

CITY COUNCIL MINUTES

February 27, 2023

Standard Purchasing Resolution 2: Award to Low Bidders Meeting Specifications – Asphalt Paving Materials – Hot Patch

Resolution #2023-02-032-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract to provide Asphalt Paving Materials – Hot Patch with an option to renew for one (1) additional year to the lowest bidder(s) by line item to *Cadillac Asphalt of Farmington Hills, MI* as the primary supplier for items #1, #2, #3, #4, #5, #6 and #7 and *Sealmaster of Michigan/GemSeal of Romulus, MI* as the primary supplier for items #8, #9, #10 and #11 at unit prices contained in the bid tabulation opened February 16, 2023, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; to be ordered on an as needed basis and based on proximity; contracts expiring December 31, 2024.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the City to use secondary suppliers, *Ajax Materials Corporation of Troy, MI* for items #1, #2, #3, #6, #7 and #8 and *Cadillac Asphalt of Farmington Hills, MI* for item #9 in the event that the primary supplier is unable to provided materials as specified under the same pricing, terms and conditions as originally bid; to be ordered on an as needed basis and based on proximity.

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

PURCHASE ORDER

No. 2023-00000973
 DATE: 03/15/2023
 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

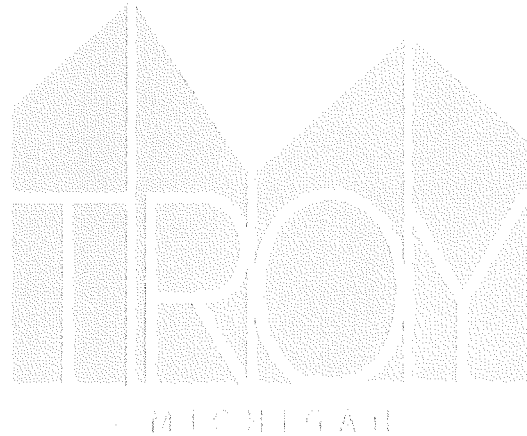
EXPIRATION DATE
 12/30/2023
COUNCIL RESOLUTION
 2023-02-032-J-4c
INSTRUCTIONS
 Return to Department

VENDOR NO. 108433

Vendor
 AJAX MATERIALS CORPORATION
 PO BOX 7058
 TROY, MI 48007

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
100	Ton	1100T 36A Wearing	92.5000	\$9,250.00
300	Ton	1100T 20AA Leveling	86.5000	\$25,950.00
200	Ton	1100L 20AA Leveling	85.5000	\$17,100.00
100	Ton	5E3 Asphalt Mix	96.7500	\$9,675.00
500	Ton	0"-0.5" Crushed Reclaimed Asphalt Pavement	10.0000	\$5,000.00
500	Gallons	Bulk Tack Coat	6.5000	\$3,250.00



Entered By: Andrew Chambliss

\$70,225.00

Special Instructions:

CITY COUNCIL AWARD DATE: 2/27/2023. Contract for Standard Purchasing Resolution: Award to Low Bidders Meeting Specifications – Asphalt Paving Materials – Hot Patch in accordance with the specifications of ITB-COT 23-07. CERTIFICATE OF INSURANCE and ENDORSEMENTS shall be on file through contract completion. This is Year ONE (1) of a potential TWO (2) Year Contract as the awarded Secondary supplier for items #1, #2, #3, #6, #7 and #8.

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.

PURCHASE ORDER

No. 2023-00000972
 DATE: 03/15/2023
 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

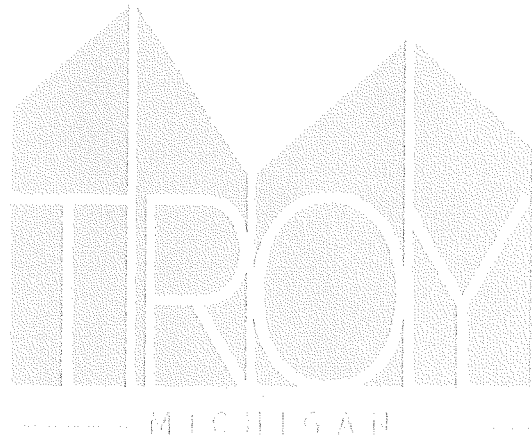
EXPIRATION DATE
 12/31/2023
COUNCIL RESOLUTION
 2023-02-032-J-4c
INSTRUCTIONS
 Return to Department

VENDOR NO. 128749

Vendor
 SEALMASTER OF MI/GEMSEAL
 2280 AUBURN RD
 AUBURN HILLS, MI 48326

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
500	Gallons	Bulk Tack Coat	4.4500	\$2,225.00
100	Each	Tack Coat - 5 Gallon Pail	59.3500	\$5,935.00
100	Each	Biodiesel-Soybean Asphalt Release Agent-5 Gallon Pail	196.1800	\$19,618.00
165	Each	Biodiesel-Soybean Asphalt Release Agent-55 Gallon Drum	1,983.2100	\$327,229.65



Entered By: Andrew Chambliss

\$355,007.65

Special Instructions:

CITY COUNCIL AWARD DATE: 2/27/2023. Contract for Standard Purchasing Resolution: Award to Low Bidders Meeting Specifications – Asphalt Paving Materials – Hot Patch in accordance with the specifications of ITB-COT 23-07. CERTIFICATE OF INSURANCE and ENDORSEMENTS shall be on file through contract completion. This is Year ONE (1) of a potential TWO (2) Year Contract as the awarded Primary supplier for items #8, #9, #10 and #11.

