

CITY COUNCIL MINUTES

March 13, 2023

**Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications –
2023A Joint and Crack Seal Program**

Resolution #2023-03-041-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a contract to *Scodeller Construction Inc. of Wixom, MI*, for the 2023A Joint and Crack Seal Program for an estimated not to exceed amount of \$50,000; at unit prices as detailed in the bid tabulation opened February 23, 2023, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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

PURCHASE ORDER

Ship To

CITY OF TROY
Streets
4693 ROCHESTER ROAD
TROY, MI 48085

Bill To

CITY OF TROY
Streets
4693 ROCHESTER ROAD
TROY, MI 48085

No. 2023-00001016
DATE: 03/28/2023
PAGE: 1 of 1
FOB DESTINATION

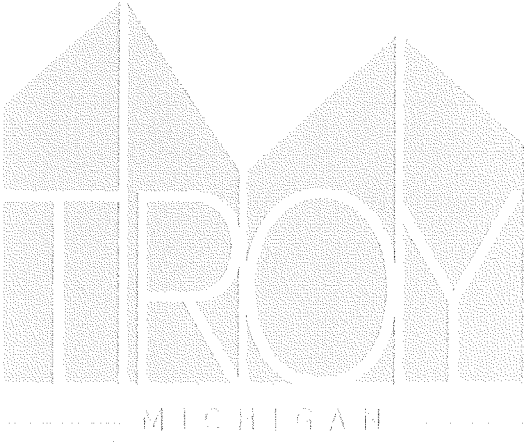
EXPIRATION DATE
06/30/2023
COUNCIL RESOLUTION
2023-03-041-J-4a

VENDOR NO. 104064

Vendor

SCODELLER CONSTRUCTION
51722 GRAND RIVER
WIXOM, MI 48393

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Not-To-Exceed	Joint Crack & Seal for Local Surface Maintenance	50,000.0000	\$50,000.00
				

Entered By: Andrew Chambliss

\$50,000.00

Special Instructions:


CITY COUNCIL AWARD DATE: 3/13/2023. Contract for Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications - 2023A Joint and Crack Seal Program in accordance with the specifications of ITB-COT 23-06. CERTIFICATE OF INSURANCE and ENDORSEMENTS and BONDS shall be on file through contract completion.

TERMS & CONDITIONS

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

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

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



Opening Date: 02/23/2023
Date Reviewed: 02/23/2023

CITY OF TROY
BID TABULATION
2023A JOINT AND CRACK SEAL PROGRAM

ITB-COT 23-06
Page 1 of 1

VENDOR NAME:	Michigan Joint Sealing Inc	Scodeller Construction
CITY:	Farmington Hills, MI	Wixom, MI
CHECK AMOUNT:	\$5,000	\$5,000
CHECK #:	928075	37160246

2023A JOINT & CRACK SEAL PROGRAM

DESCRIPTION	Est. Qty	UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Mobilization, Max \$5,000	1	Lump Sum			\$5,000	\$5,000
Joint & Crack Sealing – Local Roads	66,000	Ft	\$1.22	\$80,520.00	\$0.82	54,120
Maintaining Traffic	1	Lump Sum			\$1.00	\$1.00
TOTAL BID AMOUNT:			\$80,520.00		\$59,121.00	

CONTACT NUMBER:		(248) 476-4120	(248) 374-1102
COMPLETION SCHEDULE:		6/30/2023	6/30/2023
REFERENCES:	Y or N	Y	Y
INSURANCE:		N	Y
PAYMENT TERMS:		Net 30	20th of each month on work completed
WARRANTY:		Contractual	One year
EXCEPTIONS:		None	None
ACKNOWLEDGEMENT:	Y or N	Y	Y
VENDOR QUESTIONNAIRE:	Y or N	Y	Y
ADDENDUM 1	Y or N	Y	Y
FORMS:	Y or N	Y	Y

Attest:
(*Bid Opening conducted via a Zoom Meeting)
Andrew Chambliss
Phillip Kwik
Zach Haapala
Beth Zaccardelli

Emily Frontera
Purchasing Manager

PLACE: CITY OF TROY
DATE: February 23rd, 2023
PROJECT: 2023A JOINT & CRACK SEAL PROGRAM

The proposal of Scodeller Construction Inc. (hereinafter called "Bidder")
to the City of Troy, Oakland County, Michigan

The Bidder, in compliance with the Advertisement for Bid for the **"2023A JOINT & CRACK SEAL PROGRAM"**, having examined the plans and specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is part.

