY COUNCIL MINUTES

April 25, 2022

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

Resolution #2022-04-059-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a contract for seasonal requirements of Asphalt Patching Material – Cold Patch to local low bidder meeting specifications, *Ajax Materials Corporation of Troy, MI*, for an estimated total cost of \$30,812.50, at the per ton unit price contained in the bid tabulation opened March 31, 2022, 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, 2024.

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

No. 2022-00001330
 DATE: 05/02/2022
 PAGE: 1 of 1
 FOB DESTINATION

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

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

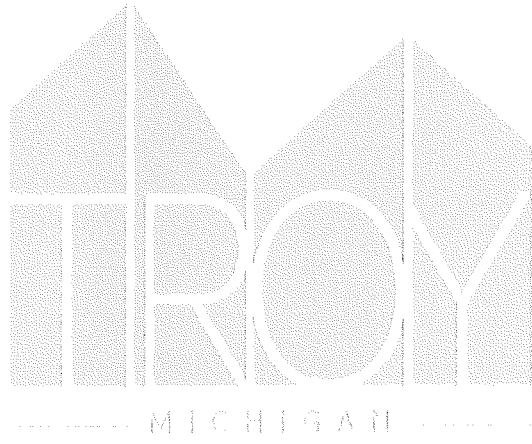
EXPIRATION DATE
 04/30/2023
COUNCIL RESOLUTION
 #2022-04-059-J-4b

VENDOR NO. 108433

Vendor
 AJAX MATERIALS CORPORATION
 16298 COLLECTION CENTER DRIVE
 CHICAGO, IL 60693

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.	123.2500	\$30,812.50



Entered By: Andrew Chambliss

\$30,812.50

Special Instructions:

City Council Award Date: 4/25/22 Standard Purchasing Resolution 2: Award to Low Bidder meeting Specifications – Asphalt Patching Material – COLD - Certificate of Insurance and Endorsement shall be on file for duration of the project.

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.

Andrew K. Chambliss

CITY OF TROY
 BID TABULATION
 ASPHALT PATCHING MATERIAL - COLD PATCH

VENDOR NAME:	Cadillac Asphalt	Ajax Materials Corporation		
CITY:	Farmington Hills	Troy		

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	\$125.00	\$31,250	\$123.25	\$30,812.50				
Please State Material QPR/ UPM or Approved Alternate:	No Response		No Response						
Minimum Load Requirement:	50 Tons		50 Ton train loads						
Contact Information:	Tues - Fri 7A - 2P		Mon - Friday 8:00AM - 2:00PM						
Hours of Operation:	248-228-6281		248-388-1687						
24 Hour Emergency Phone Number:	References: Y or N		Y						
	Insurance Met: Y or N		Y		Y -forms not included				
	Delivery Time:		7A - 2P		24 - 48 hours				
	Payment Terms:		Net 30		Net 30				
	Warranty:		N/A		As Per UPN Requirements				
	Exceptions:		No Response		None				
	Acknowledgement:		Signed		Signed				
	Forms:		Included		Included				

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

Scott Carruthers
 Jackie Ahlstrom
 Emily Frontera
 Beth Zaccardelli

Emily Frontera
 Purchasing Manager



CITY OF TROY
BID PROPOSAL

ITB-COT 22-14
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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: Ajex Materials Corporation

PROPOSAL A – WEEK DAY DELIVERY

Item	EST QTY (Tons)	Description	Unit Price
1.	250	QPR/UPM or Approved Alternate - Delivered	\$ <u>123.25</u> /ton

Please State Material QPR/ UPM or Approved Alternate:

MINIMUM LOAD (state minimum load requirement): 50 ton train loads

HOURS OF OPERATION: Mon-Friday 8:00am-2:00pm

24 Hr. EMERGENCY PHONE #: (248) 388-1667

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 **Kurt Bovensiep at (248) 524-3489** between the hours of 8:00 a.m. and 4:30 p.m., Monday – Friday k.bovensiep@troymi.gov.