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

PURCHASE ORDER

No. 2023-00000970
 DATE: 03/13/2023
 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

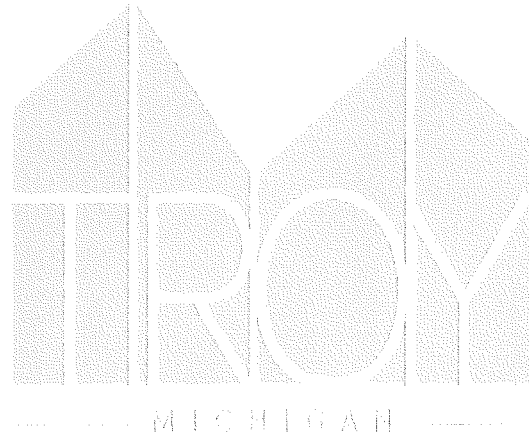
EXPIRATION DATE
 12/31/2023
COUNCIL RESOLUTION
 2023-02-032-J-4c
INSTRUCTIONS
 Return to Department

VENDOR NO. 108436

Vendor
 CADILLAC ASPHALT
 4751 WHITE LAKE RD
 CLARKSTON, MI 48346

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
100	Ton	1100T 36A Wearing	76.0000	\$7,600.00
300	Ton	1100T 20AA Leveling	74.0000	\$22,200.00
200	Ton	1100L 20AA Leveling	73.0000	\$14,600.00
1,200	Ton	Commercial Top	75.0000	\$90,000.00
125	Ton	Commercial Base	74.5000	\$9,312.50
100	Ton	5E3 Asphalt Mix	78.0000	\$7,800.00
500	Ton	0"-0.5" Crushed Reclaimed Asphalt Pavement	8.0000	\$4,000.00
100	Each	Tack Coat - 5 Gallon Pail	65.0000	\$6,500.00



Entered By: Andrew Chambliss

\$162,012.50

Special Instructions:

CITY COUNCIL AWARD DATE: 2/27/2023. Contract for Standard Purchasing Resolution: Award to Low Bidders Meeting Specifications – Asphalt Paving Materials – Hot Patch in accordance with the specifications of ITB-COT 23-07. CERTIFICATE OF INSURANCE and ENDORSEMENTS shall be on file through contract completion. This is Year ONE (1) of a potential TWO (2) Year Contract as the awarded PRIMARY Contractor for items #1, #2, #3, #4, #5, #6 and #7. Secondary supplier for item #9.

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

Opening Date: 02/16/2023
 Date Reviewed: 02/16/2023

CITY OF TROY
 BID TABULATION
 ASPHALT PAVING MATERIAL - HOT PATCH

ITB-COT 23-07
 Page 1 of 1

VENDOR NAME:	Cadillac Asphalt, LLC	Ajax Materials Corporation	Sealmaster of Michigan/GemSeal
CITY:	Farmington Hills, MI	Troy, MI	Romulus, MI

PROPOSAL: One-Year Requirements of Asphalt Paving Material - Hot Patch; with an option to renew for one (1) additional year.

Item	Est. Qty	Unit	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
1.	100	Tons	1100T 36A Wearing	\$76.00	\$7,600.00	\$92.50	\$9,250.00	NO BID	NO BID		
2.	300	Tons	1100T 20AA Wearing	\$74.00	\$22,200.00	\$86.50	\$25,950.00				
3.	200	Tons	1100L 20AA Leveling	\$73.00	\$14,600.00	\$85.50	\$17,100.00				
4.	1200	Tons	Commercial Top	\$75.00	\$90,000.00	NO BID					
5.	125	Tons	Commercial Base	\$74.50	\$9,312.50	NO BID					
6.	100	Tons	5E3 Asphalt Mix	\$78.00	\$7,800.00	\$96.75	\$9,675.00				
7.	500	Tons	0"-0.5" Crushed Reclaimed Asphalt Pavement	\$8.00	\$4,000.00	\$10.00	\$5,000.00				
8.	500	Gallon	Bulk Tack Coat	\$7.00	\$3,500.00	\$6.50	\$3,250.00			\$4.45	\$2,225.00
9.	100	Per 5 gal pail	Tack Coat	\$65.00	\$6,500.00	\$67.00	\$6,700.00			\$59.35	\$5,935.00
10.	100	Per 5 gal pail	Biodiesel-Soybean Asphalt Release Agent 5-gallon pail	NO BID		NO BID				\$196.18	\$19,618.00
11.	165	Gallon	Biodiesel-Soybean Asphalt Release Agent 55-gallon drum	NO BID		NO BID				\$1,983.21	\$327,229.65
ESTIMATED TOTAL:				\$165,512.50		\$76,925.00		\$355,007.65			

Hours of Operation:	7AM-3PM	M-F 7:30AM-4:30PM	Monday - Saturday
Notice of Pick up M-F (Hrs):	24 hours	24 hours	7AM-3:30PM
For Saturday (Hrs):	24 hours	Call for availability (248) 388-1687	7AM-11:30PM
Location of Closest Plant (Address & Zip Code):	2040 Barret Dr. Troy MI 48084	2240 Avon Industrial Dr. Rochester Hills, MI 48309	2280 Auburn Rd. Auburn Hills, MI 48326
Distance from Plant to the DPW Yard (Miles):	4.4 miles	6 miles	10.5 miles
References Provided:	Y or N	Y	Y
Insurance Met:	Y or N	Y	Y
Payment Terms:	Net 30	Net 30 days upon receipt	30 days
Warranty:	N/A	N/A	Not Specified
Delivery Time:	7AM-2PM	N/A	Upon PO
Exceptions:	Commercial top is quoted with 5E1; Commercial base is quoted with 13A	None	None
Acknowledgement:	Y or N	Y	
Forms:	Y or N	Y	

