

CITY COUNCIL MINUTES

April 25, 2022

**Standard Purchasing Resolution 2: Award to Low Bidders Meeting Specifications -
Aggregates**

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

RESOLVED, That Troy City Council hereby **AWARDS** one (1) year contracts to provide Aggregates with an option to renew for one (1) additional year to the following low bidders;

Company	Items	Estimated Total
<i>Proposal A</i>		
Maloney Trucking	2	\$12,040.00
Osburn Industries	3, 4, 7	\$23,590.00
AMS Grounds	6, 9	\$ 3,361.00
Edwin C. Levy	1, 8	\$12,437.00
Tri-City Aggregates Inc.	5	\$25,625.00

<i>Proposal B</i>		
Osburn Industries	1, 2	\$ 5,725.00

Estimated Total Cost \$82,778.00

All aggregates to be purchased on as-needed basis; at unit prices contained in the bid tabulation opened March 31, 2022, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with contracts expiring April 30, 2024.

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

BLANKET ORDER

No. 2022-00001443
 DATE: 05/10/2022
 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

COUNCIL RESOLUTION
 #2022-04-059-J-4c

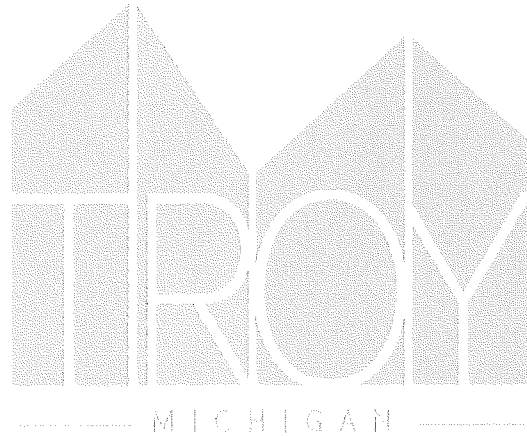
VENDOR NO. 108422

AGGREGATES

Vendor
 EDWARD C LEVY CO
 8800 DIX AVE
 DETROIT, MI 48209

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
350	Ton	6A Slag	25.0200	\$8,757.00
200	Ton	2NS Sand	18.4000	\$3,680.00



Entered By: Andrew Chambliss

\$12,437.00

Special Instructions:

COUNCIL AWARD DATE 4/25/22 Standard Purchasing Resolution 2: Award to Low Bidder meeting Specifications – Aggregates 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

BLANKET ORDER

No. 2022-00001354

DATE: 05/06/2022

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

COUNCIL RESOLUTION
#2022-04-059-J-4c

VENDOR NO. 173448

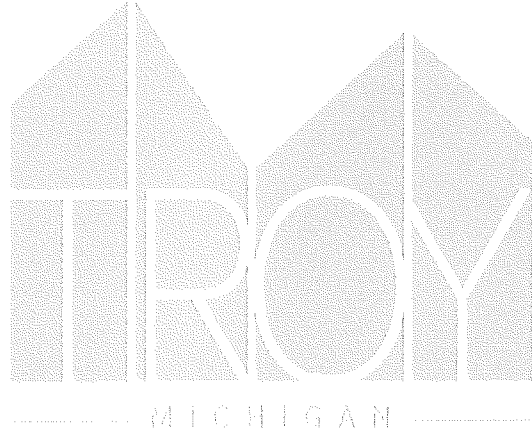
AGGREGATES

Vendor

MALONEY TRUCKING
1871 BIRCHWOOD DRIVE
TROY, MI 48083

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
700	Ton	22A Gravel	17.2000	\$12,040.00



Entered By: Andrew Chambliss

\$12,040.00

Special Instructions:

COUNCIL AWARD DATE: 4/25/22 Standard Purchasing Resolution 2: Award to Low Bidder meeting Specifications – Aggregates - Certificate of Insurance and Endorsement shall be on file for duration of the project

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Andrew K. Chambliss

PURCHASE ORDER

No. 2022-00001339
 DATE: 05/03/2022
 PAGE: 1 of 1
 FOB DESTINATION

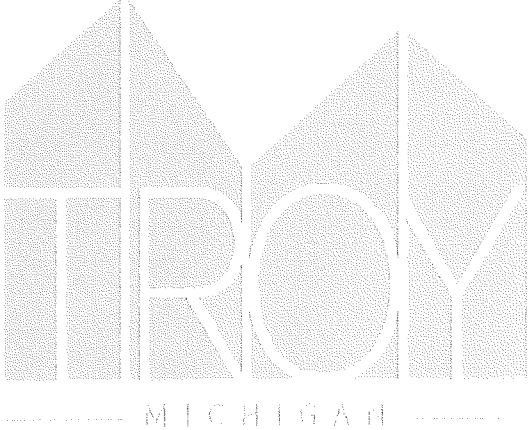
Ship To
 CITY OF TROY
 Streets
 4693 ROCHESTER ROAD
 TROY, MI 48085

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

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

VENDOR NO. 175973

Vendor
 AMS GROUNDS, LLC
 2416 E MICHIGAN AVE
 YPSILANTI, MI 48198

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
100	Ton	Crushed Concrete 1"-3"	18.8000	\$1,880.00
100	Ton	Mason Sand	15.5300	\$1,553.00
				

Entered By: Andrew Chambliss

\$3,433.00

Special Instructions:

Council Award Date: 4/25/22 Standard Purchasing Resolution 2: Award to Low Bidder meeting Specifications – Aggregates Certificate of Insurance and Endorsement shall be on file for duration of the project

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

Andrew K. Chambliss

BLANKET ORDER

No. 2022-00001337
 DATE: 05/02/2022
 PAGE: 1 of 1
 FOB DESTINATION

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

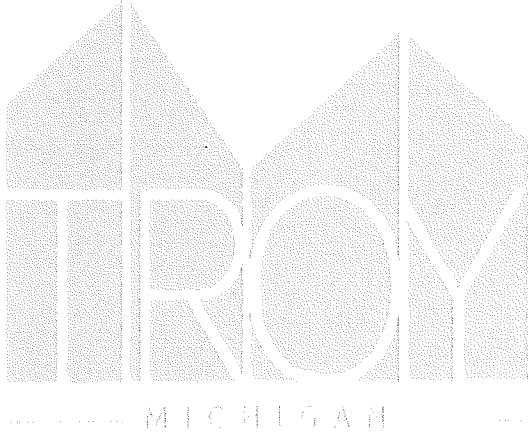
Bill To
 CITY OF TROY
 Streets
 4693 ROCHESTER ROAD
 TROY, MI 48085

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

VENDOR NO. 100791

Vendor
 TRI-CITY AGGREGATES INC
 PO BOX 182
 HOLLY, MI 48442

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
2,500	Ton	Fill Sand	10.2500	\$25,625.00
				

Entered By: Andrew Chambliss

\$25,625.00

Special Instructions:


COUNCIL AWARD DATE 4/25/22 Standard Purchasing Resolution 2: Award to Low Bidder meeting Specifications – Aggregates - Certificate of Insurance and Endorsement shall be on file for duration of the project.

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BLANKET ORDER

No. 2022-00001338

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

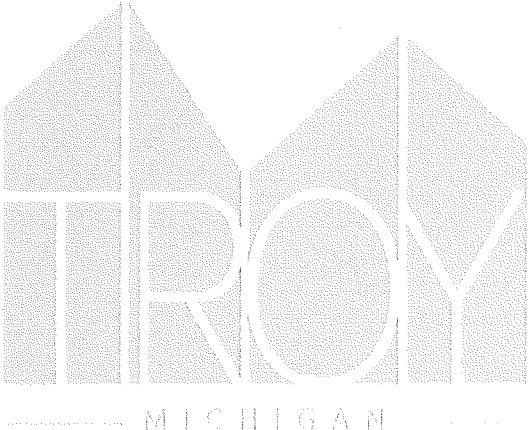
COUNCIL RESOLUTION

#2022-04-059-J-4c

VENDOR NO. 101831

Vendor
 OSBURN INDUSTRIES INC
 5850 PARDEE
 TAYLOR, MI 48180

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
300	Ton	Pea Gravel	23.0000	\$6,900.00
100	Ton	60/40 Gravel	26.9000	\$2,690.00
700	Ton	21AA Limestone	20.0000	\$14,000.00
100	Ton	30A Ball Diamond Slag (Proposal B)	24.2500	\$2,425.00
100	Ton	Athletic Meal (Proposal B)	33.0000	\$3,300.00
				

Entered By: Andrew Chambliss

\$29,315.00

Special Instructions:

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

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



CITY OF TROY
 BID TABULATION
 AGGREGATES

VENDOR NAME:	Osburn Industries, Inc.	AMS Grounds	Edw. C. Levy Co.	Maloney Trucking Inc.
CITY:	Taylor, MI	Ypsilanti, MI	Dearborn, MI	Troy, MI

PROPOSAL: One-Year Requirements of Aggregates with an Option to Renew for one (1) additional year.

Proposal A: GENERAL DPW AGGREGATES										
Item	Est. Qty. (Tons)	Description	Price/Ton	Extension Price	Price/Ton	Extension Price	Price/Ton	Extension Price	Price/Ton	Extension Price
1.	350	6A SLAG	NO BID		NO BID		\$25.02	\$8,757.00	\$27.55	\$9,642.50
2.	700	22A GRAVEL	\$19.50	\$13,650.00	\$17.20	\$12,040.00	NO BID		\$17.35	\$12,145.00
3.	300	PEA GRAVEL	\$23.00	\$6,900.00	\$26.49	\$7,947.00	\$24.35	\$7,305.00	\$25.85	\$7,755.00
4.	100	60/40 GRAVEL	\$26.90	\$2,690.00	\$27.25	\$2,725.00	NO BID		\$28.95	\$2,895.00
5.	2,500	FILL SAND	\$11.25	\$28,125.00	\$10.50	\$26,250.00	\$12.77	\$31,925.00	\$12.75	\$31,875.00
6.	100	CRUSHED CONCRETE, 1" - 3"	\$18.35	\$1,835.00	\$18.08	\$1,808.00	NO BID		\$20.00	\$2,000.00
7.	700	21AA LIMESTONE	\$20.00	\$14,000.00	\$20.99	\$14,693.00	NO BID		\$23.10	\$16,170.00
8.	200	2NS SAND	\$18.50	\$3,700.00	\$20.16	\$4,032.00	\$18.40	\$3,680.00	\$20.00	\$4,000.00
9.	100	MASON SAND	\$15.75	\$1,575.00	\$15.53	\$1,553.00	NO BID		\$20.00	\$2,000.00
Discount if Awarded All Items:			\$0.00		Not Specified		\$0.00		Not Specified	
ESTIMATED TOTAL PROPOSAL A:			\$72,475.00		\$71,048.00		\$51,667.00		\$88,482.50	