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.

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, 2023.

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: Macomb County Dept. of Roads
ADDRESS: 117 S. Groesbeck Hwy Mt. Clemens, MI 48043
PHONE: (586) 463-8671 CONTACT: Joanna Strizic

EMAIL: jstrizic@rcmcweb.org

COMPANY: City of Rochester Hills
ADDRESS: 1000 Rochester Hills Drive, Rochester Hills, MI 48309
PHONE: (248) 858-4796 CONTACT: Starr Wood

EMAIL: lisa.cummings@rochesterhills.org

COMPANY: Road Commission for Oakland County
ADDRESS: 2420 Pontiac Lake Road, Waterford, MI 48328
PHONE: (248) 858-4796 CONTACT: Starr Wood

EMAIL: stwood@rcoc.org

COMPANY NAME: Ajax Materials 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: Ajax Materials 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: _____

Ajax Materials 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.

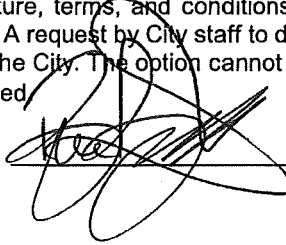
COMPANY NAME: Ajax Materials Corporation

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.

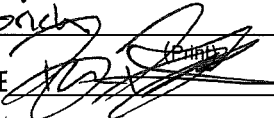
COMPANY Ajax Materials Corporation

ADDRESS 1957 Crooks Rd. Site A CITY Troy STATE MI ZIP 48084

TELEPHONE NO. (248) 244-3355 FAX NO. (248) 244-3484

REPRESENTATIVE'S NAME Brian Borich

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE



TERMS net 30 days upon receipt of invoice WARRANTY as per UPM requirements

E-MAIL bborich@ajaxpaving.com DELIVERY TIME: 24-48 hrs

EXCEPTIONS:

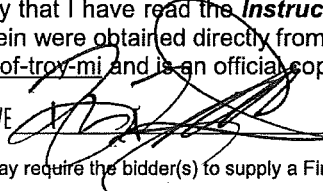
Any exceptions, substitutions, deviations, etc. from the City specifications and this proposal must be stated below. The reason for the exception(s), deviation(s), or substitution(s) is an integral part of this bid offer:

None

ACKNOWLEDGEMENT:

I, Brian Borich, certify that I have read the **Instructions to Bidders** (3 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.bidnetdirect.com/city-of-troy-mi and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE



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.



Legal Status of Bidder:

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

Ajex Materials Corporation

A corporation duly organized and doing business under the laws of the State of Michigan
for whom Brian Birch, bearing the office title of Sales 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.

~~_____~~



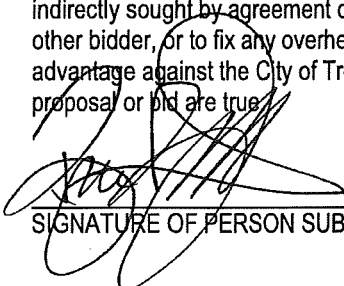
CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT


TO WHOM IT MAY CONCERN:

Brian Michael Borich, being duly sworn deposed, says that he/she
(Print Full Name)

is Sales 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

Subscribed and sworn to before me this 30 day of March, 2022 in and for Oakland County.

My commission expires:
November 4, 2026



**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.

Ajax Materials Corporation
Name of Agency/Company/Firm (Please Print)

Brian Borich Sales Manager
Name and title of authorized representative (Please Print)

[Signature] March 30, 2022
Signature of authorized representative Date

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

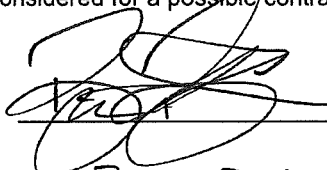


**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

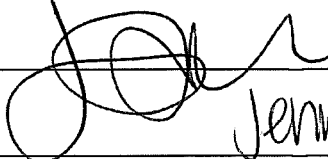
Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	Ajax Materials Corporation
Street Address	1957 Crooks Road, Site #A
City	Troy
State, Zip	MI 48084
Corporate I.D. Number/State	38-1683150 / Michigan
Taxpayer I.D. #	