Attest:
 (*Bid Opening conducted via a Zoom Meeting)
 Zach Haapala
 Heather Chomiak

Emily Frontera
 Purchasing Manager



**CITY OF TROY
 BID PROPOSAL**

ITB-COT 23-07

The undersigned proposes to furnish **ONE (1) YEAR REQUIREMENTS OF ASPHALT PAVING MATERIAL – HOT PATCH WITH AN OPTION TO RENEW FOR ONE ADDITIONAL YEAR**, in accordance with the attached specifications to be considered an integral part of this bid proposal, at the following prices:

COMPANY NAME: CADILLAC ASPHALT, LLC



Item	EST QTY (Tons)	Description	Price/Ton
1.	100	1100T 36A Wearing	\$ 76.00
2.	300	1100T 20AA Wearing	\$ 74.00
3.	200	1100L 20AA Leveling	\$ 73.00
4.	1200	Commercial Top 5E1	\$ 75.00
5.	125	Commercial Base 13A	\$ 74.50
6.	100	5E3 Asphalt Mix	\$ 78.00
7.	500	0"-0.5" Crushed Reclaimed Asphalt Pavement	\$ 8.00
8.	500 gal	Bulk Tack Coat	\$ 7.00 /gal
9.	100 gal	Tack Coat	\$ 65.00 /5 gal pail
10.	100 gal	Biodiesel-Soybean Asphalt Release Agent 5-gallon pail	\$ NO BID /5 gal pail
11.	165 gal	Biodiesel-Soybean Asphalt Release Agent 55-gallon drum	\$ NO BID /gal

Hours of Operation: 7AM-3PM

Notice of Pickup for Monday-Friday: 24 hours

Notice of Pickup for Saturday: 24 hours

Location of Closest Plant (Address & Zip Code): 2040 BARRET DR. TROY MI 48084

Distance from Plant to the DPW Yard: 4.4 miles



CITY OF TROY
TERMS AND CONDITIONS

ITB-COT 23-07
Page 1 of 5

NOTE: Items will be picked up at suppliers' plants by City of Troy staff.

PROXIMITY:

The City of Troy Department of Public Works is located at 4693 Rochester Rd, Troy, MI 48085. The plant location must be within parameters in accordance with material requirements of the Michigan Department of State Highways, which could result in the elimination of your bid from consideration due to time and distance from your plant location. Each bid response must include the location of your closest plant, including the miles from your location to the DPW Yard.

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.

ESTIMATED QUANTITIES:

Quantities stated are estimated and not guaranteed. The quantities stated will be used for award purposes only and based upon past usage.

INFORMATION:

For additional information or questions about the specifications, please contact **Zach Haapala at (248) 524-3403**, between the hours of 8:00 AM through 4:30 PM, Monday through Friday.

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.

SECONDARY SUPPLIERS:

The City of Troy reserves the right to name a secondary supplier to be utilized when the primary supplier is not available.

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.

DOWNPAYMENTS OR PREPAYMENTS:

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

TERMS AND CONDITIONS – continued

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.

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

PURCHASE ORDER:

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

DEFAULTED VENDORS:

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

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 MSDS at the time of bid submission.

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: Wayne County
ADDRESS: 29900 Goddard Rd. Detroit MI 48242
PHONE: 734-955-2288 CONTACT Wafa Najim

EMAIL: WNajim@waynecounty.com

COMPANY: Wayne County Airport Authority
ADDRESS: Metro Airport Romulus
PHONE: 734-718-2767 CONTACT Deven

EMAIL: _____

COMPANY: City of Detroit
ADDRESS: 2 Woodward Ave #611 Detroit MI 48226
PHONE: 313-903-4220 CONTACT Patricia Henderson

EMAIL: hendersonp@detroitmi.gov

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

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

- We can meet the specified insurance requirements.
- We cannot meet the specified insurance requirements.
- We do not carry the specified limits but can obtain the additional insurance coverage of \$ _____, at the cost of \$ _____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.
- Our proposal is reduced by \$ _____ if we lower the requirement to \$ _____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

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

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

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

INSURANCE VERIFICATION:

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

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

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

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

COMPANY NAME: Cadillac Asphalt, LLC

ADDITIONAL INSURED:

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

CANCELLATION NOTICE:

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

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

PROOF OF INSURANCE COVERAGE:

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

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

LETTER VERIFICATION:

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

FINAL INSURANCE CERTIFICATE SUBMISSION:

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

COMPANY NAME: Cadillac Asphalt, LLC

SIGNATURE PAGE

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

The contract contains an option to renew for one additional year through mutual consent, within 90 days of contract termination under the same pricing structure, terms, and conditions. 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: Jason Teper

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.

TAX ID: A-65-1194742

COMPANY Cadillac Asphalt, LLC

ADDRESS 39255 Country Club Dr. Ste B20 CITY Farmington Hills STATE MI ZIP 48331

TELEPHONE NO. (248) 228-6281 FAX NO. () N/A

REPRESENTATIVE'S NAME Jason Teper

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE Jason Teper (Print)

PAYMENT TERMS Net 30 WARRANTY N/A

E-MAIL jason.teper@cadillacasphalt.com DELIVERY TIME: 7a-2p

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:

Commercial top is quoted with 5E1
Commercial base is quoted with 13A

ACKNOWLEDGEMENT:

I, Jason Teper, 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 Jason Teper

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.