The Bidder affirms that in making such Proposal, neither he nor any company that he may represent nor anyone on behalf of him or the company directly has entered into any combination or collusion, undertaking or agreement with any bidder or bidders to maintain that the prices of said work, or any attempt to prevent any other bidder or bidders from bidding on said contract or work, and further affirms that such proposal is made without regard or reference to any other bidder or proposal and without any agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such bidding in any way or manner whatsoever.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty - (60) calendar days after the scheduled closing time for receiving bids and may not be withdrawn after receiving a "Notice of Award".

The Bidder hereby agrees to commence work under this contract on or before the date to be specified in the written "Notice to Proceed".

The Bidder acknowledges receipt of the following addenda:

No. <u>1</u>	DATED: <u>02/08/2023</u>
No. _____	DATED: _____
No. _____	DATED: _____

City of Troy
500 W. Big Beaver
Troy, Michigan 48084

Bids Due: Thursday, February 23rd, 2023
10:00 A.M., Local Time
ITB-COT 23-06

The undersigned, as Bidder, declares that he has familiarized himself with the location of the proposed project in the City of Troy. Bidder acknowledges that he has carefully examined the Plans, Specifications, and Contract Documents which he understands and accepts as sufficient for the purpose of constructing the work, and agrees that he will contract with the City of Troy, Oakland County, Michigan to furnish all labor, materials, and equipment necessary to do all the work specified and prescribed, and that he will accept in full payment therefore the sum of:

CITY OF TROY ITB-COT 23-06

2023A JOINT& CRACK SEAL PROGRAM

Line	Description	Quantity	Units	Unit Price	Total Cost
0001	Mobilization, Max \$5,000	1	LSUM	\$5,000	\$5,000.00
0002	Joint & Crack Sealing – Local Roads	66,000	Ft	\$0.82	\$54,120.00
0003	Maintaining Traffic	1	LSUM	\$1.00	\$1.00
TOTAL BID AMOUNT					\$59,121.00

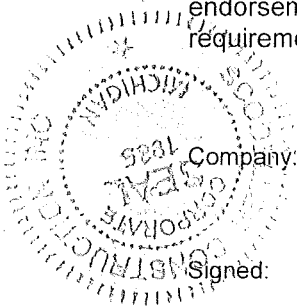
All work must be completed by June 30th, 2023. The City intends to expand or reduce the quantities of work as needed so that the total value of all work completed by June 30th, 2023 is \$50,000 on local roads.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of bids.

The City reserves the right to accept any bid, or to reject any or all bids, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, the City reserves the right to reject the Bid of any Bidder if the City believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City.

The undersigned agrees to furnish the required bonds and insurance certificates within seven (7) days after the acceptance of this proposal and further agrees to start construction within ten (10) days after being notified that work can begin.

The company representative does warrant that by signing the bid documents, the additional insured endorsement will be included in the insurance coverage supplied to the City as part of the specified requirements. All joint and crack sealing work shall be completed by June 30th, 2023.



Company: Scodeller Construction Inc.

Address: 51722 Grand River Ave.

Signed: 

Wixom, MI 48393

By: Jeff Lippert

County: Oakland

Title: Division Manager

Telephone: 248-374-1102

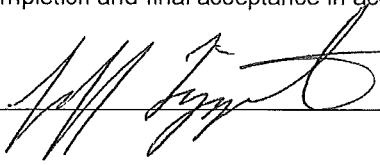
Email: jeff@scodeller.com

SIGNATURE PAGE

PRICES:

Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through project completion and final acceptance in accordance with specifications.

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#: 38-2625522

COMPANY NAME: Scodeller Construction Inc.

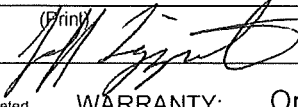
ADDRESS: 51722 Grand River Ave. CITY: Wixom STATE: MI ZIP: 48393

PHONE: (248) 374-1102 FAX NUMBER: (248) 374-1109

REPRESENTATIVE'S NAME: Jeff Lippert

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

(Print)



PAYMENT TERMS: twentieth (20th) of each month on work completed WARRANTY: One Year

BID CHECK NUMBER: 37160246 COMPLETION DATE: June 30th, 2023

E-MAIL: jeff@scodeller.com

EXCEPTIONS:

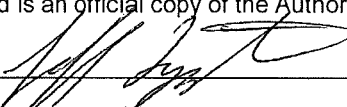
Any exceptions, substitutions, deviations, etc. from the City of Troy specifications and this proposal must be stated below and reason for, and are an integral part of this bid offer.

N/A

ACKNOWLEDGEMENT:

I, Jeff Lippert, certify that I have read the *Instructions to Bidders* 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: _____



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.

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.

U.S. CURRENCY: All prices are to be quoted in U. S. Currency.



