

**CITY COUNCIL MINUTES**

**March 4, 2024**

**Standard Purchasing Resolution 2: Award to Low Bidders Meeting Specifications – Transit Mixed Concrete**

Resolution #2024-03-039-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract to provide Transit Mixed Concrete with an option to renew for one (1) additional year to the low bidder meeting specifications; *Daytona Redi-Mix of Shelby Township, MI*, as the primary supplier and *Superior Materials, LLC of Farmington Hills, MI*, as the secondary supplier as per the unit prices contained in the bid tabulation opened February 15, 2024, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, to be ordered on an as-needed basis; contracts expiring April 30, 2026.

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

# PURCHASE ORDER

No. 2024-00001071  
 DATE: 03/22/2024  
 PAGE: 1 of 1  
 FOB DESTINATION

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

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

**EXPIRATION DATE**  
 04/30/2025  
**COUNCIL RESOLUTION**  
 2024-03-039-J-4b  
**INSTRUCTIONS**  
 Return to Department

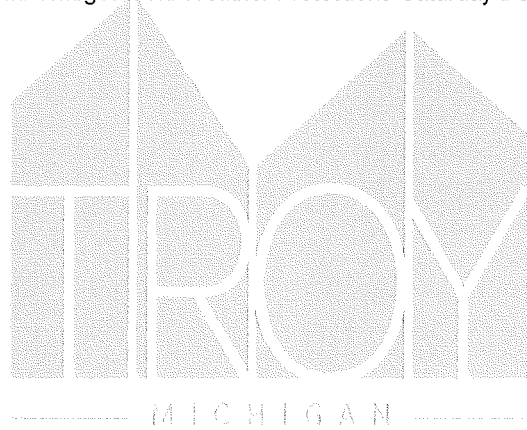
**VENDOR NO.** 177901

**Vendor**  
 DAYTONA REDI MIX LLC  
 7520 23 MILE ROAD  
 SHELBY TOWNSHIP, MI 48316

PRIMARY SUPPLIER

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

| QUANTITY | UNIT | DESCRIPTION  | UNIT COST | TOTAL COST  |
|----------|------|--|-----------|-------------|
| 600      | Yard | 6 Sack Mix-Weekday Delivery                                    | 143.0000  | \$85,800.00 |
| 200      | Yard | 7 Sack Mix-Weekday Delivery                                    | 149.0000  | \$29,800.00 |
| 50       | Yard | 12 Hour 300 PSI Mix Flexural Strength/7 Sack-Weekday Delivery  | 156.0000  | \$7,800.00  |
| 20       | Each | Split Load Charges-Below Minimum Load Charge Weekday Delivery  | 90.0000   | \$1,800.00  |
| 20       | Each | Split Load Charges-Cold Weather Protection-Weekday Delivery    | 8.0000    | \$160.00    |
| 25       | Yard | 6 Sack Mix-Saturday Delivery                                   | 150.0000  | \$3,750.00  |
| 25       | Yard | 7 Sack Mix-Saturday Delivery                                   | 156.0000  | \$3,900.00  |
| 25       | Yard | 12 Hour 300 PSI Mix Flexural Strength/7 Sack-Saturday Delivery | 163.0000  | \$4,075.00  |
| 5        | Each | Split Load Charges-Below Minimum Load Charge Saturday Delivery | 90.0000   | \$450.00    |
| 5        | Each | Split Load Charges-Cold Weather Protections-Saturday Delivery  | 8.0000    | \$40.00     |



Entered By: Nellie Bert

\$137,575.00

**Special Instructions:**

CITY COUNCIL AWARD DATE: 2/23/2024 As PRIMARY SUPPLIER Contract to provide 1-Year Requirements of TRANSIT MIX CONCRETE with an Option to Renew for One (1) additional Year in accordance with the bid specifications and Prices Listed above for ITB-COT 24-2. This PO is for Year ONE (1) of potential 2-YEAR Contract. CERTIFICATE OF INSURANCE and ENDORSEMENTS 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.