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.

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 Jason Teper, bearing the office title of Sales Representative, 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:

Jason Teper, being duly sworn deposed, says that he she
(Print Full Name)
is Sales Rep. Cadillac Asphalt. 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.

Jason Teper
SIGNATURE OF PERSON SUBMITTING BID

Berita A. Kukola
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 6th day of Feb, 2023 in and for Oakland County.

My commission expires:
3-29-2028



**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.

Cadillac Asphalt, LLC

Name of Agency/Company/Firm (Please Print)

Jason Teper Sales Representative

Name and title of authorized representative (Please Print)

Jason Teper

Signature of authorized representative

2-6-2023

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	Cadillac Asphalt, LLC
Street Address	39255 Country Club Dr. Suite B20
City	Farmington Hills
State, Zip	MI 48331
Corporate I.D. Number/State	MI
Taxpayer I.D. #	A-65-1194742

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: Jason Teror

Printed Name of Vendor's Authorized Agent: Jason Teror

Witness Signature: Linda A. Kukola

Printed Name of Witness: Linda A. Kukola



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

The undersigned, the owner or authorized officer of Cadillac Asphalt, LLC (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

Cadillac Asphalt, LLC and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

None

BIDDER: Cadillac Asphalt, LLC

By: Jason Teper

Its: Sales Rep.

STATE OF MICHIGAN

)ss.

COUNTY OF Oakland

This instrument was acknowledged before me on the 16th day of Feb, 2023, by

Jason Teper



**CITY OF TROY
BID PROPOSAL**

ITB-COT 23-07

The undersigned proposes to furnish **ONE (1) YEAR REQUIREMENTS OF ASPHALT PAVING MATERIAL - HOT PATCH WITH AN OPTION TO RENEW FOR ONE ADDITIONAL YEAR**, in accordance with the attached specifications to be considered an integral part of this bid proposal, at the following prices:

COMPANY NAME: Ajax Materials Corporation

Item	EST QTY (Tons)	Description	Price/Ton
1.	100	1100T 36A Wearing	\$ 92.50
2.	300	1100T 20AA Wearing	\$ 86.50
3.	200	1100L 20AA Leveling	\$ 85.50
4.	1200	Commercial Top	\$ NO BID
5.	125	Commercial Base	\$ NO BID
6.	100	5E3 Asphalt Mix	\$ 96.75
7.	500	0"-0.5" Crushed Reclaimed Asphalt Pavement	\$ 10.00
8.	500 gal	Bulk Tack Coat	\$ 6.50 /gal
9.	100 gal	Tack Coat	\$ 67.00 /5 gal pail
10.	100 gal	Biodiesel-Soybean Asphalt Release Agent 5-gallon pail	\$ NO BID /5 gal pail
11.	165 gal	Biodiesel-Soybean Asphalt Release Agent 55-gallon drum	\$ NO BID /gal

Hours of Operation:

Monday thru Friday 7:30 am - 4:30 pm

Notice of Pickup for Monday-Friday:

24 hours

Notice of Pickup for Saturday:

call for availability hours (248) 388-1687

Location of Closest Plant (Address & Zip Code):

2240 Avon Industrial Drive, Rochester Hills, MI 48309

Distance from Plant to the DPW Yard:

6 miles



**CITY OF TROY
TERMS AND CONDITIONS**

ITB-COT 23-07

Page 1 of 5

NOTE: Items will be picked up at suppliers' plants by City of Troy staff.

PROXIMITY:

The City of Troy Department of Public Works is located at 4693 Rochester Rd, Troy, MI 48085. The plant location must be within parameters in accordance with material requirements of the Michigan Department of State Highways, which could result in the elimination of your bid from consideration due to time and distance from your plant location. Each bid response must include the location of your closest plant, including the miles from your location to the DPW Yard.

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.

ESTIMATED QUANTITIES:

Quantities stated are estimated and not guaranteed. The quantities stated will be used for award purposes only and based upon past usage.

INFORMATION:

For additional information or questions about the specifications, please contact **Zach Haapala at (248) 524-3403**, between the hours of 8:00 AM through 4:30 PM, Monday through Friday.

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.

SECONDARY SUPPLIERS:

The City of Troy reserves the right to name a secondary supplier to be utilized when the primary supplier is not available.

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.

DOWNPAYMENTS OR PREPAYMENTS:

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

TERMS AND CONDITIONS – continued

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.

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

PURCHASE ORDER:

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

DEFAULTED VENDORS:

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

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 MSDS at the time of bid submission.