Proposal B: ATHLETIC FIELD MATERIALS										
Item	Est. Qty. (Tons)	Description	Price/Ton	Extension Price	Price/Ton	Extension Price	Price/Ton	Extension Price	Price/Ton	Extension Price
1.	100	30A BALL DIAMOND SLAG	\$24.25	\$2,425.00	\$33.50	\$3,350.00	NO BID		\$25.70	\$2,570.00
2.	100	ATHLETIC MEAL	\$33.00	\$3,300.00	\$40.65	\$4,065.00			\$38.25	\$3,825.00
3.	100	INFIELD MIX	NO BID		NO BID				NO BID	
4.	100	CLAY TRACKER SURFACER CTS-20	NO BID		NO BID				NO BID	
5.	100	CRUSHER DUST	NO BID		NO BID				NO BID	
Discount if Awarded All Items:			\$0.00		Not Specified		\$0.00		Not Specified	
ESTIMATED TOTAL PROPOSAL B:			\$5,725.00		\$7,415.00		\$0.00		\$6,395.00	
ESTIMATED GRAND TOTAL:			\$78,200.00		\$78,463.00		\$51,667.00		\$94,877.50	

Minimum Order Requirements:		50 tons approx.	45 tons	50 tons	50 tons
# of Hours Within Request:		48 hours	24 hours	24 hours	As Needed
Contact Information:					
Hrs. of Operation		8-5	24/7	6AM - 5PM	7AM - 5PM
24 Hr. Phone No.		313-363-0080	734-330-0000	313-429-2200	248-379-6565
References:	Y or N	Y	Y	Y	Y
Insurance Met:	Y or N	Y	Y	Y	Y
Warranty:		Not Specified	Not Specified	Not Specified	Not Specified
Payment Terms:		Net 30	Net 30	Net 30	Net 30
Delivery Time:		48 hours	Not Specified	8AM - 5PM	As Needed
Exceptions:		Items not bid are not available	None	Pricing not valid during frost days. Fuel surcharges will apply after diesel fuel Midwest average reaches 4.101. Based on product availability.	None
Acknowledgement:	Y or N	Y	Y	Y	Y
All or None Award:	Y or N	N	N	N	N
Forms:	Y or N	Y	Y	Y	Y

CITY OF TROY
 BID TABULATION
 AGGREGATES

VENDOR NAME:	Latigo Transport Inc.	Richmond Transport, Inc.	Tri-City Aggregates Inc.
CITY:	Imlay City, MI	Lenox, MI	Holly, MI

PROPOSAL: One-Year Requirements of Aggregates with an Option to Renew for one (1) additional year.

Proposal A: GENERAL DPW AGGREGATES									
Item	Est. Qty. (Tons)	Description	Price/Ton	Extension Price	Price/Ton	Extension Price	Price/Ton	Extension Price	
1.	350	6A SLAG	NO BID		NO BID		NO BID		
2.	700	22A GRAVEL	\$19.00	\$13,300.00	\$20.25	\$14,175.00			
3.	300	PEA GRAVEL	\$26.00	\$7,800.00	\$27.00	\$8,100.00			
4.	100	60/40 GRAVEL	\$28.25	\$2,825.00	\$28.25	\$2,825.00			
5.	2,500	FILL SAND	\$15.00	\$37,500.00	\$13.00	\$32,500.00	\$10.25	\$25,625.00	
6.	100	CRUSHED CONCRETE, 1" - 3"	\$26.00	\$2,600.00	\$21.00	\$2,100.00	NO BID		
7.	700	21AA LIMESTONE	\$22.40	\$15,680.00	\$22.90	\$16,030.00			
8.	200	2NS SAND	\$19.00	\$3,800.00	\$20.30	\$4,060.00			
9.	100	MASON SAND	\$18.00	\$1,800.00	\$19.50	\$1,950.00			
Discount if Awarded All Items:			\$0.00		Not Specified		Not Specified		
ESTIMATED TOTAL:			\$85,305.00		\$81,740.00		\$25,625.00		

Proposal B: ATHLETIC FIELD MATERIALS									
Item	Est. Qty. (Tons)	Description	Price/Ton	Extension Price	Price/Ton	Extension Price	Price/Ton	Extension Price	
1.	100	30A BALL DIAMOND SLAG	NO BID		NO BID		NO BID		
2.	100	ATHLETIC MEAL							
3.	100	INFIELD MIX							
4.	100	CLAY TRACKER SURFACER CTS-20							
5.	100	CRUSHER DUST							
Discount if Awarded All Items:									
ESTIMATED TOTAL:									
ESTIMATED GRAND TOTAL:			\$85,305.00		\$81,740.00		\$25,625.00		

Minimum Order Requirements:		50 tons	50 tons	50 tons
# of Hours Within Request:		48 hours	24 hours	48 hours
Contact Information:				
Hrs. of Operation		As Needed	7AM - 5PM	6AM - 4PM
24 Hr. Phone No.		810-343-3371	586-727-1627	248-634-8276
References:	Y or N	Y	Y	Y
Insurance Met:	Y or N	Y	Y	Y
Warranty:		Not Specified	N/A	Not Specified
Payment Terms:		Net 30	Net 30 Days	30 Days
Delivery Time:		48 hours	Within 24 hours	48 hours
Exceptions:		None	None	None
Acknowledgement:	Y or N	Y	Y	Y
All or None Award:	Y or N	N	N	N
Forms:	Y or N	Y	Y	Y

ATTEST:

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

Scott Carruthers
 Andrew Chambliss
 Beth Zaccardelli

Emily Frontera
 Purchasing Manager



CITY OF TROY
BID PROPOSAL

ITB-COT 22-16
Page 1 of 6

The undersigned proposes to furnish **ONE YEAR REQUIREMENTS OF AGGREGATES WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR**, in accordance with the attached specifications that are to be considered an integral part of the bid proposal, at the following prices:

COMPANY: Osborn Industries, Inc.

PROPOSAL A

GENERAL DPW AGGREGATES

ITEM	EST QTY TONS	DESCRIPTION	PRICE PER TON
1.	350	6A SLAG	\$ <u>N/A</u>
2.	700	22A GRAVEL	\$ <u>19.50</u>
3.	300	PEA GRAVEL	\$ <u>23.00</u>
4.	100	60/40 GRAVEL	\$ <u>26.90</u>
5.	2,500	FILL SAND	\$ <u>11.25</u>
6.	100	CRUSHED CONCRETE, 1" - 3"	\$ <u>18.35</u>
7.	700	21AA LIMESTONE	\$ <u>20.00</u>
8.	200	2NS SAND	\$ <u>18.50</u>
9.	100	MASON SAND	\$ <u>15.75</u>

DISCOUNT IF AWARDED ALL ITEMS ___% OR \$ Ø

PROPOSAL B

ATHLETIC FIELD MATERIALS

ITEM	EST QTY TONS	DESCRIPTION	PRICE PER TON
1.	100	30A BALL DIAMOND SLAG	\$ <u>24.25</u>
2.	100	ATHLETIC MEAL	\$ <u>33.00</u>
3.	100	INFIELD MIX	\$ <u>N/A</u>
4.	100	CLAY TRACKER SURFACER CTS-20	\$ <u>N/A</u>
5.	100	CRUSHER DUST	\$ <u>N/A</u>

DISCOUNT IF AWARDED ALL ITEMS ___% OR \$ Ø

ESTIMATED QUANTITIES:

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

INFORMATION:

For additional general information or questions about this project, please Kurt Bovensiep at 248-524-3489, between the hours of 8:00 a.m. and 4:30 p.m. or k.bovensiep@troymi.gov.

DOWNPAYMENTS AND PREPAYMENTS:

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

AWARD:

Each item on this proposal will be considered as a separate bid. The City reserves the right to award the bid to the lowest responsible bidder for each item; to combine items if deemed in the City of Troy's best interest to do so; to reject low bids which have major deviations from the specifications; to accept a higher bid which has only minor deviations from the specifications.

LOCAL PREFERENCE:

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

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:

MINIMUM ORDER REQUIREMENTS: 50 tons approx.

Within 48 hours after a verbal request for material.

CONTACT INFORMATION:

Hours of operation: 8-5 24 Hr. Emergency Phone No. 313 363 0080

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.

SUBCONTRACTORS:

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

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.

TERMINATION FOR CONVENIENCE:

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

COMPANY: Osburn Industries, Inc.

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 Troy
ADDRESS: _____
PHONE: _____ CONTACT _____
EMAIL: _____

COMPANY: City of Lincoln Park
ADDRESS: 1355 Southfield Rd Lincoln Park MI 48146
PHONE: 313 386 1800 CONTACT DPW
EMAIL: _____

COMPANY: City of Taylor
ADDRESS: 23555 Goddard Rd Taylor MI 48180
PHONE: 734 287 6550 CONTACT DPW
EMAIL: _____

COMPANY: Osburn Industries, Inc.

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

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

We can meet the specified insurance requirements.

We cannot meet the specified insurance requirements.

We do not carry the specified limits but can obtain the additional insurance coverage of

\$ _____, at the cost of \$ _____.

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

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

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

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

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

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

INSURANCE VERIFICATION:

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

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

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

COMPANY NAME: Osburn Industries, Inc.

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

ADDITIONAL INSURED:

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

CANCELLATION NOTICE:

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

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

PROOF OF INSURANCE COVERAGE:

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

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

LETTER VERIFICATION:

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

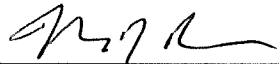
FINAL INSURANCE CERTIFICATE SUBMISSION:

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

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:

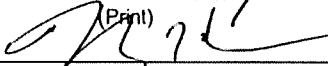
The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addendum as issued.

COMPANY Osburn Industries, Inc.

ADDRESS 5850 Pardee Rd. CITY Taylor STATE MI ZIP 48180

TELEPHONE NO. (313) 292 4140 x 102 FAX NO. (313) 292 4143

REPRESENTATIVE'S NAME Michael Machesky

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE 

TERMS Net 30 WARRANTY _____

E-MAIL jeff@osburnind.com DELIVERY TIME: 48 hours

All or None Award - Please check this box if this bid proposal is based on an all or none award – "One Lot Pricing" not to be broken up by item.

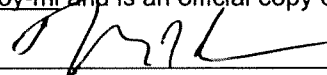
EXCEPTIONS:

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:

N/A items are not available to us.

ACKNOWLEDGEMENT:

I, Mike Machesky, 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.

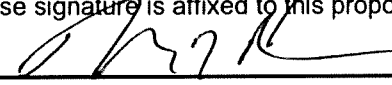


Legal Status of Bidder:

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

Osburn Industries, Inc.

A corporation duly organized and doing business under the laws of the State of Michigan
for whom Mike Machesky, bearing the office title of Treasurer
_____, 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:

Timothy M. Osburn, being duly sworn deposed, says that he/she
(Print Full Name)

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

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

[Signature]

SIGNATURE OF PERSON SUBMITTING BID

[Signature]

NOTARY'S SIGNATURE

Subscribed and sworn to before me this 17 day of March, 2022 in and for _____
Wayne County.

My commission expires:

09/10/23

MICHAEL T MACHESKY
Notary Public - State of Michigan
County of Oakland
My Commission Expires Sep 10, 2023
Acting in the County of Wayne



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

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

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

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

I am able to certify to the above statements.