February 8, 2023

Addendum 1
ITB-COT 23-06
Joint & Crack Seal
Page 1 of 1

To All Bidders:

Please be advised, the following document has been submitted for clarification for **ITB-COT 23-06 Joint & Crack Seal**. The clarification(s) and or change(s) will be considered an integral part of the original proposal document.

Missing forms submitted as follows:

- **Proposer's Sworn and Notarized Familial Disclosure**
- **Signature Form**

Please be advised that the City of Troy Purchasing Department has authorized the following **Proposer's Sworn and Notarized Familial Disclosure** and **Signature Form** regarding Bid Proposal **ITB-COT 23-06 Joint & Crack Seal**. The CHANGES will be considered an integral part of the original proposal documents and to be included with the bid submission.

I, the undersigned bidder, have read this Addendum 1 and have integrated the clarification(s) and or change(s) into the *Bid Proposal* and *Specifications* for **ITB-COT 23-06 Joint & Crack Seal**. All other items in the original bid proposal remain the same. This Addendum 1 should be attached to the electronic bid submission, on or before **Thursday, FEBRUARY 23rd, 2023 at 10:00 AM EST** via MITN Purchasing Group Website.

COMPANY:

Scodeller Construction Inc.

NAME OF AUTHORIZED COMPANY REPRESENTATIVE:

Jeff Lippert

SIGNATURE:

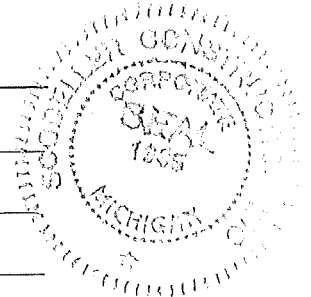
ADDRESS:

51722 Grand River Ave.

Wixom, MI 48393

DATE:

2/21/2023



Please give the following information regarding your Proposal for this bid:

1. Number of years of experience in this work:

38 Years

2. List the number and types of equipment to be used if awarded this bid:

Please see attached equipment list

3. List the municipalities you have contracted with during the past three years for this type of work:

Please see attached references

4. Name of your bank and other financial reference:

Please see attached trade references

5. Name of your insurance carrier: Lyman & Sheets Insurance Agency

6. PL/PD/BI Insurance carrier: See attached certificate of insurance

Workman's Compensation: See attached certificate of insurance

Amount of Insurance Coverage: See attached certificate of insurance

6. Comments: MDOT prequalified contractor No. 03564

Signed:

Title: Jeff Lippert/Division Manager

Name & Address of Firm: Scodeller Construction Inc.

51722 Grand River Ave, Wixom, MI 48393

Date:

2/21/2023

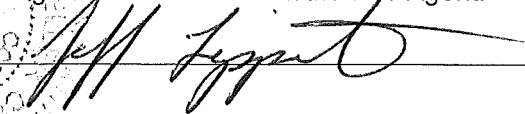
**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

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	Scodeller Construction Inc.
Street Address	51722 Grand River Ave.
City	Wixom
State, Zip	Michigan, 48393
Corporate I.D. Number/State	Michigan
Taxpayer I.D. #	38-2625522

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

Signature of Vendor's Authorized Agent:



Printed Name of Vendor's Authorized Agent:

Jeff Lippert/Division Manager

Witness Signature:



Printed Name of Witness:

Christine E. Matovski

**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.

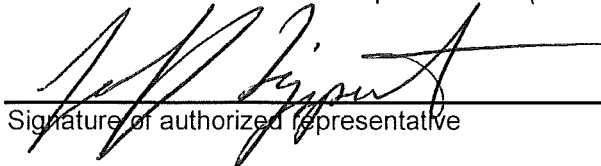
☒ ***I am able to certify to the above statements.***

Scodeller Construction Inc.

Name of Agency/Company/Firm (Please Print)

Jeff Lippert/Division Manager

Name and title of authorized representative (Please Print)



Signature of authorized representative

2/21/2023

Date

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

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other two).

A corporation duly organized and doing business under the laws of the State of Michigan for whom
Jeff Lippert whose signature is affixed to the Proposal, is duly authorized to execute
contracts.

A Partnership, all members of which, with addresses, are:

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

An Individual, whose signature is affixed to the Proposal.

_____	_____
_____	_____

TO WHOM IT MAY CONCERN:

Jeff Lippert, being duly sworn deposed, says that he
(Print Full Name)
is Division 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 21st day of, February, 20 23 in and for
Oakland County.