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 Rochester Hills
ADDRESS: 1000 Rochester Hills Drive, Rochester Hills, MI 48309
PHONE: (248) 841-2537 CONTACT Debbie Sully

EMAIL: scullyd@rochesterhills.org

COMPANY: City of Auburn Hills
ADDRESS: 1500 Brown Road, Auburn Hills, MI 48326
PHONE: (248) 364-6902 CONTACT Stephen Baldante

EMAIL: sbaldante@auburnhills.org

COMPANY: Chertex Top, of Bloomfield
ADDRESS: 4200 Telegraph Road, Bloomfield Twp, MI 48303
PHONE: (248) 594-2800 CONTACT Ratnie Fotherby

EMAIL: road@bloomfieldtwp.org

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

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

- We can meet the specified insurance requirements.
- We cannot meet the specified insurance requirements.
- We do not carry the specified limits but can obtain the additional insurance coverage of \$ _____, at the cost of \$ _____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.
- Our proposal is reduced by \$ _____ if we lower the requirement to \$ _____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

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

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

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

INSURANCE VERIFICATION:

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

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

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

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

COMPANY NAME: Ajax Materials Corporation

ADDITIONAL INSURED:

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

CANCELLATION NOTICE:

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

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

PROOF OF INSURANCE COVERAGE:

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

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

LETTER VERIFICATION:

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

FINAL INSURANCE CERTIFICATE SUBMISSION:

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

COMPANY NAME: Ajax Materials Corporation

SIGNATURE PAGE

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

The contract contains an option to renew for one additional year through mutual consent, within 90 days of contract termination under the same pricing structure, terms, and conditions. The renewal is subject to a favorable market survey and City Council approval. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:  _____

NOTE:

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

TAX ID: 38-1683150

COMPANY Ajax Materials Corporation

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

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

REPRESENTATIVE'S NAME Brian Borich

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE  _____

PAYMENT TERMS Net 30 days upon receipt as invoice WARRANTY na

E-MAIL bborich@ajaxpaving.com DELIVERY TIME: na

EXCEPTIONS:

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

none

ACKNOWLEDGEMENT:

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE  _____

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

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.

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 Brian Borich, bearing the office title of Sales Manager, whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

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

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

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



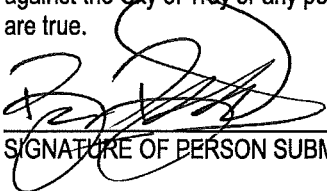
CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

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

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

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


SIGNATURE OF PERSON SUBMITTING BID


NOTARY'S SIGNATURE

Subscribed and sworn to before me this 15 day of February, 2023 in and for Oakland County.

My commission expires:

Nov 4, 2026

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



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

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

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

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

I am able to certify to the above statements.

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

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

[Signature] Date Feb. 15, 2023
Signature of authorized representative

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



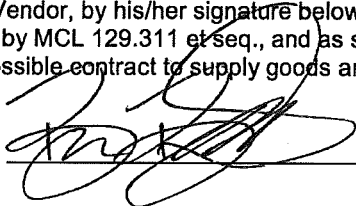
**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

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

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

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

Signature of Vendor's Authorized Agent: _____



Printed Name of Vendor's Authorized Agent: _____

Brian Borich

Witness Signature: _____



Printed Name of Witness: _____

Jennifer Bashawaty



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

The undersigned, the owner or authorized officer of _____ (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:

BIDDER:
Ajax Materials Corporation

By: Brian Borich

Its: _____

STATE OF MICHIGAN

)ss.

COUNTY OF Oakland

This instrument was acknowledged before me on the 15 day of February 2023, by

[Signature]

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



**CITY OF TROY
 BID PROPOSAL**

ITB-COT 23-07

The undersigned proposes to furnish **ONE (1) YEAR REQUIREMENTS OF ASPHALT PAVING MATERIAL - HOT PATCH WITH AN OPTION TO RENEW FOR ONE ADDITIONAL YEAR**, in accordance with the attached specifications to be considered an integral part of this bid proposal, at the following prices:

COMPANY NAME: Genseal / Sealmaster

Item	EST QTY (Tons)	Description	Price/Ton
1.	100	1100T 36A Wearing	\$
2.	300	1100T 20AA Wearing	\$
3.	200	1100L 20AA Leveling	\$
4.	1200	Commercial Top	\$
5.	125	Commercial Base	\$
6.	100	5E3 Asphalt Mix	\$
7.	500	0"-0.5" Crushed Reclaimed Asphalt Pavement	\$
8.	500 gal	Bulk Tack Coat	\$ 4.45 /gal
9.	100 gal	Tack Coat	\$ 59.35 /5 gal pail
10.	100 gal	Biodiesel-Soybean Asphalt Release Agent 5-gallon pail	\$ 196.18 /5 gal pail
11.	165 gal	Biodiesel-Soybean Asphalt Release Agent 55-gallon drum	\$ 1,983.21/gal

Hours of Operation:

M-Sat.

Notice of Pickup for Monday-Friday:

7AM - 3:30pm hours

Notice of Pickup for Saturday:

7AM - 11:30AM hours

Location of Closest Plant (Address & Zip Code):

2280 Auburn Rd, Auburn Hills MI 48326

Distance from Plant to the DPW Yard:

10.5 miles



**CITY OF TROY
TERMS AND CONDITIONS**

ITB-COT 23-07

Page 1 of 5

NOTE: Items will be picked up at suppliers' plants by City of Troy staff.

PROXIMITY:

The City of Troy Department of Public Works is located at 4693 Rochester Rd, Troy, MI 48085. The plant location must be within parameters in accordance with material requirements of the Michigan Department of State Highways, which could result in the elimination of your bid from consideration due to time and distance from your plant location. Each bid response must include the location of your closest plant, including the miles from your location to the DPW Yard.