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: Brian Borich

Witness Signature:  _____

Printed Name of Witness: Jenny Johnston



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

The undersigned, the owner or authorized officer of Ajax Materials 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 Ajax Materials Corp and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

BIDDER:
Ajax Materials Corporation

By: Brian Borich

Its: [Signature]

STATE OF MICHIGAN)

)ss.

COUNTY OF Oakland)

This instrument was acknowledged before me on the 30 day of March, 2022, by

Brian Borich

Jenefer Lyn Bashawaty
[Signature]

JENEFER LYN BASHAWATY
NOTARY PUBLIC, STATE OF MI
COUNTY OF LAPEER
MY COMMISSION EXPIRES Nov 4, 2026
ACTING IN COUNTY OF Oakland



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: April 25, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Dee Ann Irby, Controller
Kurt Bovensiep, Public Works Director
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
2021	193	\$95.00	\$18,395.80

- The current contract expires on April 30, 2022.

Purchasing

- On March 31, 2022, 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 with an option to renew for one (1) additional year.
- The bid was posted on the MITN Purchasing Group website www.bidnetdirect.com//mitn/city-of-troy-mi. One hundred and four (104) vendors were notified via the MITN website.
- Two (2) bid responses were received. Below is a detailed summary of the vendor responses:

Companies notified via MITN	104
Troy Companies notified via MITN	2
Troy Companies notified Active email Notification	2
Troy Companies - Active Free	0
Companies that viewed the bid	7
Troy Companies that viewed the bid	2

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

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

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

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

- The Asphalt Patching Material – COLD Patch will be ordered as required and on an as needed basis at the price of \$123.25/ton



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Financial

Funds are budgeted and available in the General Fund under the Public Works operating budgets for the Streets and Water Divisions for the 2022 and 2023 Fiscal Years.

Recommendation

City Management recommends awarding a contract for seasonal requirements of Asphalt Patching Material – COLD, to the low bidder meeting specifications, *Ajax Materials Corporation of Troy, MI*, to be purchased on an as needed basis for an estimated total cost of \$30,812.50 at the unit price contained in the bid tabulation opened March 31, 2022, not to exceed annual budget limitations.

Opening Date - 03/31/2022
 Date Reviewed - 03/31/2022

CITY OF TROY
 BID TABULATION
 ASPHALT PATCHING MATERIAL - COLD PATCH

ITB-COT 22-14
 Pg 1 of 1

VENDOR NAME:	Cadillac Asphalt	Ajax Materials Corporation
CITY:	Farmington Hills	Troy

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
QPR/UPM or Approved Alternate - Delivered	250	\$125.00	\$ 31,250.00	\$ 123.25	\$30,812.50
Please State Material QPR/ UPM or Approved Alternate:		Blank		Blank (Verbally confirmed- UPM)	
Minimum Load Requirement:		50 Tons		50 Ton train loads	
Contact Information:					
Hours of Operation:		Tues - Fri 7A - 2P		Mon - Friday 8:00AM - 2:00PM	
24 Hour Emergency Phone Number:		248-228-6281		248-388-1687	
References:	Y or N	Y		Y	
Insurance Met:	Y or N	Y		Y -forms not included	
Delivery Time:		7A - 2P		24 - 48 hours	
Payment Terms:		Net 30		Net 30	
Warranty:		N/A		As Per UPN Requirements	
Exceptions:		None		None	
Acknowledgement:		Signed		Signed	
Forms:		Included		Included	

Low bid as specified

ATTEST:

(*Bid Opening conducted via Zoom)

 Scott Carruthers
 Jackie Ahlstrom
 Emily Frontera
 Beth Zaccardelli
 Andrew R. Chambliss