My commission expires:

07-21-2025

CHRISTINE E. MATOVSKI
Notary Public, State of Michigan
County of Oakland
My Commission Expires **07-21-2025**
Acting in the County of _____



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

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

List any Familial Relationships:

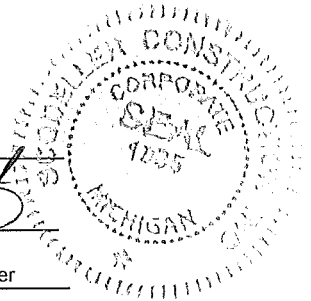
N/A

BIDDER:

Scodeller Construction Inc.

By: _____

Its: Jeff Lipfert/Division Manager



STATE OF MICHIGAN

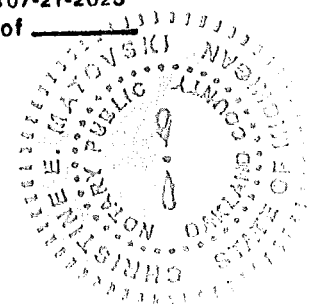
)ss.

COUNTY OF Oakland

This instrument was acknowledged before me on the 21st day of February, 2023, by

Christine E. Matovski

CHRISTINE E. MATOVSKI
Notary Public, State of Michigan
County of Oakland
My Commission Expires 07-21-2025
Acting in the County of _____



SCODELLER CONSTRUCTION, INC.

CONSENT RESOLUTIONS OF THE ANNUAL MEETING OF THE BOARD OF DIRECTORS

I, the undersigned, being the sole Director of **SCODELLER CONSTRUCTION, INC.**, a Michigan corporation (the "Corporation"), hereby waive the necessity of notice and holding of the annual meeting of the Board of Directors of the Corporation and in its stead I adopt for the fiscal year ending December 31, 2022, the following:

RESOLVED, that the following persons are elected to the offices set forth beside his name, to serve until the next annual meeting of the Board of Directors and until the election and qualification of their respective successors (or until the effective date of their resignation, or removal with or without cause by the Board of Directors):

President:	Peter D. Scodeller
Vice President:	Edward S. Dwyer
Secretary:	Matthew P. Sharkey
Treasurer:	Peter D. Scodeller

RESOLVED, that the Board of Directors hereby ratifies, affirms and approves all acts of the Officers on behalf of the corporation during the current fiscal year.

RESOLVED, that Peter D. Scodeller will have such legal authority as was previously given to him as the director and/or an officer of the Corporation.

RESOLVED, that Peter D. Scodeller shall have authority to sign checks drawn on accounts owned and maintained by the Corporation.

RESOLVED, that Edward S. Dwyer shall have authority to sign checks drawn on accounts owned and maintained by the Corporation.

RESOLVED, that Peter D. Scodeller will have sole authority on behalf of the Corporation to secure loans and lines of credit from financial institutions and lenders.

RESOLVED, that Peter D. Scodeller will have authority to enter into and renew leases on behalf of the Corporation.

RESOLVED, that Peter D. Scodeller shall solely determine what bonus or bonuses shall be paid to others, if any, employed by the Corporation.

RESOLVED, that Peter D. Scodeller shall have authority to enter into and sign bids, proposals and contracts on behalf of the Corporation.

RESOLVED, that Edward S. Dwyer shall have authority to enter into and sign bids, proposals and contracts on behalf of the Corporation.

RESOLVED, that Matthew Sharkey shall have authority to enter into and sign bids, proposals, and contracts on behalf of the Corporation.

RESOLVED, that Jeff Lippert shall have authority to enter into and sign bids, proposals, and contracts on behalf of the Corporation.

RESOLVED, that Jeff Stover shall have authority to enter into and sign bids, proposals, and contracts on behalf of the Corporation.

RESOLVED, that Al Wieging shall have authority to enter into and sign bids, proposals, and contracts on behalf of the Corporation.

RESOLVED, that Matthew Sharkey shall have authority to sign yard space rental agreements, not to exceed (60) sixty days, on behalf of the Corporation.

RESOLVED, that Jeff Lippert shall have authority to sign yard space rental agreements, not to exceed (60) sixty days, on behalf of the Corporation.

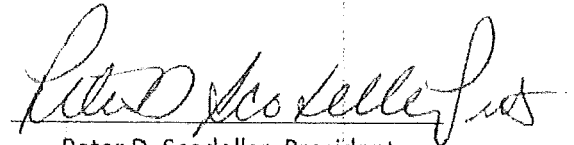
RESOLVED, that Jeff Stover shall have authority to sign yard space rental agreements, not to exceed (60) sixty days, on behalf of the Corporation.

RESOLVED, that Al Wieging shall have authority to sign yard space rental agreements, not to exceed (60) sixty days, on behalf of the Corporation.

RESOVLED, that the Secretary of the Corporation shall make the original of this content part of the official minutes of the Corporation.