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TERMS AND CONDITIONS – continued

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IMPORTANT:

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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: 4693 Rochester Rd.
PHONE: 248-524-3501 CONTACT Scott

EMAIL: Scott.Carruthers@troymi.gov

COMPANY: City of Rockwood
ADDRESS: 32409 Fort RD.
PHONE: 734-379-9496 CONTACT Robert

EMAIL: rboran@rockwoodmi.org

COMPANY: Birmingham Sealcoat
ADDRESS: 6954 Metamora Rd.
PHONE: 248-770-8891 CONTACT Ryan

EMAIL: ryan@birminghamsealcoat.com

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

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

- We can meet the specified insurance requirements.
- We cannot meet the specified insurance requirements.
- We do not carry the specified limits but can obtain the additional insurance coverage of \$ _____, at the cost of \$ _____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.
- Our proposal is reduced by \$ _____ if we lower the requirement to \$ _____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

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

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

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

INSURANCE VERIFICATION:

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

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

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

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

COMPANY NAME: Sealmaster of Michigan/Sealmaster DBA Gemseal

ADDITIONAL INSURED:

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

CANCELLATION NOTICE:

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

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

PROOF OF INSURANCE COVERAGE:

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

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

LETTER VERIFICATION:

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

FINAL INSURANCE CERTIFICATE SUBMISSION:

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

COMPANY NAME: Sealmaster of Michigan DBA Gemseal

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.

TAX ID: 85-1376238

COMPANY Sealmaster of Michigan/Sealmaster

ADDRESS 27989 VAN BORN CITY ROMULUS STATE MI ZIP 48174

TELEPHONE NO. (616) 536-0272 FAX NO. () _____

REPRESENTATIVE'S NAME Christian Katterson

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE 

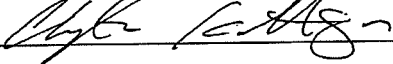
PAYMENT TERMS 30 days WARRANTY _____

E-MAIL ChristianK@Sealmasterpmg.com DELIVERY TIME: upon PO

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, Christian Katterson, 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.

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.

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 PMG SM ME LLC DBA Genco bearing the office title of Supervisor, whose signature is affixed to this proposal, is duly authorized to execute contracts.

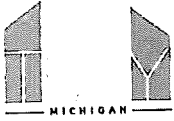
A partnership, all members of which, with addresses, is:

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

AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

Chad K. [Signature]

2-14-23



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Christian Katterson, being duly sworn deposed, says that he/she
(Print Full Name)

is Supervisor. 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.

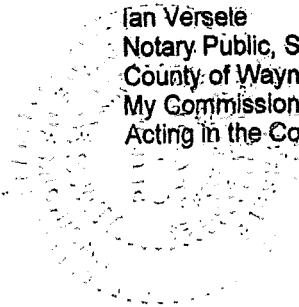
[Handwritten Signature]
SIGNATURE OF PERSON SUBMITTING BID

[Handwritten Signature]
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 15th day of February, 2023 in and for Oakland
County.

My commission expires:
08/16/2028

Jan Versele
Notary Public, State of Michigan
County of Wayne
My Commission Expires 08-16-2028
Acting in the County of Oakland





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

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

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

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

I am able to certify to the above statements.

Sealmaster of Michigan / Sealmaster DBA GemSeal Pavement Products
Name of Agency/Company/Firm (Please Print)

Christen Katterson - Supervisor
Name and title of authorized representative (Please Print)

Christen Katterson
Signature of authorized representative

2-14-23

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	DMG SM MI LLC
Street Address	27989 VAN BORN RD.
City	Romulus
State, Zip	Michigan, 48174
Corporate I.D. Number/State	
Taxpayer I.D. #	85-1376238

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: Chyle Katterson

Printed Name of Vendor's Authorized Agent: Christian Katterson

Witness Signature: Reese Keehn

Printed Name of Witness: Reese Keehn



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

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

List any Familial Relationships:

NONE

BIDDER:
GemSeal Pavement Products

By: Christina Kattersen

Its: Supervisor

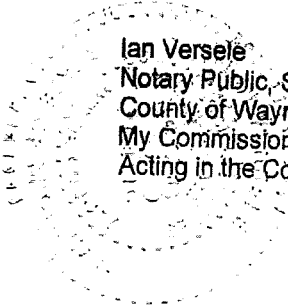
STATE OF MICHIGAN

COUNTY OF Oakland)ss.

This instrument was acknowledged before me on the 15th day of February, 2023, by

Ian Versele 

Ian Versele
Notary Public, State of Michigan
County of Wayne
My Commission Expires 08-16-2028
Acting in the County of Oakland





500 West Big Beaver
 Troy, MI 48084
 troymi.gov

CITY COUNCIL AGENDA ITEM

Date: February 22, 2023

To: Mark F. Miller, City Manager

From: Robert Bruner, Assistant City Manager
 Dee Ann Kirby, Controller
 Kurt Bovensiep, Public Works Director
 Zachary Haapala, Streets & Drains Project Manager
 Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution: Award to Low Bidders Meeting Specifications – Asphalt Paving Materials – Hot Patch

History

- Hot asphalt material is used in the patching and maintenance of 121 miles of asphalt roads and 222 miles of concrete roads maintained by the City.
- Asphalt Paving Materials – Hot Patch is purchased on an as needed basis throughout the year.
- The current contract expired December 31, 2022.

Purchasing

- On February 16, 2023 a bid opening was conducted as required by the City Charter/Code for one (1) year requirements of Asphalt Paving Materials – Hot Patch with an option to renew for one (1) additional year.
- The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com/city-of-troy-mi. Ninety-Three (93) vendors were notified via the MITN website. Three (3) bids were received. Below is a detail summary of the vendor responses.