 Emily Frontera,
 Purchasing Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/14/2022

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

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


PRODUCER Guy Hurley, LLC 989 E. South Boulevard Suite 200 Rochester Hills MI 48307	CONTACT NAME: Linda Weal	
	PHONE (A/C, No. Ext): (248) 519-1429	FAX (A/C, No.): (248) 519-1401
	E-MAIL ADDRESS: lweal@ghbh.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Contractors Insurance Co RRG	NAIC # 12300
	INSURER B: ACIG Insurance Company	19984
	INSURER C: Continental Insurance Company	35289
	INSURER D: Travelers Prop Cas Co Amer A++XV	25674
	INSURER E: Indian Harbor Insurance Company A+ XV	36940
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 21-22 Ajax Material 5M IM Poll 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			GL21A00083	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 10,000,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GL21B00083 (GL Excess)	6/1/2021	6/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> XCU Coverage Included		X				MED EXP (Any one person) \$ 5,000
A	<input checked="" type="checkbox"/> Contractual Liability			GL21C00083 (GL Excess)	6/1/2021	6/1/2022	PERSONAL & ADV INJURY \$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 10,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO			AL21000029	6/1/2021	6/1/2022	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		X				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			7014990214	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			Excess GL & BA			AGGREGATE \$ 10,000,000
	DED RETENTION \$		X				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA000004721	6/1/2021	6/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				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
D	Inland Marine			QT6308A099243	6/1/2021	6/1/2022	Leased/Rented \$550,000
E	Professional/Pollution Liab			CE07421287	6/1/2021	6/1/2022	Limit \$5,000,000

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 for General Liability, Automobile Liability and Umbrella Liability on a primary and non-contributory basis when required by written contract.

CERTIFICATE HOLDER 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 Richard McGregor/WEAL 

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**ADDITIONAL INSURED – AUTOMATIC STATUS
AS REQUIRED BY CONTRACT – BLANKET**

1119

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Any person or organization that you are required by written contract to include as an additional insured on this policy if the contract is executed prior to the loss.

- A. Who Is An Insured (Section II) is amended to include as an insured any person or organization shown in the above SCHEDULE (called additional insured), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your premises or your operations for the additional insured, and only to the extent and for the minimum limits required in the written contract.
- B. The insurance provided to the additional insured is subject to the following limitations:
1. Unless a written contract specifically requires additional insured coverage for your completed operations, this insurance does not apply to "bodily injury" or "property damage" occurring after "your work" for the additional insured has been completed or after that portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization, whichever occurs first.
 2. Unless specifically required by written contract, this insurance provides additional insured coverage only for liability for "bodily injury", "property damage" or "personal and advertising injury" to the extent caused by the named insured's acts or omissions or the acts or omissions of those acting on the named insured's behalf.
 3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement except to the extent that the additional insured would have been obligated to pay such damages in the absence of the contract or agreement.
 4. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by any insured or on any insured's behalf, including:
 - a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; or
 - b) Supervisory, inspection, architectural, or engineering services.

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.
 5. This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.
 6. The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.
 7. The insurance afforded to the additional insured shall not exceed the minimum limits required in the written contract.
- C. In no event shall the insurance provided to the additional insured exceed the minimum coverage required by the written contract, including but not limited to minimum limits, minimum scope of coverage, or minimum duration of coverage. *If a written contract or agreement requires that additional insured status be provided by the use of specified edition dates of the ISO CG2010 and/or CG2037, then the terms of that endorsement are incorporated into this endorsement as respects such additional insured and shall supersede the coverage grant and limitations in Sections A. and B. of this endorsement. In the event that CG2010 and/or CG2037 are required but no edition dates are specified, the 04/13 editions shall apply.*
- D. This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

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

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Policy Effective: 6/1/2021

Policy No.: GL21A00083

Endorsement No.:

Insured: Ajax Paving Industries, Inc.

Premium \$

Insurance Company: American Contractors Insurance Co. RRG