Osburn Industries, Inc.
Name of Agency/Company/Firm (Please Print)

Michael T. Machesky, Treasurer
Name and title of authorized representative (Please Print)

[Signature] 03/17/22
Signature of authorized representative
Date

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

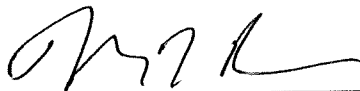


**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**


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	Osburn Industries Inc.
Street Address	5850 Pardee Road
City	Taylor
State, Zip	MI 48180
Corporate I.D. Number/State	38-6061972 Michigan
Taxpayer I.D. #	38-6061972

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: Michael T. Machesky

Witness Signature: 

Printed Name of Witness: Peter Beach



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

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

List any Familial Relationships:

None

BIDDER: [Signature]

By: Timothy Osburn

Its: Vice President

STATE OF MICHIGAN)
)ss.
COUNTY OF Wayne)

This instrument was acknowledged before me on the 17 day of March 2022, by
[Signature]

MICHAEL T MACHESKY
Notary Public - State of Michigan
County of Oakland
My Commission Expires Sep 10, 2023
Acting in the County of Wayne



**CITY OF TROY
BID PROPOSAL**

**ITB-COT 22-16
Page 1 of 6**

The undersigned proposes to furnish **ONE YEAR REQUIREMENTS OF AGGREGATES WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR**, in accordance with the attached specifications that are to be considered an integral part of the bid proposal, at the following prices:

COMPANY: AMS Grounds

PROPOSAL A

GENERAL DPW AGGREGATES

ITEM	EST QTY TONS	DESCRIPTION	PRICE PER TON
1.	350	6A SLAG	\$ N/A
2.	700	22A GRAVEL *23A Gravel Alternative	\$ \$17.20
3.	300	PEA GRAVEL	\$ \$26.49
4.	100	60/40 GRAVEL	\$ \$27.25
5.	2,500	FILL SAND	\$ \$10.50
6.	100	CRUSHED CONCRETE, 1" - 3"	\$ \$18.08
7.	700	21AA LIMESTONE	\$ \$20.99
8.	200	2NS SAND	\$ \$20.16
9.	100	MASON SAND	\$ \$15.53

DISCOUNT IF AWARDED ALL ITEMS ____% OR \$ _____

PROPOSAL B

ATHLETIC FIELD MATERIALS

ITEM	EST QTY TONS	DESCRIPTION	PRICE PER TON
1.	100	30A BALL DIAMOND SLAG	\$ \$33.50
2.	100	ATHLETIC MEAL	\$ \$40.65
3.	100	INFIELD MIX	\$ N/A
4.	100	CLAY TRACKER SURFACER CTS-20	\$ N/A
5.	100	CRUSHER DUST	\$ N/A

DISCOUNT IF AWARDED ALL ITEMS ____% OR \$ _____

ESTIMATED QUANTITIES:

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

INFORMATION:

For additional general information or questions about this project, please Kurt Bovensiep at 248-524-3489, between the hours of 8:00 a.m. and 4:30 p.m. or k.bovensiep@troymi.gov.

DOWNPAYMENTS AND PREPAYMENTS:

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

AWARD:

Each item on this proposal will be considered as a separate bid. The City reserves the right to award the bid to the lowest responsible bidder for each item; to combine items if deemed in the City of Troy's best interest to do so; to reject low bids which have major deviations from the specifications; to accept a higher bid which has only minor deviations from the specifications.

LOCAL PREFERENCE:

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

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:

MINIMUM ORDER REQUIREMENTS: 45 Tons
Within 24 hours after a verbal request for material.

CONTACT INFORMATION:

Hours of operation: 24/7 24 Hr. Emergency Phone No. 734-330-0000

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.

SUBCONTRACTORS:

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

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.

TERMINATION FOR CONVENIENCE:

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

COMPANY: AMS Grounds

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: Bridging North American
ADDRESS: Detroit, MI
PHONE: 206-229-5654 CONTACT Blake Yaffee

EMAIL: byaffee@bnausjv.com

COMPANY: Bloomfield Hills Township
ADDRESS: 4200 Telegraph Rd. Bloomfield Hills, MI 48302
PHONE: 248-594-2800 CONTACT Duane Poole

EMAIL: road@bloomfieldtp.org

COMPANY: Blaze Contracting
ADDRESS: 5640 Jean St. Detroit, MI 48213
PHONE: 313-495-1913 CONTACT Tim Williams

EMAIL: twilliams@blazecontracting.net

COMPANY: AMS Grounds

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

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

We can meet the specified insurance requirements.

We cannot meet the specified insurance requirements.

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

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

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

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

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

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

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

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COMPANY NAME: AMS Grounds

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

ADDITIONAL INSURED:

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

CANCELLATION NOTICE:

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

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

PROOF OF INSURANCE COVERAGE:

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

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LETTER VERIFICATION:

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


FINAL INSURANCE CERTIFICATE SUBMISSION:

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

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 AMS Grounds

ADDRESS 2416 E. Michigan Ave CITY Ypsilanti STATE MI ZIP 48198

TELEPHONE NO. (734) 480-0666 FAX NO. ()

REPRESENTATIVE'S NAME Ahmad Dari

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE _____ 

TERMS Net 30 WARRANTY _____

E-MAIL ahmad@amsgrounds.com DELIVERY TIME: _____

All or None Award - Please check this box if this bid proposal is based on an all or none award – "One Lot Pricing" not to be broken up by item.

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

ACKNOWLEDGEMENT:

I, Ahmad Dari, 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.



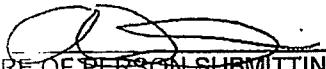
CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Ahmad Dari, being duly sworn deposed, says that he/she
(Print Full Name)

is COO/Owner. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

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


SIGNATURE OF PERSON SUBMITTING BID

Manuel Bates
NOTARY'S SIGNATURE

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

My commission expires:
09/26/2024



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

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

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

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

I am able to certify to the above statements.

AMS Grounds

Name of Agency/Company/Firm (Please Print)

Ahmad Dar, COO

Name and title of authorized representative (Please Print)

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	AMS Grounds
Street Address	2416 E. Michigan Ave
City	Ypsilanti
State, Zip	MI, 48198
Corporate I.D. Number/State	MI
Taxpayer I.D. #	86-1421694

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: Ahmad Dari

Witness Signature: _____

Printed Name of Witness: Manal Baker



**CITY OF TROY
BID PROPOSAL**

**ITB-COT 22-16
Page 1 of 6**

The undersigned proposes to furnish **ONE YEAR REQUIREMENTS OF AGGREGATES WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR**, in accordance with the attached specifications that are to be considered an integral part of the bid proposal, at the following prices:

COMPANY: Edw. C. Levy Co.

PROPOSAL A

GENERAL DPW AGGREGATES

ITEM	EST QTY TONS	DESCRIPTION	PRICE PER TON
1.	350	6A SLAG	\$ 11.11 25.02
2.	700	22A GRAVEL	\$ —
3.	300	PEA GRAVEL	\$ 24.35
4.	100	60/40 GRAVEL	\$ —
5.	2,500	FILL SAND	\$ 12.77
6.	100	CRUSHED CONCRETE, 1" - 3"	\$ —
7.	700	21AA LIMESTONE	\$ —
8.	200	2NS SAND	\$ 18.40
9.	100	MASON SAND	\$ —
DISCOUNT IF AWARDED ALL ITEMS <u>0</u> % OR			\$ —

PROPOSAL B

ATHLETIC FIELD MATERIALS

ITEM	EST QTY TONS	DESCRIPTION	PRICE PER TON
1.	100	30A BALL DIAMOND SLAG	\$ —
2.	100	ATHLETIC MEAL	\$ —
3.	100	INFIELD MIX	\$ —
4.	100	CLAY TRACKER SURFACER CTS-20	\$ —
5.	100	CRUSHER DUST	\$ —
DISCOUNT IF AWARDED ALL ITEMS <u>0</u> % OR			\$ —

ESTIMATED QUANTITIES:

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

INFORMATION:

For additional general information or questions about this project, please Kurt Bovenslep at 248-524-3489, between the hours of 8:00 a.m. and 4:30 p.m. or k.bovenslep@troyml.gov.

DOWNPAYMENTS AND PREPAYMENTS:

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

AWARD:

Each item on this proposal will be considered as a separate bid. The City reserves the right to award the bid to the lowest responsible bidder for each item; to combine items if deemed in the City of Troy's best interest to do so; to reject low bids which have major deviations from the specifications; to accept a higher bid which has only minor deviations from the specifications.

LOCAL PREFERENCE:

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

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:

MINIMUM ORDER REQUIREMENTS: 50 TW

Within 24 hours after a verbal request for material.

CONTACT INFORMATION:

Hours of operation: 6am - 5pm 24 Hr. Emergency Phone No. 313-429-2200

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.

SUBCONTRACTORS:

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

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.

TERMINATION FOR CONVENIENCE:

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

COMPANY: Edw. C. Levy Co.

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 Detroit
ADDRESS: _____
PHONE: 313-224-4640 CONTACT Wendell Edwards

EMAIL: _____

COMPANY: City of Southgate
ADDRESS: _____
PHONE: 734-246-1310 CONTACT Andrea

EMAIL: _____

COMPANY: City of Taylor
ADDRESS: _____
PHONE: 734-287-6550 CONTACT _____

EMAIL: _____

COMPANY: Edw. C. Levy Co.

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

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

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

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

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

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

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

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

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

INSURANCE VERIFICATION:

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

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

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

COMPANY NAME: Edw. C. Levy Co.

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

ADDITIONAL INSURED:

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

CANCELLATION NOTICE:

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

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

PROOF OF INSURANCE COVERAGE:

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

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

LETTER VERIFICATION:

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

FINAL INSURANCE CERTIFICATE SUBMISSION:

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

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: Michael Pelletier

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 Edw. C. Levy Co.

ADDRESS 9300 Dix Ave CITY Dearborn STATE MI ZIP 48120

TELEPHONE NO. (313) 429-2200 FAX NO. ()

REPRESENTATIVE'S NAME Michael Pelletier

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE Michael Pelletier (Print)

TERMS Net 30 WARRANTY —

E-MAIL InsideSales@edwlevy.net DELIVERY TIME: 8am - 5pm

All or None Award - Please check this box if this bid proposal is based on an all or none award – "One Lot Pricing" not to be broken up by item.

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:

Pricing not valid during frost laws. Fuel Surcharges will apply after diesel fuel midwest average reaches 4.101. Based on product availability.

ACKNOWLEDGEMENT:

I, Michael Pelletier, 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 Michael Pelletier

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:

A **corporation** duly organized and doing business under the laws of the State of Michigan for whom Michael Pelletier, bearing the office title of Inside 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:

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



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

The undersigned, the owner or authorized officer of Edw. C. Levy Co (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 _____ and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

None

BIDDER: Edw. C. Levy Co

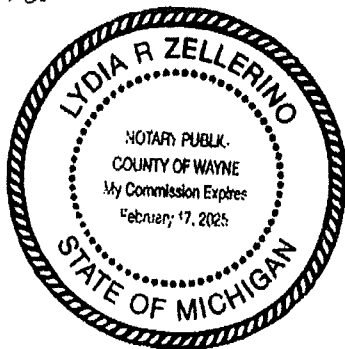
By: Michael Pelletier

Its: Inside Sales Manager

STATE OF MICHIGAN)
)ss.
COUNTY OF Wayne)

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

Lydia R Zellerino
3-30-2022





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

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

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

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

I am able to certify to the above statements.