Dated as of:

December 31, 2022


Peter D. Scodeller, President



51722 Grand River • Wixom, MI 48393 • 248.374.1102 • Fax 248.374.1109

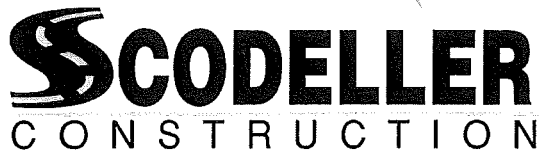
Equipment List

- 21 Pavement Routers
- 9 Concrete Random Crack Saws
- 9 Tractor Joint Plows/Blowers
- 9 Self Powered Riding Concrete Saws
- 10 185 CFM Air Compressor and Blasting Unit – Truck mounted
- 5 50 Gallon Silicone Pumps
- 4 Recirculating Air Vacuum Sweepers
- 10 200 to 400 Gallon Melter/Applicators – Truck Mounted
- 15 800 to 1,000 Gallon Melter/Applicators – Truck Mounted
- Multiple Traffic and Support Vehicles



*Contracting For Pavement Preservation
Equal Opportunity Employer*





51722 Grand River • Wixom, MI 48393 • 248.374.1102 • Fax 248.374.1109

PROJECT REFERENCES

Project: 2023 DTW Joint Seal & Spall Repair

Owner: Wayne County Airport Auth.

Contact Person: Ken Arnett

Phone: (734) 626-1297

Contract Amount: \$750,000.00

Completion Date: Sep-23

Project: 2023 Willow Run Crack Sealing

Owner: Wayne County Airport Auth.

Contact Person: Joe Galea

Phone: (734) 576-9570

Contract Amount: \$100,000.00

Completion Date: Jul-23

Project: 2022 Joint Seal & Spall Repair

Owner: Gerald Ford Airport Authority

Contact Person: Rory Wolters

Phone: (616) 233-6068

Contract Amount: \$164,000.00

Date Completed: Jul-22

Project: US-23 (MDOT Project 47014-210045)

Owner: MDOT

Contact Person: Bryant Moorman

Phone: (248) 561-2461

Contract Amount: \$692,000.00

Date Completed: Oct-22

Project: 2022 City of Troy Rout & Seal

Owner: City of Troy

Contact Person: Antonio Cicchetti

Phone: (586) 615-6780

Contract Amount: \$112,000.00

Date Completed: Jun-22

Project: 2022 Joint & Crack Sealing

Owner: City of Novi

Contact Person: Jeff VanCurler

Phone: (248) 343-8776

Contract Amount: \$73,000.00

Date Completed: Nov-22



*Contracting For Pavement Preservation
Equal Opportunity Employer*





Bill To: 51722 Grand River
Wixom, MI 48393

Ship To: 51722 Grand River
Wixom, MI 48393

Type of Business: Highway Maintenance
Years in Business: 38 Years
Year Incorporated: 1985
Federal ID # 38-2625522

Trade References:

W.R. Meadows.
300 Industrial Dr.
Hampshire, IL 60140
(847) 214-2100

Wolverine Truck Group
3000 William Avenue
Ypsilanti, MI 48198
(734) 879-2500
(734) 879-2511 Fax

Barnsco Inc.
Craig Reynolds
7800 Dix
Detroit, MI 48209
(248) 640-4492
creynolds@barnsco.com

Ace Cutting Equipment, Inc.
Ron Mesasel
25800 Novi Road
Novi, MI 48375
(248) 449-4944
(248) 449-4946 Fax

Bank References:

Fifth Third Bank, Commercial Banking
215 E. Washington Street
Ann Arbor, MI 48104
(734) 214-7931
(734) 214-7952 Fax
Banker – Rich Grajewski
Richard.Grajewski@53.com

Contacts: Peter D. Scodeller, President



SAFETY DATA SHEET

Page 1 of 2

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

Product:	3405	Part Number:	4215000
Manufacturer:	W. R. MEADOWS, INC.	Address:	300 Industrial Drive
Telephone:	(847) 214-2100		Hampshire, Illinois 60140
Revision Date:	12/5/2018	In case of emergency, dial	(800) 424-9300 (CHEMTREC)
Product Use:	Hot-Applied Joint Sealant		

SECTION 2: HAZARDS IDENTIFICATION/EXPOSURE LIMITS

HMIS		HAZARD STATEMENTS
[Health]	[1]	WARNING!
[Flammability]	[1]	Heated material will cause severe burns.
[Reactivity]	[0]	Causes skin irritation.
[Personal Protection]	[]	PRECAUTIONARY STATEMENTS
		Avoid direct contact with heated material.
		Avoid inhalation of fumes.