*Nellie Bert*

# PURCHASE ORDER

No. 2024-00001070

DATE: 03/22/2024

PAGE: 1 of 1

FOB DESTINATION

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

**Bill To**  
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4693 ROCHESTER ROAD  
TROY, MI 48085

**EXPIRATION DATE**

04/30/2025

**COUNCIL RESOLUTION**

2024-03-039-J-4b

**INSTRUCTIONS**

Return to Department

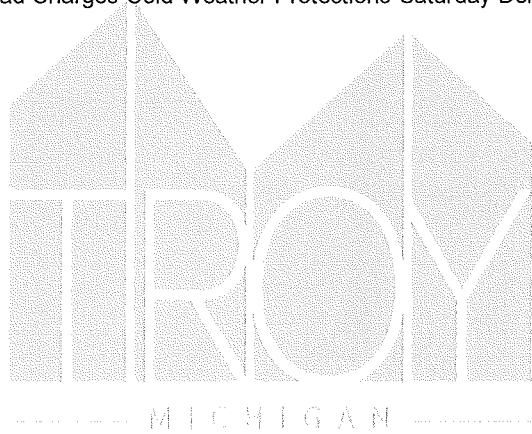
**VENDOR NO.** 123132

SECONDARY SUPPLIER

**Vendor**  
SUPERIOR MATERIALS, INC.  
30701 W. 10 MILE ROAD, SUITE 500  
FARMINGTON HILLS, MI 48333

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

| QUANTITY | UNIT | DESCRIPTION  | UNIT COST | TOTAL COST  |
|----------|------|--|-----------|-------------|
| 600      | Yard | 6 Sack Mix-Weekday Delivery                                    | 153.0000  | \$91,800.00 |
| 200      | Yard | 7 Sack Mix-Weekday Delivery                                    | 159.0000  | \$31,800.00 |
| 50       | Yard | 12 Hour 300 PSI Mix Flexural Strength/7 Sack-Weekday Delivery  | 166.0000  | \$8,300.00  |
| 20       | Each | Split Load Charges-Below Minimum Load Charge Weekday Delivery  | 110.0000  | \$2,200.00  |
| 10       | Each | Split Load Charges-Cold Weather Protection-Weekday Delivery    | 8.0000    | \$80.00     |
| 25       | Yard | 6 Sack Mix-Saturday Delivery                                   | 160.0000  | \$4,000.00  |
| 25       | Yard | 7 Sack Mix-Saturday Delivery                                   | 166.0000  | \$4,150.00  |
| 25       | Yard | 12 Hour 300 PSI Mix Flexural Strength/7 Sack-Saturday Delivery | 173.0000  | \$4,325.00  |
| 5        | Each | Split Load Charges-Below Minimum Load Charge Saturday Delivery | 110.0000  | \$550.00    |
| 5        | Each | Split Load Charges-Cold Weather Protections-Saturday Delivery  | 10.0000   | \$50.00     |



Entered By: Nellie Bert

\$147,255.00

**Special Instructions:**

CITY COUNCIL AWARD DATE: 2/23/2024 As SECONDARY SUPPLIER - 1-Year Contract to provide TRANSIT MIX CONCRETE with Option to Renew for 1 One Additional Year in accordance with Bid Specifications and above listed Prices for ITB-COT 24-02. This PO is Year ONE (1) if a potential 2-Year Contract. CERTIFICATE OF INSURANCE and ENDORSEMENTS 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.

Nellie Bert

CITY OF TROY  
 BID TABULATION  
 TRANSIT MIXED CONCRETE

|              |                  |                        |
|--------------|------------------|------------------------|
| VENDOR NAME: | Daytona Redi-Mix | Superior Materials LLC |
| CITY:        | Shelby Twp., MI  | Farmington Hills, MI   |