Edus. C. Levy Co.
Name of Agency/Company/Firm (Please Print)

Michael Pelletier Inside Sales Manager
Name and title of authorized representative (Please Print)

[Signature] 3/30/22
Signature of authorized representative
Date

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

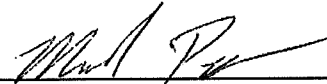


**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**


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	Edw. C. Levy Co.
Street Address	9300 Dix Ave.
City	Dearborn
State, Zip	MI, 48120
Corporate I.D. Number/State	38-1253012 / MI
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: Michael Pelletier

Witness Signature: 

Printed Name of Witness: Michelle Holowicki



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

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

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

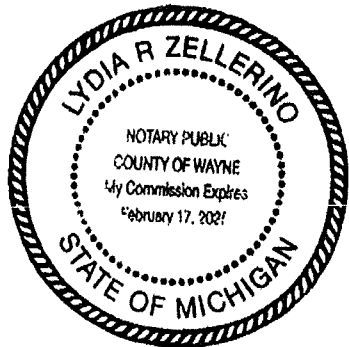
that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or 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]
SIGNATURE OF PERSON SUBMITTING BID

[Signature]
NOTARY'S SIGNATURE

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

My commission expires:
February 17, 2025



MATERIAL SAFETY DATA SHEET

TRADE NAME: Natural Sand & Gravel
2NS, Mortar Sand, Fill Sand,
Gravels, Pea Pebble, Road Gravel

SYNONYMS: Sand & Gravel

1.0 CHEMICAL PRODUCT AND COMPONENT DATA

<u>Component(s):</u>	<u>CAS #</u>	<u>% (Approx.)</u>	<u>ACGIH TLV-TWA</u>
Quartz (Crystalline Silica) usually greater than 1%	14808-60-7	100	30 mg/m ³ of total dust

2.0 PHYSICAL DATA

SOLUBILITY: NA
STABILITY: Stable
SPECIFIC GRAVITY: 2.55-2.80
FLASH POINT: NA
FLAMMABLE LIMITS: NA
APPEARANCE & ODOR: Brown or gray, no odor.

3.0 PERSONAL PROTECTION AND CONTROLS

RESPIRATORY: If airborne concentrations exceed recommended exposure limits, a suitable NIOSH/MSHA approved filter respirator should be worn. General ventilation or local exhaust is normally adequate to control dust emissions, if not, engineering controls should be utilized.

EYE: Safety glasses with side shields should be worn as minimum protection from impact. Dust goggles should be worn when excessively dusty conditions are present or anticipated.

GENERAL: The use of hard hats and hard toe shoes is recommended. Gloves may be worn to protect from abrasion.

4.0 FIRST AID

INHALATION: Remove to fresh air.
SKIN: Wash with soap and water.
EYE: Flush with water.

5.0 HEALTH HAZARDS

EXPOSURE LIMITS: ACGIH (PNOC) TLV - TWA
Total Dust: 30mg/m³ <1% quartz
Respirable Fraction: 10mg/m³ < 5% quartz

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE:

Exposure to dust may cause irritation to the skin, eyes, or respiratory system or may aggravate existing skin, eye, or respiratory system disease.

ROUTE OF EXPOSURE: Inhalation.

ACUTE TOXICITY: Exposure to dust may irritate the skin, eyes, or the respiratory system.

CHRONIC TOXICITY: Natural Sand & Gravel is not listed on the NTP, IARC, or OSHA lists of carcinogens.

Note: If irritation is aggravated or persists, contact a physician.

6.0 STORAGE AND SPECIAL PRECAUTIONS

Respirable dust may be generated during processing, handling, and storage. Lightly wetting the material will minimize the dust. Use personal protection equipment as suggested in Section 3.0.

7.0 SPILL, LEAK, AND DISPOSAL METHODS

Pick up mechanically or with hand tools and reuse, recycle, or dispose of as a common non-hazardous material. Manage such activities in accordance with all applicable environmental, health and safety laws, rules, or regulations.

8.0 TRANSPORTATION

DOT Hazard Classification and placards are not required. Some areas require the use of tarps on trucks during transportation of material.

9.0 ADDITIONAL INFORMATION

Contact: Edw. C. Levy Co.
8800 Dix Ave.
Detroit, MI 48209

Business Hours: (313) 843-7200
(313) 849-9338
(313) 849-9374

10.0 DATE ISSUED

May 2003

This Material Safety Data Sheet and the information contained herein is offered in good faith as accurate. It is the user's obligation to determine the suitability of and use this product safely and to comply with all applicable laws, rules, and regulations.



1. IDENTIFICATION

Product Identifier

Trade Name: Crushed Limestone

Recommended Uses: Limestone is used in the manufacture of bricks, mortar, cement, concrete, plasters, paving materials, other construction materials, steel, consumer goods, and other goods.

Recommended Restrictions: None Known

Manufacturer / Supplier:

Edward C. Levy Company
9300 Dix Ave.
Dearborn, Michigan 48120
Phone: 313-429-2200
www.edwclevy.com

Emergency telephone Number:

Tom Green
Director of Environmental and Health Services
Phone: (219) 429-2390
tgreen@edwclevy.com

2. HAZARD(s) IDENTIFICATION

Classification of the substance or mixture

Physical hazards: Not Classified

Health Hazards:

Carcinogenicity Category 1A

Specific Target organ toxicity, repeated exposure: Category 2

OSHA defined hazards: Not Classified

Label Elements: GHS08 Health Hazard



GHS07 Caution



Signal Word: Danger

Hazard Statement: May cause cancer. May cause damage to organs (lung) through prolonged or repeated exposure.

Precautionary Statement

Prevention: Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wear protective gloves / protective clothing / eye protection / face protection.



Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) and GHS Rev 03

Response: If exposed or concerned: Get medical attention/advice.

Storage: Restrict or control access to stockpile areas. Engulfment hazard: To prevent burial or suffocation, do not enter a confined space, such as a silo, bulk truck or other storage container or vessel that stores or contains aggregates without an effective procedure for assuring safety.

Disposal: Disposal of contents/container in accordance with local/regional/national/international regulations.

Other Hazards: None Known

Supplemental Information: Respirable Crystalline Silica (RCS) may cause cancer. Limestone is a naturally occurring mineral complex that contains varying quantities of quartz (crystalline silica). In its natural bulk state, limestone is not a known health hazard. Limestone may be subjected to various natural or mechanical forces that produce small particles (dust) which may contain respirable crystalline silica (particles less than 10 micrometers in aerodynamic diameter). Repeated inhalation of respirable crystalline silica (quartz) may cause lung cancer according to IARC and NTP; ACGIH states that it is a suspected cause of cancer. Other forms of RCS (e.g., tridymite and cristobalite) may also be present or formed under certain industrial processes.

3. Composition / Information on Ingredients:

Mixtures:

Chemical Name	CAS Number	%
Calcium Carbonate	1317-65-3	>50
Crystalline Silica	14808-60-7	<0.1

4. First-Aid Measures

Inhalation: Limestone Dust: Move to fresh air. Call a physician if symptoms develop or persist.

Skin Contact: Limestone Dust: Wash off with soap and water. Get medical attention if irritation develops and persists.

Eye Contact: Limestone Dust: Immediately flush with plenty of water for at least 15 minutes. Hold eyes apart. Occasionally lift the eye lid(s) to ensure thorough rinsing. Beyond flushing, do not attempt to remove material from the eye(s). Get medical attention if irritation develops or persists.

Ingestion: Limestone Dust: Rinse mouth and drink plenty of water. Never give anything by mouth to an unconscious person. Get medical attention.

Symptoms / Effects, acute and delayed: Prolonged inhalation may cause chronic health effects. This product contains crystalline silica. Prolonged or repeated inhalation of respirable crystalline silica liberated from the product can cause silicosis and may cause cancer.

indication of immediate Medical Attention and Special Treatment Needed: Provide general supportive measures and treat symptomatically. Keep victim under observation. Symptoms may be delayed.

General Information: Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves. Pre-existing medical conditions that may be aggravated by exposure including disorders of the eye, skin, and lung (including asthma and other breathing



disorders). If addicted to tobacco, smoking will impair the ability of the lungs to clear themselves of dust.

5. Fire-Fighting Measures

Suitable Extinguishing Media: Limestone is not flammable. Use fire-extinguishing media appropriate for surrounding materials.

Unsuitable Extinguishing Media: None known.

Specific Hazards arising from the chemical: No unusual fire or explosive hazards noted.

Special Protective Equipment and Precautions for Firefighters: Use protective equipment appropriate for surrounding materials.

Fire Fighting Equipment / Instructions: No specific precautions.

Specific Methods: Contact with powerful oxidizing agents may cause fire and/or explosion (see section 10 of SDS).

General Fire Hazards: No unusual fire or explosion hazards noted.

6. Accidental Release Measures:

Personal Precautions and Emergency Procedures: Wear appropriate protective equipment and clothing during clean-up of materials that contain or may liberate limestone dust.

Methods and Materials for Containment and Clean-Up: Spilled material, where dust is generated, may overexpose personnel to respirable crystalline silica-containing dust. Do not dry sweep or use compressed air for clean-up. Wetting of spilled material and/or use of respiratory protective equipment may be necessary.

Environmental Precautions: Avoid discharge of fine particulate matter into drains or water courses.

7. Handling and Storage:

Precautions for Safe Handling: Do not handle until all safety precautions have been read and understood. Keep formation of airborne dusts to a minimum. Provide appropriate exhaust ventilation at places where dust is formed. Do not breathe dust. Avoid prolonged exposure. Provide adequate ventilation. Where appropriate personal protective equipment. Observe good industrial hygiene practices.

Conditions for Safe Storage, including any Incompatibilities: Avoid dust formation.



8. Exposure controls / Personal protection:

Occupational exposure limits:

- 1- Value equivalent to OSHA formulas (29 CFR 1910.1000; 29 CFR 1917; 29 CFR 1918)
- 2- Value also applies to MSHA metal / Non-Metal (1972 TLV's at 39 CFR 56/57.5001)
- 3- OSHA enforces 0.250 mg/m³ in construction and shipyards (CPL-03-00-007)
- 4- Value also applies to OSHA construction (29CFR 1926.55 Appendix A) and shipyards (29 CFR 1915.1000, Table Z).
- 5- MSHA limit = 10 mg/m³.