SECTION 3: HAZARDS COMPONENTS

Chemical Name:	CAS Number	% by Weight	SARA 313	Vapor Pressure (mm Hg@20°C)	LEL (@25°C)
1. Petroleum Asphalt	8052-42-4	50-55	No	N/A	N/A
2. Petroleum Oil Base Stock	64742-65-0	5-10	No	N/A	0.9
3. Limestone	1317-65-3	25-30	No	N/A	N/A

Under the reporting requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1966 (SARA) and 40 CFR Part 372, chemicals listed on the 313 List (40 CFR Part 373.65) are identified under the heading "SARA 313." N/A = Not Applicable

SECTION 4: EMERGENCY AND FIRST AID PROCEDURES

EYE CONTACT: Not expected to be an exposure route as supplied. If contact with molten material occurs, seek immediate medical attention.

SKIN CONTACT: Wash affected areas with soap and water if available. If contact with hot, molten material occurs, cool affected area with water. Do not attempt to remove congealed solid. Do not use petroleum solvents to remove solids adhered to skin. Seek immediate medical attention.

INHALATION: Not expected to be an exposure route as supplied. If irritation occurs due to exposure to fumes produced by hot molten product, move victim from exposure source and treat symptomatically. If symptoms persist, seek medical attention.

INGESTION: Not expected to be an exposure source.

MOST IMPORTANT SYMPTOMS/EFFECTS, ACUTE AND CHRONIC: See Section Eleven for Symptoms/Effects.

SECTION 5: FIRE AND EXPLOSIVES HAZARDS

FLASHPOINT: Not applicable; product is a solid.

EXTINGUISHING MEDIA: Water fog, foam, dry chemical.

CHEMICAL/COMBUSTION HAZARDS: Oxides and compounds of nitrogen/sulfur, carbon monoxide/dioxide, and incomplete combustion products.

PRECAUTIONS/PERSONAL PROTECTIVE EQUIPMENT: Avoid smoke inhalation. Hot material may spatter if hit by a direct stream of water. Use appropriate personal protective equipment.

SECTION 6: ACCIDENTAL RELEASE MEASURES

SPILL OR LEAK PROCEDURES: Not applicable. Product is a solid. If molten material is spilled avoid direct contact, allow material to cool and landfill dispose.

SECTION 7: HANDLING AND STORAGE

SAFE HANDLING PROCEDURES: Avoid direct contact.

SAFE STORAGE: Prevent job-site damage.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Chemical Name:	OSHA				ACGIH			
	PEL	PEL/CEILING	PEL/STEL	SKIN	TLV	TLV/CEILING	TLV/STEL	SKIN
1. Petroleum Asphalt	5 mg/m ³ *	N/E	N/E	No	0.5 mg/m ³ *	N/E	N/E	N/E
2. Petroleum Oil Base Stock	N/E	N/E	N/E	No	5 mg/m ³ +	N/E	N/E	N/E
3. Limestone	N/A	N/A	N/A	No	N/A	N/A	N/A	N/A