Companies notified via MITN	93
Troy Companies notified via MITN	1
Troy Companies - Active email Notification	1
Troy Companies - Active Free	0
Companies that viewed the bid	9
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.

- The award will include a primary and a secondary supplier in the event the primary supplier is unable to provide material as needed or if the proximity of the supplier is more advantageous for the specific patch job as approved and directed by the Streets and Drains Operations Manager.
- Based upon the bid responses and as per the attached bid tabulation, it is in the City's best interest to award the bid; *low bid as specified* by line item. The award is contingent upon contractors' submission of proper insurance certificates and all other specified requirements.

Financial

Funds are available in the Local and Major Road Funds for the Streets and Drains Division.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Recommendation

City management recommends awarding a one (1) year contract to provide Asphalt Paving Materials – Hot Patch with an option to renew for one (1) additional year to the lowest bidder(s) by line item as detailed below;

Cadillac Asphalt of Shelby Township, MI

Primary supplier for items #1, #2, #3, #4, #5, #6 and #7
Secondary supplier for item #9.

Ajax Materials Corporation of Troy, MI

Secondary supplier for items #1, #2, #3, #6, #7 and #8.

Sealmaster of Michigan/GemSeal of Romulus, MI

Primary supplier for items #8, #9, #10 and #11.

All items will be awarded per the unit prices listed in the bid tabulation opened February 16, 2023; to be ordered on an as needed basis and based on proximity; contracts expiring December 31, 2024.

Opening Date: 02/16/2023
 Date Reviewed: 02/16/2023

CITY OF TROY
 BID TABULATION
 ASPHALT PAVING MATERIAL - HOT PATCH

ITB-COT 23-07
 Page 1 of 1

VENDOR NAME:	Cadillac Asphalt, LLC	Ajax Materials Corporation	Sealmaster of Michigan/GemSeal
CITY:	Farmington Hills, MI	Troy, MI	Romulus, MI

PROPOSAL: One-Year Requirements of Asphalt Paving Material - Hot Patch; with an option to renew for one (1) additional year.

Item	Est. Qty	Unit	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	100	Tons	1100T 36A Wearing	\$76.00	\$7,600.00	\$92.50	\$9,250.00	NO BID	NO BID
2.	300	Tons	1100T 20AA Wearing	\$74.00	\$22,200.00	\$86.50	\$25,950.00		
3.	200	Tons	1100L 20AA Leveling	\$73.00	\$14,600.00	\$85.50	\$17,100.00		
4.	1200	Tons	Commercial Top	\$75.00	\$90,000.00	NO BID			
5.	125	Tons	Commercial Base	\$74.50	\$9,312.50	NO BID			
6.	100	Tons	5E3 Asphalt Mix	\$78.00	\$7,800.00	\$96.75	\$9,675.00		
7.	500	Tons	0"-0.5" Crushed Reclaimed Asphalt Pavement	\$8.00	\$4,000.00	\$10.00	\$5,000.00		
8.	500	Gallon	Bulk Tack Coat	\$7.00	\$3,500.00	\$6.50	\$3,250.00	\$4.45	\$2,225.00
9.	100	Per 5 gal pail	Tack Coat	\$65.00	\$6,500.00	\$67.00	\$6,700.00	\$59.35	\$5,935.00
10.	100	Per 5 gal pail	Biodiesel-Soybean Asphalt Release Agent 5-gallon pail	NO BID		NO BID		\$196.18	\$19,618.00
11.	165	Gallon	Biodiesel-Soybean Asphalt Release Agent 55-gallon drum	NO BID		NO BID		\$1,983.21	\$327,229.65
ESTIMATED TOTAL:				\$165,512.50		\$76,925.00		\$355,007.65	

Hours of Operation:	7AM-3PM	M-F 7:30AM-4:30PM	Monday - Saturday
Notice of Pick up M-F (Hrs):	24 hours	24 hours	7AM-3:30PM
For Saturday (Hrs):	24 hours	Call for availability (248) 388-1687	7AM-11:30PM
Location of Closest Plant (Address & Zip Code):	2040 Barret Dr. Troy MI 48084	2240 Avon Industrial Dr. Rochester Hills, MI 48309	2280 Auburn Rd. Auburn Hills, MI 48326
Distance from Plant to the DPW Yard (Miles):	4.4 miles	6 miles	10.5 miles
References Provided:	Y or N	Y	Y
Insurance Met:	Y or N	Y	Y
Payment Terms:	Net 30	Net 30 days upon receipt	30 days
Warranty:	N/A	N/A	Not Specified
Delivery Time:	7AM-2PM	N/A	Upon PO
Exceptions:	Commercial top is quoted with 5E1; Commercial base is quoted with 13A	None	None
Acknowledgement:	Y or N	Y	
Forms:	Y or N	Y	

Attest:
 (*Bid Opening conducted via a Zoom Meeting)
 Andrew Chambliss
 Zach Haapala
 Heather Chomiak

Emily Frontera
 Purchasing Manager

POLICY NUMBER: 989-49-13

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/15/2022
forms a part of Policy No. 297-00-04
issued to PMG MASTER HOLDINGS, LLC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE
ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR
ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

- I. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured**, is amended to add:
- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
- (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/1/2022

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: Klara Corcoran	
	PHONE (A/C, No, Ext): (248) 519-1430 FAX (A/C, No): (248) 519-1401	
INSURED Cadillac Asphalt, LLC 2575 S Haggerty Rd Suite 100 Canton MI 48188	E-MAIL ADDRESS: kcorcoran@ghbh.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The Travelers Indemnity Co. A++	25666
	INSURER B: The Travelers Indemnity Co. of CT A++	25682
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 22-23 Master No Umb 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.