U.S. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value	Form
Particulates not otherwise classified (CAS SEQ250)	PEL	5 mg/m ³	Respirable Fraction
		15 mg/m ³	Total Dust (4)
Calcium Carbonate (CAS 1317-65-3)	TWA	5 mg/m ³	Respirable Fraction (4)
		15 mg/m ³	Total Dust (5)

U.S. OSHA Table Z-3 (29 CFR 1910.1000)

Components	Type	Value	Form
Crystalline Silica (Quartz) (CAS 14808-60-7)	TWA	0.3 mg/m ³	Total Dust (1,2)
		0.1 mg/m ³	Respirable (1,2,3)
Tridimite and Cristobalite (other forms of crystalline silica) (CAS Mixture)	TWA	0.15 mg/m ³	Total Dust (1)
		0.05 mg/m ³	Respirable (1,2)
Particulates not otherwise classified (CAS SEQ250)	TWA	5 mg/m ³	Respirable Fraction (1)
		15 mg/m ³	Total Dust (1,4,5)

U.S. ACGIH Threshold Limit Values

Components	Type	Value	Form
Crystalline Silica (all Forms; CAS Mixture)	TWA	0.025 mg/m ³	Respirable Fraction
Particulates not otherwise classified (CAS Mixture)	TWA	3 mg/m ³	Respirable Particles (2)
		10 mg/m ³	Inhalable Particles (2)

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value	Form
Crystalline Silica (all Forms; CAS Mixture)	TWA	0.05 mg/m ³	Respirable Dust
Calcium Carbonate (CAS 1317-65-3)	TWA	5 mg/m ³	Respirable Fraction
		10 mg/m ³	Total Dust

Biological Limit Values: No biological exposure limits noted for the ingredient(s).

Exposure Guidelines: OSHA PELs, MSHA PELs, and ACGIH TLVs are 8-hr TWA values. NIOSH RELs are for TWA exposure up to 10-hr/day and 40-hr/wk. Occupational exposure to nuisance dust (total and respirable) and respirable crystalline silica should be monitored and controlled. Terms



Safety Data Sheet (SDS)

including "Particulates Not Otherwise Classified", "Particulates Not Otherwise Regulated", "Particulates Not Otherwise Specified", and "Inert or Nuisance Dust" are often used interchangeably; however the user should review each agency's terminology for differences in meanings.

Appropriate Engineering Controls: Good general ventilation (typically 10 air changes per hour indoors) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established to an acceptable limit.

Individual Protection Measures, Such as personal protective equipment

Eye/Face Protection: Wear safety glasses with side shields (or goggles).

Skin Protection

Hand Protection: Use personal Protective Equipment as required.

Other: Use personal Protective Equipment as required.

Respiratory Protection: When handling or performing work with limestone that produces dust or respirable crystalline silica in excess of applicable exposure limits, wear a NIOSH-approved respirator that is properly fitted and is in good condition. Respirators must be used in accordance with all applicable workplace regulations.

Thermal Hazards: Not anticipated. Wear appropriate thermal protective clothing, when necessary.

General Hygiene Considerations: Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and Chemical Properties

Appearance

Physical State: Solid

Form: Solid, Particles

Color: Tan / Gray Brown

Odor: Not Applicable

Odor Threshold: Not Applicable

pH: 7 to 9

Melting Point/freezing point: Not Applicable

Initial Boiling Point and Boiling Range: Not Applicable

Flash Point: Non-Combustible

Evaporation Rate: Not Applicable

Flammability (solid, gas): Not Applicable

Upper/Lower Flammability or Explosive Limits

Flammability limit – lower (%): Not Applicable



Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) and GHS Rev 03

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Flammability limit – upper (%): Not Applicable

Vapor Pressure: Not Applicable

Vapor Density: Not Applicable

Relative Density: Not Applicable

Solubility (ies)

Solubility (water): Insoluble

Partition coefficient (n-octanal/water): Not Applicable

Auto-ignition Temperature: Not Applicable

Decomposition Temperature: Not Applicable

Viscosity: Not Applicable

Other Information

Explosive Properties: Not Applicable

Flammability: Not Applicable

10. Stability and Reactivity

Reactivity: The product is stable and non-reactive under normal conditions of use, storage and transport.

Chemical Stability: Material is stable under normal conditions.

Possibility of Hazardous Reactions: No dangerous reaction known under conditions of normal use.

11. Toxicological Information:

Information on likely Routes of Exposure

Inhalation: Repeated inhalation of respirable crystalline silica (quartz) may cause silicosis, a fibrosis (scarring) of the lungs. Silicosis is irreversible and may be fatal. Silicosis increases the risk of contracting pulmonary tuberculosis. Some studies suggest that repeated inhalation of respirable silica may cause other adverse health effects including lung and kidney cancer.

Skin Contact: Dust may cause irritation through mechanical abrasion.

Eye Contact: Dust may cause irritation through mechanical abrasion.

Ingestion: Not likely, due to the form of the product. However, accidental ingestion of the content may cause discomfort.

Symptoms Related to the Physical, Chemical and Toxicological Characteristics: Dust may cause discomfort in the chest. Shortness of breath. Coughing.

Information on Toxicological Effects

Acute Toxicity: Not expected to be acutely toxic.

Skin Corrosion/Irritation: Not expected to be a skin hazard.



Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) and GHS Rev 03

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Eye Damage/Irritation: Direct contact with the eyes may cause temporary irritation.

Respiratory Sensitization: No respiratory effects known.

Skin Sensitization: Not known to be a dermal irritant or sensitizer.

Germ Cell Mutagenicity: No data available to indicate product or any component present at greater than 0.1% are mutagenic or genotoxic.

Carcinogenic Categories

IARC (International Agency for Research on Cancer): 14808-60-7, Quartz (SiO₂)

NTP (National Toxicology Program): 14808-60-7, Quartz (SiO₂)

OSHA-Ca (Occupational Safety & Health Administration): None of the ingredients are listed.

Reproductive Toxicity: Not expected to be a reproductive hazard.

Specific Target Organ Toxicity – Single Exposure: Not Classified.

Specific Target Organ Toxicity – Repeated Exposure: Respirable crystalline silica: May cause damage to organs (lung) through prolonged repeated exposure.

Aspiration Hazard: Due to the physical form of the product it is not an aspiration hazard.

Chronic Effects: Prolonged inhalation of respirable crystalline silica may be harmful. May cause damage to organs (lungs) through prolonged or repeated exposure. There are reports in the literature suggesting that excessive crystalline silica exposure may be associated with autoimmune disorders and other adverse health effects involving the kidney. In particular, the incidence of scleroderma (thickening of the skin caused by swelling and thickening fibrous tissue) appears to be higher in silicotic individuals. To date, the evidence does not conclusively determine a causal relationship between silica exposure and these adverse health effects.

12. Ecological Information

Ecotoxicity: Not expected to be harmful to aquatic organisms. Discharging limestone dust and fines into waterways may increase total suspended particulate (TSP) levels that can be harmful to certain aquatic organisms.

Persistence and Degradability: Not Applicable

Bioaccumulative Potential: Not Applicable

Mobility in Soil: Not Applicable

Other Adverse Effects: No other adverse environmental effects (e.g., ozone depletion, photochemical ozone creation potential, and global warming potential) are expected from this component.

13. Disposal Considerations

Disposal Instructions: Do not allow fine particulate matter to drain into sewers/water supplies. Do not contaminate ponds, waterways, or ditches with fine particulates. Dispose of contents in accordance with local/regional/national/international regulations.

Hazardous Waste Code: Not regulated.



Waste from Residues/unused Products: Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its containers must be disposed of in a safe manner (See disposal instructions).

Contaminated Packaging: Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty packaging materials should be recycled or disposed of in accordance with applicable regulations and practices.

14. Transportation Information

DOT: Not regulated as dangerous goods.

IATA: Not regulated as dangerous goods.

IMDG: Not regulated as dangerous goods.

Transport in Bulk According to Annex II of MARPOL 73/78 and the IBC Code: Not Applicable.

15. Regulatory Information

US Federal Regulations: This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D): Not Regulated

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050): Not Listed

CERCLA Hazardous Substance List (40 CFR 302.4): Not Listed

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard Categories: Immediate Hazard: No

Delayed Hazard: Yes

Fire Hazard: No

Pressure Hazard: No

Reactivity Hazard: No

SARA 302 Extremely Hazardous Substance: Not Listed

SARA 311/312 Hazardous Chemical: Yes

SARA 313 (TRI Reporting): Not Regulated

Other Federal Regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAP's) List: Not Regulated

Clean Air Act (CAA) Section 112® Accidental Release Prevention (40 CFR 68.130): Not Regulated

Safe Drinking Water Act (SDWA): Not Regulated

16. Other Information

Issue Date: 07/02/2015



Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) and GHS Rev 03

Revision Date: 04/07/2020

Version # Limestone SDS 04-06-2020

Disclaimer: The data supplied in this Safety Data Sheet is, to the best of our knowledge and belief, accurate and reliable. The Edw. C. Levy Company does not warrant or guarantee their accuracy or reliability and will not be liable for any loss or damage arising out of the use thereof. The information contained herein is offered for the user's consideration, examination, and determination of suitability.



CITY OF TROY
BID PROPOSAL

ITB-COT 22-16
Page 1 of 6

The undersigned proposes to furnish **ONE YEAR REQUIREMENTS OF AGGREGATES WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR**, in accordance with the attached specifications that are to be considered an integral part of the bid proposal, at the following prices:

COMPANY: MALONEY TRUCKING, INC.

PROPOSAL A

GENERAL DPW AGGREGATES

ITEM	EST QTY TONS	DESCRIPTION	PRICE PER TON
1.	350	6A SLAG	\$ 27.55
2.	700	22A GRAVEL	\$ 17.35
3.	300	PEA GRAVEL	\$ 25.85
4.	100	60/40 GRAVEL	\$ 20.95
5.	2,500	FILL SAND	\$ 12.75
6.	100	CRUSHED CONCRETE, 1" - 3"	\$ 20.00
7.	700	21AA LIMESTONE	\$ 23.10
8.	200	2NS SAND	\$ 20.00
9.	100	MASON SAND	\$ 20.00

DISCOUNT IF AWARDED ALL ITEMS ____% OR \$ _____

PROPOSAL B

ATHLETIC FIELD MATERIALS

ITEM	EST QTY TONS	DESCRIPTION	PRICE PER TON
1.	100	30A BALL DIAMOND SLAG	\$ 25.70
2.	100	ATHLETIC MEAL - SAFE SLIDE	\$ 38.25 38.25
3.	100	INFIELD MIX	\$ _____
4.	100	CLAY TRACKER SURFACER CTS-20	\$ _____
5.	100	CRUSHER DUST	\$ _____

DISCOUNT IF AWARDED ALL ITEMS ____% OR \$ _____

ESTIMATED QUANTITIES:

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

INFORMATION:

For additional general information or questions about this project, please Kurt Bovensiep at 248-524-3489, between the hours of 8:00 a.m. and 4:30 p.m. or k.bovensiep@troymi.gov.

DOWNPAYMENTS AND PREPAYMENTS:

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

AWARD:

Each item on this proposal will be considered as a separate bid. The City reserves the right to award the bid to the lowest responsible bidder for each item; to combine items if deemed in the City of Troy's best interest to do so; to reject low bids which have major deviations from the specifications; to accept a higher bid which has only minor deviations from the specifications.

LOCAL PREFERENCE:

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

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:

MINIMUM ORDER REQUIREMENTS: 50 tons

Within AS needed hours after a verbal request for material.

CONTACT INFORMATION:

Hours of operation: 7:00 - 5:00 PM 24 Hr. Emergency Phone No. 248-379-6565

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.

SUBCONTRACTORS:

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

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.