*: Asphalt Fumes +: Mineral Oil Mist in Air N/E: Not Established

SAFETY DATA SHEET

Date of Preparation: 12/5/18	Page 2 of 2	4215000
Section 8 continued		
ENGINEERING CONTROLS: None required under normal use conditions.		
PERSONAL PROTECTIVE EQUIPMENT: Safety glasses, chemical-resistant gloves.		
SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES		
BOILING POINT: N/A	VAPOR DENSITY: N/A	% VOLATILE BY VOLUME: N/A
EVAPORATION RATE: N/A	pH LEVEL: N/A	% VOLATILE BY WEIGHT: N/A
WEIGHT PER GALLON: N/A	PRODUCT APPEARANCE: Black Solid	VOC CONTENT: N/A
ODOR: None	ODOR THRESHOLD: N/D	MELTING/FREEZING POINT: N/D
FLASH POINT: See Section 5	FLAMMABILITY: N/D	UEL/LEL: N/D
VAPOR PRESSURE: N/D	RELATIVE DENSITY: N/D	SOLUBILITY: N/D
PARTITION COEFFICIENT: N/D	AUTOIGNITION TEMPERATURE: N/D	DECOMPOSITION TEMPERATURE: N/D
VISCOSITY: N/D		N/D: Not Determined
SECTION 10: STABILITY/REACTIVITY		
STABILITY: Stable.	HAZARDOUS POLYMERIZATION: Will not occur.	
CONDITIONS AND MATERIALS TO AVOID: None recognized.		
HAZARDOUS DECOMPOSITION PRODUCTS: None recognized.		
SECTION 11: TOXICOLOGICAL INFORMATION		
EYE CONTACT: Direct contact may cause mild irritation. Contact with heated material may cause severe burns.		
SKIN CONTACT: Direct contact may cause slight skin irritation. Contact with heated material may cause severe burns.		
INHALATION: Not anticipated to be an exposure route. Heated material may emit fumes. Exposure to fumes may result in respiratory irritation.		
INGESTION: Not anticipated to be an exposure route.		
SIGNS AND SYMPTOMS: Symptoms of eye irritation include tearing, reddening, and swelling. Symptoms of skin irritation include redness and swelling. Gastrointestinal irritation symptoms include nausea, vomiting, and abdominal discomfort. Symptoms of respiratory irritation include runny nose, sore throat, coughing, chest discomfort, shortness of breath, and reduced lung function.		
AGGRAVATED MEDICAL CONDITIONS: Pre-existing skin, eye, and respiratory disorders may be aggravated by exposure to this product.		
OTHER HEALTH EFFECTS: ACGIH Classifies asphalt as <i>Not Classifiable as a Human Carcinogen; A4</i> .		
SECTION 12: ECOLOGICAL INFORMATION		
ECOTOXICITY: N/E	DEGRADABILITY: N/E	BIOACCUMULATIVE POTENTIAL: N/E
SOIL MOBILITY: N/E	OTHER ADVERSE EFFECTS: None Recognized	
SECTION 13: WASTE DISPOSAL INFORMATION		
WASTE DISPOSAL INFORMATION: Landfill disposal.		
SECTION 14: TRANSPORTATION INFORMATION		
HAZARDOUS/NON-HAZARDOUS MATERIAL: Not regulated by DOT.		
UN NUMBER: None.	HAZARD CLASS: N/A	PACKING GROUP: N/A
UN PROPER SHIPPING NAME: N/A		
ENVIRONMENTAL HAZARDS: None recognized.		
BULK TRANSPORTATION INFORMATION: None.		
SPECIAL PRECAUTIONS: None.		
SECTION 15: REGULATORY INFORMATION		
OTHER REGULATORY CONSIDERATIONS: None recognized.		
SECTION 16: OTHER INFORMATION		
PREPARATION DATE:	12/5/2018	
PREPARED BY:	Dave Carey	

The information contained herein is based on the data available to us and is believed to be correct. However, we make no warranty, expressed or implied regarding the accuracy of this data or the results to be obtained from the use thereof. We assume no responsibility for injury from the use of this product described herein.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: March 13, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Dee Ann Irby, Controller
Kurt Bovensiepe, Public Works Director
Zach Haapala, Project Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – 2023A Joint and Crack Seal Program

History

- Each year major and local roads are selected for joint and crack sealing based in part on current PASER (Pavement Surface Evaluation and Rating) ratings, pavement age, number of years since joints were sealed last and number of years since the last asphalt overlay or slab replacements.
- The Streets and Drains Division is responsible for maintaining 121 miles of asphalt roads and 222 miles of concrete roads within the City. The method of sealing cracks & joints will prolong the lifespan and preserve our asphalt roads.
- The local roads selected for joint sealing are located in Sections 4, 13, 15, 16, 18 & 19. There will be no sealing done on major roads this fiscal year.
- Work is scheduled to begin this Spring (2023) and be completed by June 30, 2023.

Purchasing

- On February 23, 2023 a bid opening was conducted as required by the City Charter/Code and read aloud via Zoom.
- The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com/city-of-troy-mi.
- Five Hundred and sixty-five (565) vendors were notified via the MITN Purchasing Group website. Two (2) bids were received. The summary of the vendor responses is detailed below.

Companies notified via MITN	565
Troy Companies notified via MITN	9
Troy Companies - Active email Notification	9
Troy Companies - Active Free	0
Companies that viewed the bid	22
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 bid responses were reviewed and *Scodeller Construction Inc. of Farmington Hills, MI* is the low bidder meeting bid specifications and is being recommended for the bid award.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Financial

Funds are budgeted and available in the Public Works Local Street Fund for the fiscal year 2023. Expenditures will be charged to account number 203.447.20.482.7802.125.

Recommendation

City Management recommends awarding a contract to the low bidder meeting specifications *Scodeller Construction Inc. of Farmington Hills, MI* for the 2023A Joint and Crack Seal Program, at unit prices contained in the bid tabulation, opened February 23, 2023, for an estimated not to exceed amount of \$50,000.