INSTR	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	X		VTC2KCO4S96539AIND22	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 2,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input checked="" type="checkbox"/> XCU Included						MED EXP (Any one person) \$ 10,000	
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 4,000,000	
POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 4,000,000	
OTHER:							\$	
A	AUTOMOBILE LIABILITY			VTC2KCAP4S965364IND22	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$	
Underinsured motorist combined slr							\$	
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB						CLAIMS-MADE	AGGREGATE \$
	DED						RETENTION \$	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	UB682120122225K	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Permits--City of Troy is included as additional insured per written permit request with respect to General Liability.

CERTIFICATE HOLDER City of Troy 500 W. Big Beaver Road Troy, MI 48084	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE R McGregor/PHILLI 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2022

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: Klara Corcoran	FAX (A/C, No): (248) 519-1401	
	PHONE (A/C, No, Ext): (248) 519-1430	E-MAIL ADDRESS: kcorcoran@ghbh.com	
INSURED Cadillac Asphalt, LLC 2575 S Haggerty Rd Suite 100 Canton MI 48188	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Travelers Indemnity Co. A++		25666
	INSURER B: The Travelers Indemnity Co. of CT A++		25682
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 22-23 Master No Umb 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	X		VTC2KCO4896539AIND22	9/1/2022	9/1/2023	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input checked="" type="checkbox"/> XCU Included						MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 4,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 4,000,000
OTHER:								\$
A	AUTOMOBILE LIABILITY	X		VTC2KCAP48965364IND22	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
Underinsured motorist combined sir								\$
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$
DED RETENTION \$								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	UB6S2120122225K	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: ITB-COT 18-57 Asphalt Paving Material-Hot Patch; 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 are included as additional insured as required by written contract with respect to General and Automobile Liability on a primary and non-contributory basis. A 30-day notice of cancellation applies to all coverages.

CERTIFICATE HOLDER	CANCELLATION
City of Troy Purchasing Manager 500 W. Big Beaver Road 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/PHILLI

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COMMENTS/REMARKS

Cancellation (Except Non-Payment of Premium) applies in favor of Additional Insureds for General Liability, Automobile Liability, Workers Compensation and Umbrella Liability when required by written contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/19/2022

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

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

PRODUCER Guy Hurley, LLC 989 E. South Boulevard Suite 200 Rochester Hills MI 48307	CONTACT NAME: Linda Weal PHONE (A/C, No, Ext): (248) 519-1429 E-MAIL ADDRESS: lweal@ghbh.com		FAX (A/C, No): (248) 519-1401													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: American Contractors Insurance Co RRG</td> <td>12300</td> </tr> <tr> <td>INSURER B: ACIG Insurance Company</td> <td>19984</td> </tr> <tr> <td>INSURER C: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER D: Travelers Prop Cas Co Amer A++XV</td> <td>25674</td> </tr> <tr> <td>INSURER E: Indian Harbor Insurance Company A+ XV</td> <td>36940</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American Contractors Insurance Co RRG	12300	INSURER B: ACIG Insurance Company	19984	INSURER C: Continental Insurance Company	35289	INSURER D: Travelers Prop Cas Co Amer A++XV	25674	INSURER E: Indian Harbor Insurance Company A+ XV	36940	INSURER F:
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INSURER F:																
INSURED Ajax Paving Industries, Inc. Ajax Materials Corporation 1957 Crooks Rd. Troy MI 48084																

COVERAGES **CERTIFICATE NUMBER:** 22-23 Ajax Material 5M IM **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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	GL22A00083 GL22B00083 (GL Excess) GL22C00083 (GL Excess)	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	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		X	AL22000029	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		X	7014990214 Excess GL & BA	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCA000004722	6/1/2022	6/1/2023	<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
D	Inland Marine			QT6308A099243	6/1/2022	6/1/2023	Leased/Rented \$550,000
E	Professional/Pollution Liab			CEO7421287	6/1/2022	6/1/2023	Limit \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Troy is an Additional insured for General Liability, Automobile Liability and Umbrella Liability on a primary and non-contributory basis when required by written contract.

CERTIFICATE HOLDER City of Troy 500 W. Big Beaver Rd. Troy, MI 48084	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Richard McGregor/WEAL

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ADDITIONAL INSURED – AUTOMATIC SCHEDULES
AS REQUIRED BY CONTRACT – BLANKET

1119

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.
 5. This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.
 6. The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.
 7. The insurance afforded to the additional insured shall not exceed the minimum limits required in the written contract.
- C. In no event shall the insurance provided to the additional insured exceed the minimum coverage required by the written contract, including but not limited to minimum limits, minimum scope of coverage, or minimum duration of coverage. If a written contract or agreement requires that additional insured status be provided by the use of specified edition dates of the ISO CG2010 and/or CG2037, then the terms of that endorsement are incorporated into this endorsement as respects such additional insured and shall supersede the coverage grant and limitations in Sections A. and B. of this endorsement. In the event that CG2010 and/or CG2037 are required but no edition dates are specified, the 04/13 editions shall apply.
- D. This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

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

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

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

Policy Effective:

Policy No.: GL21A00083

Endorsement No.:

Insured: Ajax Paving Industries, Inc.

Premium \$

Insurance Company: American Contractors Insurance Co. RRG