TERMINATION FOR CONVENIENCE:

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

COMPANY: MALONEY TRUCKING

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 Berkeley
ADDRESS: 3338 Coakley Hwy
PHONE: 248-658-3490 CONTACT Shawn

EMAIL: _____

COMPANY: City of Clawson
ADDRESS: 635 W. Elmwood
PHONE: 248-288-3222 CONTACT Matt

EMAIL: _____

COMPANY: 7-75 Aggregate
ADDRESS: 14415 CMIR
PHONE: 248-431-0310 CONTACT Tammy

EMAIL: _____

COMPANY: Maloney Trucking

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

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

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

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

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

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

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

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

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

INSURANCE VERIFICATION:

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

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

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

COMPANY NAME: MALONEY TRUCKING

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

ADDITIONAL INSURED:

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

CANCELLATION NOTICE:

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

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

PROOF OF INSURANCE COVERAGE:

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

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

LETTER VERIFICATION:

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

FINAL INSURANCE CERTIFICATE SUBMISSION:

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

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:

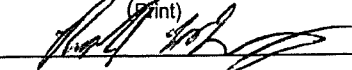
The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addendum as issued.

COMPANY MALONEY TRAINING

ADDRESS 1871 Birchwood CITY TROY STATE MI ZIP 48063

TELEPHONE NO. (313) 374-6565 FAX NO. (313) 817-5373

REPRESENTATIVE'S NAME Russell Maloney

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE 

TERMS net-30 WARRANTY _____

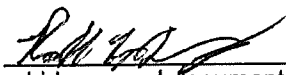
E-MAIL maloneytraining@yahoo.com DELIVERY TIME: As needed

All or None Award - Please check this box if this bid proposal is based on an all or none award – "One Lot Pricing" not to be broken up by item.

EXCEPTIONS:

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

ACKNOWLEDGEMENT:

I, , 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.



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

The undersigned, the owner or authorized officer of MALONEY TRUCKING (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 MALONEY TRUCKING and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

BIDDER: [Signature]

By: MALONEY TRUCKING

Its: OWNER

STATE OF MICHIGAN-Notary Public

)ss.

COUNTY OF Macomb

This instrument was acknowledged before me on the 29th day of March 2022, by

Erin M. Visger 3/29/2022

ERIN M. VISGER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires Feb. 7, 2023
Acting in the County of Macomb

3/29/2022



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

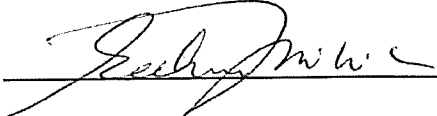
Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	MALONEY TRADING
Street Address	1871 Birchwood
City	TROY
State, Zip	MI 48063
Corporate I.D. Number/State	383348871
Taxpayer I.D. #	383781797

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: Russell MALONEY

Witness Signature: 

Printed Name of Witness: EDISA MUJIC



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

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

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

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

I am able to certify to the above statements.

MALONEY TRUCKING
Name of Agency/Company/Firm (Please Print)

Russell MALONEY
Name and title of authorized representative (Please Print)


Signature of authorized representative
Date 7.28.2022

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



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Russell Maloney, being duly sworn deposed, says that he/she
(Print Full Name)

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

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

[Signature]
SIGNATURE OF PERSON SUBMITTING BID

Erin M. Visger 3/29/2022
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 29th day of March, 2022 in and for Macomb
County.

My commission expires:
February 7, 2023.

ERIN M. VISGER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires Feb. 7, 2023
Acting in the County of Macomb

3/29/2022



Legal Status of Bidder:

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

A ~~corporation~~ duly organized and doing business under the laws of the State of MICHIGAN for whom MALORY TRACY, bearing the office title of Genl, 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
BID PROPOSAL**

**ITB-COT 22-16
Page 1 of 6**

The undersigned proposes to furnish **ONE YEAR REQUIREMENTS OF AGGREGATES WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR**, in accordance with the attached specifications that are to be considered an integral part of the bid proposal, at the following prices:

COMPANY: Tri-City Aggregates Inc.

PROPOSAL A

GENERAL DPW AGGREGATES

ITEM	EST QTY TONS	DESCRIPTION	PRICE PER TON
1.	350	6A SLAG	\$ _____
2.	700	22A GRAVEL	\$ _____
3.	300	PEA GRAVEL	\$ _____
4.	100	60/40 GRAVEL	\$ _____
5.	2,500	FILL SAND	\$ <u>10.25</u>
6.	100	CRUSHED CONCRETE, 1" - 3"	\$ _____
7.	700	21AA LIMESTONE	\$ _____
8.	200	2NS SAND	\$ _____
9.	100	MASON SAND	\$ _____

DISCOUNT IF AWARDED ALL ITEMS ____% OR \$ _____

PROPOSAL B

ATHLETIC FIELD MATERIALS

ITEM	EST QTY TONS	DESCRIPTION	PRICE PER TON
1.	100	30A BALL DIAMOND SLAG	\$ _____
2.	100	ATHLETIC MEAL	\$ _____
3.	100	INFIELD MIX	\$ _____
4.	100	CLAY TRACKER SURFACER CTS-20	\$ _____
5.	100	CRUSHER DUST	\$ _____

DISCOUNT IF AWARDED ALL ITEMS ____% OR \$ _____

ESTIMATED QUANTITIES:

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

INFORMATION:

For additional general information or questions about this project, please Kurt Bovensiep at 248-524-3489, between the hours of 8:00 a.m. and 4:30 p.m. or k.bovensiep@troymi.gov.

DOWNPAYMENTS AND PREPAYMENTS:

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

AWARD:

Each item on this proposal will be considered as a separate bid. The City reserves the right to award the bid to the lowest responsible bidder for each item; to combine items if deemed in the City of Troy's best interest to do so; to reject low bids which have major deviations from the specifications; to accept a higher bid which has only minor deviations from the specifications.

LOCAL PREFERENCE:

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

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:

MINIMUM ORDER REQUIREMENTS: 50 Ton

Within 48 hours hours after a verbal request for material.

CONTACT INFORMATION:

Hours of operation: 6AM-4PM 24 Hr. Emergency Phone No. 248 634-8276

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.

SUBCONTRACTORS:

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

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.

TERMINATION FOR CONVENIENCE:

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

COMPANY: Tri-City Aggregates Inc

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: Road Commission for Oakland County
ADDRESS: 2420 Pontiac Hk Rd Waterford MI 48328
PHONE: 248-645-2000 CONTACT Steve Printz

EMAIL: _____

COMPANY: Grand Blanc Township
ADDRESS: PO Box 1833 Grand Blanc MI 48439
PHONE: 810-694-5300 CONTACT _____

EMAIL: _____

COMPANY: City of Rochester Hills
ADDRESS: 1000 Rochester Hills Drive
PHONE: 248-841-2533 CONTACT _____

EMAIL: _____

COMPANY: Tri-City Aggregates Inc

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

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

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

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

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

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

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

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

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

INSURANCE VERIFICATION:

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

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

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

COMPANY NAME: Tri-City Aggregates Inc.

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

ADDITIONAL INSURED:

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

CANCELLATION NOTICE:

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

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

PROOF OF INSURANCE COVERAGE:

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

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

LETTER VERIFICATION:

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

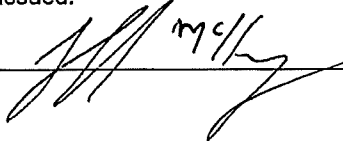
FINAL INSURANCE CERTIFICATE SUBMISSION:

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

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: 

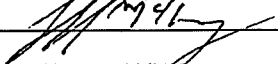
NOTE:
The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addendum as issued.

COMPANY Tri-City Aggregates Inc

ADDRESS PO Box 182 CITY Holly STATE MI ZIP 48442

TELEPHONE NO. (248) 634-8276 FAX NO. (248) 634-3301

REPRESENTATIVE'S NAME Jeff McKay

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE 
(Print)

TERMS 30 days WARRANTY

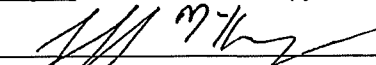
E-MAIL sgc@tcagoc.com DELIVERY TIME: 48 hours

All or None Award - Please check this box if this bid proposal is based on an all or none award – "One Lot Pricing" not to be broken up by item.

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

ACKNOWLEDGEMENT:

I, Jeff McKay, 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:

A **corporation** duly organized and doing business under the laws of the State of Michigan
for whom Jeff McKay, bearing the office title of Treasurer
_____, 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:

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



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

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

List any Familial Relationships:

BIDDER:
Tri-City Aggregates Inc

By: Jeff McKay *Jeff McKay*
Its: Treasurer

STATE OF MICHIGAN)
)ss.
COUNTY OF Oakland)

Paula K Rumbold
Notary Public - State of Michigan
County of Oakland
My Commission Expires 12/26/2023
Acting In the County of OAKLAND

This instrument was acknowledged before me on the 16th day of March 2022, by
[Signature]



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Jeff McKay, being duly sworn deposed, says that he/she
(Print Full Name)

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

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

[Signature]
SIGNATURE OF PERSON SUBMITTING BID

Paula K Rumbold
Notary Public - State of Michigan
County of Oakland
My Commission Expires 12/26/2023
Acting in the County of OAKLAND

[Signature]
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 16th day of March, 2022 in and for _____
OAKLAND County.

My commission expires:
12/26/23



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

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

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

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

I am able to certify to the above statements.

Tri-City Aggregates Inc.
Name of Agency/Company/Firm (Please Print)

Jeff McKay Treasurer
Name and title of authorized representative (Please Print)

MM/16
Signature of authorized representative
Date

3-16-22

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

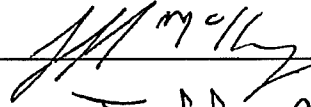


**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**


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	Tri-City Aggregates Inc.
Street Address	14300 Shields Rd
City	Holly
State, Zip	MI 48442
Corporate I.D. Number/State	38-1974503
Taxpayer I.D. #	38-1974503

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: Jeff McKay

Witness Signature: 

Printed Name of Witness: Mark Hill



500 West Big Beaver
 Troy, MI 48084
 troymi.gov

CITY COUNCIL AGENDA ITEM

Date: April 25, 2022

To: Mark F. Miller, City Manager

From: Bob 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 – Aggregates

History

- Aggregate material is used by the Department of Public Works to maintain City infrastructure including underground systems.
- These systems require specific materials to meet different compaction ratings.
- The type of project or maintenance will dictate what type of aggregate is required.
- Aggregates are purchased on an as needed basis throughout the year to meet these demands and to replenish an inventory located at the Public Works yard.
- The current contract expires April 30, 2022.