Opening Date: 02/23/2023
Date Reviewed: 02/23/2023

CITY OF TROY
BID TABULATION
2023A JOINT AND CRACK SEAL PROGRAM

ITB-COT 23-06
Page 1 of 1

VENDOR NAME:	Michigan Joint Sealing Inc	Scodeller Construction
CITY:	Farmington Hills, MI	Wixom, MI
CHECK AMOUNT:	\$5,000	\$5,000
CHECK #:	928075	37160246

2023A JOINT & CRACK SEAL PROGRAM

DESCRIPTION	Est. Qty	UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Mobilization, Max \$5,000	1	Lump Sum	\$1.22	\$80,520.00	\$5,000	\$5,000
Joint & Crack Sealing – Local Roads	66,000	Ft			\$0.82	54,120
Maintaining Traffic	1	Lump Sum			\$1.00	\$1.00
TOTAL BID AMOUNT:			\$80,520.00		\$59,121.00	

CONTACT NUMBER:		(248) 476-4120	(248) 374-1102
COMPLETION SCHEDULE:		6/30/2023	6/30/2023
REFERENCES:	Y or N	Y	Y
INSURANCE:		N	Y
PAYMENT TERMS:		Net 30	20th of each month on work completed
WARRANTY:		Contractual	One year
EXCEPTIONS:		None	None
ACKNOWLEDGEMENT:	Y or N	Y	Y
VENDOR QUESTIONNAIRE:	Y or N	Y	Y
ADDENDUM 1	Y or N	Y	Y
FORMS:	Y or N	Y	Y

Low Bid Meeting Specifications

Attest:
(*Bid Opening conducted via a Zoom Meeting)
Andrew Chambliss
Phillip Kwik
Zach Haapala
Beth Zaccardelli

Emily Frontera
Purchasing Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/16/2023

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

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

PRODUCER Acrisure LLC dba Lyman & Sheets Insurance Agency 2213 E. Grand River Ave. Lansing, MI 48912	1-517-482-2211	CONTACT NAME: Kathy Satterlee PHONE (A/C, No, Ext): 517-319-5129 E-MAIL ADDRESS: kathys@lymansheets.com	FAX (A/C, No):
INSURED Scodeller Construction, Inc. 51722 Grand River Wixom, MI 48393		INSURER(S) AFFORDING COVERAGE INSURER A: OLD REPUBLIC INS CO INSURER B: CINCINNATI INS CO INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 24147 10677

COVERAGES

CERTIFICATE NUMBER: 68095163

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/Contractual Liab <input checked="" type="checkbox"/> Waiver of Subrogation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	MWZY 312353	03/01/23	03/01/24	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	MWTB 312352	03/01/23	03/01/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ none	X	X	EXS 0011266	03/01/23	03/01/24	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	MWC 312354	03/01/23	03/01/24	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

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.

Po

CERTIFICATE HOLDER**CANCELLATION**

Purchasing Manager City of Troy 10 West Big Beaver Troy, MI 48084 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kyle Ranney</i>
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ACORD 25 (2016/03)

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Kathys
68095163

POLICY NUMBER: MWC 312354

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**AS REQUIRED BY WRITTEN CONTRACT, TO THE EXTENT ALLOWABLE BY
LAW.**

DATE OF ISSUE:

OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

EARLIER NOTICE OF CANCELATION OR NONRENEWAL PROVIDED BY US

SCHEDULE

Number of Days' Notice of Cancellation Non- payment of Premium	Number of Days' Notice of Cancellation Reasons Other Than Non-payment of Premium or Nonrenewal	State(s) Applicable
10	60	SEE ITEM 3.A.

Number of Days' Notice of Nonrenewal

State(s) Applicable

- A.** For any statutorily permitted reason for cancellation, the number of days required for notice of cancellation, as provided in the Cancellation Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule.
- B.** For any statutorily permitted nonrenewal, the number of days required for notice of nonrenewal as amended by an applicable state endorsement is increased to the number of days shown in the Schedule.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED/DESIGNATED INSURED AMENDMENT - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations where required by written contract.

WHO IS AN INSURED (SECTION II) is amended to include the person(s) or organization(s) shown in the above Schedule, but only with respect to "accidents" arising out of work being performed for such person(s) or organization(s).

As respects any person(s) or organization(s) shown in the above Schedule with whom you have agreed in a written contract to provide primary insurance on a non-contributory basis, this insurance will be primary to and non-contributing with any other insurance available to such person(s) or organizations(s).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

As required by contract or agreement

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

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

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Per contract specifications

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of Days' Notice 10 (For non-payment of premium)

Number of Days' Notice 60 (For any other reason, other than
nonpayment of premium)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The number of days required for notice of Cancellation, as provided in the Cancellation policy Condition or as amended by an applicable state endorsement, is increased to the number of days shown in the Schedule.

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
All persons or organizations when required by written contract or agreement	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations when required by written contract or agreement	All completed operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

whichever is less.

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

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.