**PROPOSAL: One (1) Year Requirements of Transit Mixed Concrete with an Option to Renew for One (1) Additional Year**

| ITEM                                  | EST QTY |       | DESCRIPTION                                   | UNIT PRICE          | UNIT  | TOTAL PRICE | UNIT PRICE          | UNIT  | TOTAL PRICE |
|---------------------------------------|---------|-------|---|---------------------|-------|-------------|---------------------|-------|-------------|
| <b>PROPOSAL A - WEEKDAY DELIVERY</b>  |         |       |   |                     |       |             |                     |       |             |
| 1                                     | 600     | Yds   | 6 Sack Mix                                    | \$143.00            | Cu Yd | \$85,800.00 | \$153.00            | Cu Yd | \$91,800.00 |
| 2                                     | 200     | Yds   | 7 Sack Mix                                    | \$149.00            | Cu Yd | \$29,800.00 | \$159.00            | Cu Yd | \$31,800.00 |
| 3                                     | 50      | Yds   | 12 Hour 300 PSI Mix- Flexural Strength/7 Sack | \$156.00            | Cu Yd | \$7,800.00  | \$166.00            | Cu Yd | \$8,300.00  |
| <b>SPLIT LOAD CHARGES</b>             |         |       |   |                     |       |             |                     |       |             |
| 4a                                    | 20      | Times | 2 Locations                                   | \$0.00              | Ea    | \$0.00      | \$0.00              | Ea    | \$0.00      |
| 4b                                    | 5       | Times | 3 Locations                                   | \$0.00              | Ea    | \$0.00      | \$0.00              | Ea    | \$0.00      |
| 5                                     | 20      | Times | Below Minimum Load Charge                     | \$90.00             | Ea    | \$1,800.00  | \$110.00            | Ea    | \$2,200.00  |
| 6                                     | 20      |       | Cold Weather Protection                       | \$8.00              | Cu Yd | \$160.00    | \$10.00             | Cu Yd | \$200.00    |
| <b>ESTIMATED TOTAL PROPOSAL A:</b>    |         |       |   | <b>\$125,360.00</b> |       |             | <b>\$134,300.00</b> |       |             |
| <b>PROPOSAL B - SATURDAY DELIVERY</b> |         |       |   |                     |       |             |                     |       |             |
| 1                                     | 25      | Yds   | 6 Sack Mix                                    | \$150.00            | Cu Yd | \$3,750.00  | \$160.00            | Cu Yd | \$4,000.00  |
| 2                                     | 25      | Yds   | 7 Sack Mix                                    | \$156.00            | Cu Yd | \$3,900.00  | \$166.00            | Cu Yd | \$4,150.00  |
| 3                                     | 25      | Yds   | 12 Hour 300 PSI Mix- Flexural Strength/7 Sack | \$163.00            | Cu Yd | \$4,075.00  | \$173.00            | Cu Yd | \$4,325.00  |
| <b>SPLIT LOAD CHARGES</b>             |         |       |   |                     |       |             |                     |       |             |
| 4a                                    | 5       | Times | 2 Locations                                   | \$0.00              | Ea    | \$0.00      | \$0.00              | Ea    | \$0.00      |
| 4b                                    | 5       | Times | 3 Locations                                   | \$0.00              | Ea    | \$0.00      | \$0.00              | Ea    | \$0.00      |
| 5                                     | 5       | Times | Below Minimum Load Charge                     | \$90.00             | Ea    | \$450.00    | \$110.00            | Ea    | \$550.00    |
| 6                                     | 5       |       | Cold Weather Protection                       | \$8.00              | Cu Yd | \$40.00     | \$10.00             | Cu Yd | \$50.00     |
| <b>ESTIMATED TOTAL PROPOSAL B:</b>    |         |       |   | <b>\$12,215.00</b>  |       |             | <b>\$13,075.00</b>  |       |             |
| <b>ESTIMATED GRAND TOTAL:</b>         |         |       |   | <b>\$137,575.00</b> |       |             | <b>\$147,375.00</b> |       |             |

|                                |        |   |                             |
|--------------------------------|--------|---|-----------------------------|
| Unloading Time Per Cubic Yard: |        | 6 Minutes   | 6 Minutes                   |
| Minimum Load:                  |        | 2 Yards   | 2 Yards                     |
| Hours of Operation:            |        | 6AM-5PM M-F; 6AM-12PM Sat                                 | 7AM-5PM                     |
| 24 Hour Emergency Phone No:    |        | (586) 522-0382 Ed Rodriguez;<br>(586) 307-2590 Dan Peters | Dave Moralee (248) 640-4939 |
| References:                    | Y or N | Y   | Y                           |
| Insurance Met:                 | Y or N | Y   | Y                           |
| Warranty:                      |        | 1 Year  | Not Specified               |
| Payment Terms:                 |        | Net 30  | Net 30                      |
| Delivery Time:                 |        | 6AM-5PM M-F; 6AM-12PM Sat                                 | 7-5                         |
| Exceptions:                    |        | None  | None                        |
| Acknowledgement:               | Y or N | Y   | Y                           |
| Forms:                         | Y or N | Y   | Y                           |