Purchasing

- On March 31, 2022, a bid opening was conducted as required by City Charter/Code for one (1) year requirements of aggregates 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
- Two hundred and thirty-one (231) vendors were notified via the MITN website.
- Seven (7) bid responses were received.
- Below is a detailed summary of potential vendors for the bid opportunity:

Companies notified via MITN	231
Troy Companies notified via MITN	7
Troy Companies notified - Active email Notification	7
Troy Companies - Active Free	0
Companies that viewed the bid	11
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.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- Upon review of the bid proposals, it was determined that the bid from *Maloney Trucking, LLC a Troy, MI* vendor for Proposal A- Item 2, 22A Gravel, met the local preference bid language which states:

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

- *Maloney Trucking, LLC* agreed to meet the low bid pricing by line for Proposal A- Item 2 and is therefore being recommended for award of this item as specified and as per the pricing listed below.
- After reviewing the bid proposals, it is being recommended to award contracts to the following five (5) low bidders meeting specifications by line item at the unit prices as detailed below:

Proposal A:

Item	Est Qty per Ton	Price per Ton	Est Total Cost
Maloney Trucking 2. 22A Gravel	700	\$17.20	\$12,040.00
Osburn Industries Inc. 3. Pea Gravel	300	\$23.00	\$6,900.00
4. 60/40 Gravel	100	\$26.90	\$2,690.00
7. 21AA Limestone	700	\$20.00	\$14,000.00
AMS Grounds 6. Crushed Concrete 1"-3"	100	\$18.80	\$1,808.00
9. Mason Sand	100	\$15.53	\$1,553.00
Edwin. C. Levy Co. 1. 6A Slag	350	\$25.02	\$8,757.00
8. 2NS Sand	200	\$18.40	\$3,680.00
Tri-City Aggregates Inc. 5. Fill Sand	2500	\$10.25	\$25,625.00
Proposal A Estimated Total Cost			<u>\$77,053.00</u>

Proposal B:

Item	Est Qty per Ton	Price per Ton	Est Total Cost
Osburn Industries Inc. 1. 30A Ball Diamond Slag	100	\$24.25	\$2,425.00
2. Athletic Meal	100	\$33.00	\$3,300.00
Proposal B Estimated Total Cost			<u>\$5,725.00</u>



500 West Big Beaver
 Troy, MI 48084
 troymi.gov

CITY COUNCIL AGENDA ITEM

Financial

Funds are budgeted and available through the Public Works operating budgets for the Streets, Parks and Water Divisions for the 2022 and 2023 Fiscal Years.

Recommendation

City Management recommends awarding one (1) year contracts with the option to renew for one (1) additional year to the low bidders meeting specifications and local preference requirements, *Maloney Trucking, LLC of Troy, MI* for line item 2 Proposal A, *Osburn Industries of Taylor, MI* for items 3, 4, and 7 from Proposal A and item 1 and 2 from Proposal B, *AMS Grounds of Ypsilanti, MI* for items 6 and 9 from Proposal A, *Edw. C. Levy Co. of Dearborn, MI* for item 1 and 8 from Proposal A, and *Tri-City Aggregates Inc. of Holly, MI* for item 5. Line items 3, 4, and 5 in Proposal B received no bids and will be purchased on an as needed basis using the informal three-quote process. Aggregates are to be purchased as specified on as needed basis and as per unit bid prices listed in the bid tabulation opened March 31, 2022; contracts to expire April 30, 2024.

<u>Company</u>	<u>Items</u>	<u>Estimated Total Cost</u>
<i>Proposal A</i>		
Maloney Trucking	2	\$12,040.00
Osburn Industries	3, 4, 7	\$23,590.00
AMS Grounds	6, 9	\$3,361.00
Edwin C. Levy	1, 8	\$12,437.00
Tri-City Aggregates Inc.	5	\$25,625.00
<i>Proposal B</i>		
Osburn Industries	1, 2	\$5,725.00
Estimated Total Cost		\$82,778.00

VENDOR NAME:	Osburn Industries, Inc.	AMS Grounds	Edw. C. Levy Co.	Maloney Trucking Inc.
CITY:	Taylor, MI	Ypsilanti, MI	Dearborn, MI	Troy, MI

PROPOSAL: One-Year Requirements of Aggregates with an Option to Renew for one (1) additional year.

Proposal A: GENERAL DPW AGGREGATES										
Item	Est. Qty. (Tons)	Description	Price/Ton	Extension Price	Price/Ton	Extension Price	Price/Ton	Extension Price	Price/Ton	Extension Price
1.	350	6A SLAG	NO BID		NO BID		\$25.02	\$8,757.00	\$27.55	\$9,642.50
2.	700	22A GRAVEL	\$19.50	\$13,650.00	\$17.20	\$12,040.00	NO BID		\$17.35	\$12,145.00
3.	300	PEA GRAVEL	\$23.00	\$6,900.00	\$26.49	\$7,947.00	\$24.35	\$7,305.00	\$25.85	\$7,755.00
4.	100	60/40 GRAVEL	\$26.90	\$2,690.00	\$27.25	\$2,725.00	NO BID		\$28.95	\$2,895.00
5.	2,500	FILL SAND	\$11.25	\$28,125.00	\$10.50	\$26,250.00	\$12.77	\$31,925.00	\$12.75	\$31,875.00
6.	100	CRUSHED CONCRETE, 1" - 3"	\$18.35	\$1,835.00	\$18.08	\$1,808.00	NO BID		\$20.00	\$2,000.00
7.	700	21AA LIMESTONE	\$20.00	\$14,000.00	\$20.99	\$14,693.00	NO BID		\$23.10	\$16,170.00
8.	200	2NS SAND	\$18.50	\$3,700.00	\$20.16	\$4,032.00	\$18.40	\$3,680.00	\$20.00	\$4,000.00
9.	100	MASON SAND	\$15.75	\$1,575.00	\$15.53	\$1,553.00	NO BID		\$20.00	\$2,000.00
Discount if Awarded All Items:			\$0.00		Not Specified		\$0.00		Not Specified	
ESTIMATED TOTAL PROPOSAL A:			\$72,475.00		\$71,048.00		\$51,667.00		\$88,482.50	

Proposal B: ATHLETIC FIELD MATERIALS										
Item	Est. Qty. (Tons)	Description	Price/Ton	Extension Price	Price/Ton	Extension Price	Price/Ton	Extension Price	Price/Ton	Extension Price
1.	100	30A BALL DIAMOND SLAG	\$24.25	\$2,425.00	\$33.50	\$3,350.00	NO BID		\$25.70	\$2,570.00
2.	100	ATHLETIC MEAL	\$33.00	\$3,300.00	\$40.65	\$4,065.00			\$38.25	\$3,825.00
3.	100	INFIELD MIX	NO BID		NO BID				NO BID	
4.	100	CLAY TRACKER SURFACER CTS-20								
5.	100	CRUSHER DUST								
Discount if Awarded All Items:			\$0.00		Not Specified		\$0.00		Not Specified	
ESTIMATED TOTAL PROPOSAL B:			\$5,725.00		\$7,415.00		\$0.00		\$6,395.00	
ESTIMATED GRAND TOTAL:			\$78,200.00		\$78,463.00		\$51,667.00		\$94,877.50	

Minimum Order Requirements:	50 tons approx.	45 tons	50 tons	50 tons
# of Hours Within Request:	48 hours	24 hours	24 hours	As Needed
Contact Information:				
Hrs. of Operation	8-5	24/7	6AM - 5PM	7AM - 5PM
24 Hr. Phone No.	313-363-0080	734-330-0000	313-429-2200	248-379-6565
References:	Y or N	Y	Y	Y
Insurance Met:	Y or N	Y	Y	Y
Warranty:	Not Specified	Not Specified	Not Specified	Not Specified
Payment Terms:	Net 30	Net 30	Net 30	Net 30
Delivery Time:	48 hours	Not Specified	8AM - 5PM	As Needed
Exceptions:	Items not bid are not available	None	Pricing not valid during frost days. Fuel surcharges will apply after diesel fuel Midwest average reaches 4.101. Based on product availability.	None
Acknowledgement:	Y or N	Y	Y	Y
All or None Award:	Y or N	N	N	N
Forms:	Y or N	Y	Y	Y

Awarded Bid
 Local Preference Within 5%

VENDOR NAME:	Latigo Transport Inc.	Richmond Transport, Inc.	Tri-City Aggregates Inc.
CITY:	Imlay City, MI	Lenox, MI	Holly, MI

PROPOSAL: One-Year Requirements of Aggregates with an Option to Renew for one (1) additional year.

Proposal A: GENERAL DPW AGGREGATES

Item	Est. Qty. (Tons)	Description	Price/Ton	Extension Price	Price/Ton	Extension Price	Price/Ton	Extension Price
1.	350	6A SLAG	NO BID		NO BID		NO BID	
2.	700	22A GRAVEL	\$19.00	\$13,300.00	\$20.25	\$14,175.00		
3.	300	PEA GRAVEL	\$26.00	\$7,800.00	\$27.00	\$8,100.00		
4.	100	60/40 GRAVEL	\$28.25	\$2,825.00	\$28.25	\$2,825.00		
5.	2,500	FILL SAND	\$15.00	\$37,500.00	\$13.00	\$32,500.00	\$10.25	\$25,625.00
6.	100	CRUSHED CONCRETE, 1" - 3"	\$26.00	\$2,600.00	\$21.00	\$2,100.00	NO BID	
7.	700	21AA LIMESTONE	\$22.40	\$15,680.00	\$22.90	\$16,030.00		
8.	200	2NS SAND	\$19.00	\$3,800.00	\$20.30	\$4,060.00		
9.	100	MASON SAND	\$18.00	\$1,800.00	\$19.50	\$1,950.00		
Discount if Awarded All Items:			\$0.00		Not Specified		Not Specified	
ESTIMATED TOTAL:			\$85,305.00		\$81,740.00		\$25,625.00	

Proposal B: ATHLETIC FIELD MATERIALS

Item	Est. Qty. (Tons)	Description	Price/Ton	Extension Price	Price/Ton	Extension Price	Price/Ton	Extension Price
1.	100	30A BALL DIAMOND SLAG	NO BID		NO BID		NO BID	
2.	100	ATHLETIC MEAL						
3.	100	INFIELD MIX						
4.	100	CLAY TRACKER SURFACER CTS-20						
5.	100	CRUSHER DUST						
Discount if Awarded All Items:								
ESTIMATED TOTAL:								
ESTIMATED GRAND TOTAL:			\$85,305.00		\$81,740.00		\$25,625.00	

Minimum Order Requirements:		50 tons	50 tons	50 tons
# of Hours Within Request:		48 hours	24 hours	48 hours
Contact Information:				
Hrs. of Operation		As Needed	7AM - 5PM	6AM - 4PM
24 Hr. Phone No.		810-343-3371	586-727-1627	248-634-8276
References:	Y or N	Y	Y	Y
Insurance Met:	Y or N	Y	Y	Y
Warranty:		Not Specified	N/A	Not Specified
Payment Terms:		Net 30	Net 30 Days	30 Days
Delivery Time:		48 hours	Within 24 hours	48 hours
Exceptions:		None	None	None
Acknowledgement:	Y or N	Y	Y	Y
All or None Award:	Y or N	N	N	N
Forms:	Y or N	Y	Y	Y

ATTEST:
 (*Bid Opening conducted via a Go-To Meeting)
 Scott Carruthers
 Andrew Chambliss
 Beth Zaccardelli

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 Hylant - Detroit 2401 W. Big Beaver Rd. Ste 400 Troy MI 48084	CONTACT NAME:	
	PHONE (A/C, No, Ext): 248-643-8750	FAX (A/C, No):
E-MAIL ADDRESS: susan.thompson@hylant.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Old Republic Insurance Company		24147
INSURED Edw. C. Levy Co. Its Subsidiaries, Divisions & Affiliates 9300 Dix Avenue Dearborn MI 48120	EDWCLEV-01	INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES

CERTIFICATE NUMBER: 946079350

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"/> Broad Form P.D. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		MWZY31417521	10/1/2021	10/1/2022	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 0
							PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
							Project Aggregate	\$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		MWTB31418321	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWXS31417421	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

The City of Troy including all elected and appointed officials, all employees and volunteers, boards, commissions, and/or authorities and council members, including employees, and volunteers thereof are included as Additional Insured with respect to General Liability and Auto Liability on a primary and non-contributory basis, as required by written contract. 30 day Notice of Cancellation, Ten Days for Non-Payment of Premium, applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Troy 500 W. Big Beaver Troy MI 48084	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>Nicholas R. Hylant</i>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2022

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 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 Knight Insurance Group 22 North Erie Street Toledo OH 43604-6943 License#: 957718 AJSMAIN-01	CONTACT NAME: Nick Etter PHONE (A/G, No, Ext): 419-254-2417 E-MAIL ADDRESS: etter@knightinsurance.com	FAX (A/G, No): 844-201-0753	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED A J's Maintenance & Services, LLC dba AMS Grounds 2416 E. Michigan Ave Ypsilanti MI 48198-5811	INSURER A : Grange Insurance Companies		40118
	INSURER B : Accident Fund		11573
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 10342807

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CPP2797852	12/8/2021	12/8/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA 2797853	12/8/2021	12/8/2022	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP2797854	12/8/2021	12/8/2022	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
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 <input type="checkbox"/> N/A	WCV6221191	6/1/2021	6/1/2022	PER STATUTE	
							OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Leased/Rented Equipment Cargo			GPP2797852	12/8/2021	12/8/2022	Leased/Rented Equip Deductible	\$100,000
							Limit/Deductible	\$1,000
								\$25,000/\$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 on General Liability on a primary and noncontributory basis when required by contract per attached policy form. 30 Day notice of cancellation applies except 10 days for nonpayment of premium.

CERTIFICATE HOLDER**CANCELLATION**

City of Troy 500 West Big Beaver Rd. Troy MI 48084	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>Kenneth P. Knight</i>
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Grange Ins. Co. of Michigan
P.O. Box 1218
Columbus, Ohio 43216-1218

Endorsement

IL 20

Policy Number: CPP 2797852

Contractors' Optimum Endorsement

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **Coverage A - Bodily Injury And Property Damage Liability**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C - Medical Payments** 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 - Bodily Injury And Property Damage Liability** for damages or under **Coverage C - Medical Payments** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce any other Construction Project General Aggregate Limit for any other construction project.

XVIII. Supplementary Payments Increased Limits

Under **Supplementary Payments - Coverage A. and B. of Section I:**

- A. Paragraph 1.b. is replaced with the following:
 - b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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

XIX. Broad Form Named Insured

Section II - Who Is An Insured is amended to include as a Named Insured any organization or subsidiary thereof which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

This provision **XIX.** does not apply to "bodily injury", "property damage" or "personal and advertising injury" with respect to which a Named Insured under this policy is also a Named Insured under another policy or would be a Named Insured under such policy but for its termination or upon exhaustion of its limits of insurance.

XX. Additional Insureds Required By Contract

- A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement or that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:
 1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;

Endorsement

IL 20

Policy Number: CPP 2797852

Contractors' Optimum Endorsement

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

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

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including, but not limited to:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

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

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other

than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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

XXI. Additional Insured - Lessor Of Leased Equipment - Automatic Status When Required In Lease Agreement With You

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

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

This provision **XXI.** Does not apply to any person or organization included as an additional insured by an endorsement issued by us and made a part of the Coverage Form.

- B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which

Endorsement

IL 20

Policy Number: CPP 2797852

Contractors' Optimum Endorsement

C. The following definition is added to the Section V - Definitions:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this provision XXVII., the definition of "property damage" in Section V - Definitions is replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

XXVIII. Duties In The Event Of Occurrence, Offense, Claim Or Suit - Redefined

- A. The requirement in Condition 2.a. of Section IV - Commercial General Liability**

Conditions that you must see to it that we are notified of an "occurrence" only applies when the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An officer of the corporation if you are a corporation;
4. Your members and managers, if you are a limited liability company;
5. Your insurance manager; or
6. The trustee, if you are a trust.

B. The requirement in Condition 2.b. of Section IV - Commercial General Liability Conditions that you must see to it that we receive written notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An officer of the corporation if you are a corporation;
4. Your members and managers if you are a limited liability company;
5. Your insurance manager; or
6. The trustee, if you are a trust.

XXIX. Blanket Primary And Noncontributory - Other Insurance Condition

Section IV - Commercial General Liability Conditions, is amended by the addition of the following to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary and Noncontributory

Insurance provided under this policy shall apply on a primary basis and shall not seek contribution from any other insurance available to an additional insured added to this policy by provisions XX., XXI., XXII. and XXIII., subject to the following conditions:

Endorsement

IL 20

Policy Number: CPP 2797852

Contractors' Optimum Endorsement

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

XXX. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required Within A Written Agreement With You - Blanket

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Other To Us is amended by the addition of the following:

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

1. Your ongoing operations or "your work" done under a written contract with that person or organization and included in the "products-completed operations hazard"; or
2. The ownership, maintenance or use of that part of the premises leased to you.

The waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive the rights of recovery under this policy, but only to the extent that subrogation is waived prior to any injury or damage under a contract with that person or organization. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

XXXI. Mobile Equipment Redefined

Paragraph 12.f., subparagraph (1) of **Section V - Definitions** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

XXXII. Unintentional Failure To Disclose Hazards

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Coverage Form will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery. This provision does not affect our right to collect additional premium as a result of any unintentional error or omission. In addition, this provision does not affect our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

XXXIII. Liberalization Clause

If we revise this Contractors' Optimum Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2022

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: Kelly Truxal PHONE (A/C, No, Ext): (248) 519-1418 FAX (A/C, No): (248) 519-1401 E-MAIL ADDRESS: ktruxal@ghbh.com	
INSURED Tri-City Aggregates, Inc. 14300 Shields Road P.O. Box 182 Holly MI 48442		INSURER(S) AFFORDING COVERAGE INSURER A: Secura Insurance Companies INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22543	

COVERAGES

CERTIFICATE NUMBER: 22-23 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage Included <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	CP3250747	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA3250748	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			CU3326889	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC3250749	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: Aggregates. The City of Troy, including Architects and Engineers, all elected and appointed officials, all employees and volunteers, boards, commissions, and/or authorities and their board members, employees, and volunteers are Additional Insureds for General Liability (ILE1037 1105 - attached) when required by written contract. 30 Day Notice of Cancellation (Except Non-Payment of Premium) applies in favor of the City of Troy for General Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Troy
500 W. Big Beaver Rd.
Troy, MI 48084

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

R McGregor/TRUXAL

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED WRAP

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

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

Additional Insured provisions provided in this endorsement contain equivalent language to Insurance Services Office Endorsements CG 20 10 07 04 and CG 20 37 07 04. If a written contract or written agreement between you and the additional insured specifies that coverage for the additional insured form be provided by Endorsements CG 20 10 07 04 and/or CG 20 37 07 04, this endorsement shall be interpreted to comply with such requirement, but only to the extent that such coverage is included within the terms of the Coverage Part to which this endorsement is attached.

A. Additional Insured When Required By Written Construction Contract

1. Operations Performed For An Additional Insured

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

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

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

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

2. Limitations

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

- a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. This insurance does not apply to "bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- c. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.

- d. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

B. Additional Insured When Required By Written Construction Contract – Completed Operations

1. Additional Insured – Completed Operations

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

2. Limitations

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

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

C. Primary And Noncontributory

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

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

Excess Insurance

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

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

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

We waive any right of recovery we may have to recover we make for all or part of any payment we have made under this Coverage Part arising out of "your work" under a written contract or written agreement

requiring such waiver with that person or organization. However, our rights may only be waived prior to the "occurrence" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

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

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

F. Additional Condition

The following condition is added:

Additional Insured Duty To Notify

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

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

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

NOTEPAD

INSURED'S NAME Osburn Industries, Inc.

OSBURN-1
OP ID: MP

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Date 08/19/2021

Complete Named Insured: Osburn Industries; Dale Osburn Inc; Truckway Services Inc of Michigan; Detroit Bulk Dock Inc; RT Materials LLC; Motor City Materials LLC, Fifty Two Mineral LLC, Pleasant Ave Acquisitions, LLC

Philadelphia Insurance Co. Policy# PPK1543258, (3 year) Policy Term 8/31/19 - 8/31/22 Onsite Pollution Liability Limits \$1,000,000 with \$10,000 Deductible

Marine GL, Terminal Operators Legal Liability, Stevedore's Legal Liability, Wharfinger's Legal Liability through Travelers Ins. Co.: Policy #ZOL-81M05947-20-ND, Policy Term: 08/31/2021 - 08/31/2022, Liability Limit: \$1,000,00 Each Occurrence/\$2,000,000 Aggregate.

Excess Liability/Terminal Operators with Travelers: Policy # ZOX-71M05704-20-ND, Policy Term: 08/31/2021 to 08/31/2022, \$4,000,000 Occurrence Limit is over Marine General Liability.

Additional Insured - OMOL0148.

Excess Liability - extends over the following policies:
General Liability - EPP0209294
Auto Liability - X78348
Workers Compensation and Employers Liability - X78348

Motor Truck Cargo Limit: Transportation limit is \$25,000 with \$2500 deductible, MTC - Scheduled Equipment Limit for two units with \$250,000 limit and remaining with \$5,000 limit with \$2500 Deductible. Policy # EPP0209294, Policy Term 8/31/2021 - 8/31/2022

Contractors Pollution Coverage (offsite)
Colony Insurance CO. CSPUC4203860 1/1/2021 - 1/1/2022
Limit of Liability: \$2,000,000 each pollution limit, \$2,500 Deductible
(Limit of Pollution coverage increased from \$1mil to \$2mil eff 7/14/2020)

GL Endt
GA4094 10/01 PRIMARY / NON-CONTRIBUTORY AMENDMENT OF CONDITIONS FOR DESIGNATED ADDITIONAL INSUREDS
GA233 09/15 CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT.

Auto Endt
CA-0444F(3-10) Waiver of Transfer of Rights of Recovery Against Others to Us
CA-7210(10-98) Additional Insured - Designated Person or Organization - Primary
IL-7002(10-90) Notice of Cancellation Endorsement

WC Endt
WC 00 03 13 (04-84) Waiver of Our Right to Recover From Others Endorsement

NOTEPAD:

HOLDER CODE CITYTRO
INSURED'S NAME Osburn Industrles, Inc.

OSBUR-1
OP ID: MP

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Date 08/19/2021

Amended cancellation clause:

Should any of the above described policies be cancelled or materially changed before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named to the left.