**ATTEST:**

(\*Bid Opening conducted via a Zoom Meeting)  
 Mike Verstraete  
 Andrew Chambliss  
 Nellie Bert  
 Heather Chomiak

Emily Frontera  
 Purchasing Manager



**CITY OF TROY  
ELECTRONIC BID PROPOSAL**

ITB-COT 24-02  
Page 1 of 6

The undersigned proposes to furnish **ONE (1) YEAR REQUIREMENTS OF TRANSIT MIXED CONCRETE WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR**, in accordance with the attached specifications to be considered an integral part of this proposal, at the following prices.

COMPANY NAME: Daytona Redi - Mix

**Proposal A- Week Day Delivery**

| Item                      | Est Qty (yds) | Description                                   | Unit Price              |
|---------------------------|---------------|---|-------------------------|
| 1.                        | 600           | 6 Sack Mix                                    | \$ <u>143.00</u> /cu yd |
| 2.                        | 200           | 7 Sack Mix                                    | \$ <u>149.00</u> /cu yd |
| 3.                        | 50            | 12 Hour 300 PSI Mix- Flexural Strength/7 Sack | \$ <u>156.00</u> /cu yd |
| <b>Split Load Charges</b> |               |   |                         |
| 4a.                       | 20 Times      | 2 Locations                                   | \$ <u>0</u> ea          |
| 4b.                       | 5 Times       | 3 Locations                                   | \$ <u>0</u> ea          |
| 5.                        | 20 Times      | Below Minimum Load Charge                     | \$ <u>90.00</u> ea      |
| 6.                        | 20            | Cold Weather Protection                       | \$ <u>8.00</u> /cu yd   |

**Proposal B- Saturday Delivery**

| Item                      | Est Qty (yds) | Description                                   | Unit Price              |
|---------------------------|---------------|---|-------------------------|
| 1.                        | 25            | 6 Sack Mix                                    | \$ <u>150.00</u> /cu yd |
| 2.                        | 25            | 7 Sack Mix                                    | \$ <u>156.00</u> /cu yd |
| 3.                        | 25            | 12 Hour 300 PSI Mix- Flexural Strength/7 Sack | \$ <u>163.00</u> /cu yd |
| <b>Split Load Charges</b> |               |   |                         |
| 4a.                       | 5 Times       | 2 Locations                                   | \$ <u>0</u> ea          |
| 4b.                       | 5 Times       | 3 Locations                                   | \$ <u>0</u> ea          |
| 5.                        | 5 Times       | Below Minimum Load Charge                     | \$ <u>90.00</u> ea      |
| 6.                        | 5             | Cold Weather Protection                       | \$ <u>8.00</u> /cu yd   |

Unloading Time Per Cubic Yard: 6 MINUTES  
 Minimum Load: 2 YARDS  
 Hours of Operation: 6am - 5pm M-F, 6am - 12pm SAT  
 24 Hour Emergency Phone Number: (586) 522-0382 ED RODRIGUEZ (586) 307-2590 DAN PEROUS

**PROPOSAL:** Contract is divided into two (2) proposals – Proposal A for week day delivery and Proposal B for Saturday delivery. Please ensure your company quotes accordingly.

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

**INFORMATION:** For additional general information or questions about this project, please contact Mike Verstraete at (248) 524-3501 between the hours of 8:00 a.m. and 4:30 p.m. or at [mike.verstraete@troymn.gov](mailto:mike.verstraete@troymn.gov).

**CURRENCY:** All figures are to be in U. S. Funds.

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

**AWARD:** It is the intent of the City to qualify one Primary and one Secondary Supplier of Transit Mixed Concrete. In the event the Primary Supplier is unable to deliver material as specified, the Secondary Supplier will be contacted. Award will be made on a low total bid basis using estimated quantities FOR PROPOSAL A ONLY. A primary and secondary Source will be awarded for Proposal A and Proposal B.

The City of Troy reserves the right to award this bid to the lowest total responsible bidder(s) meeting specifications; to reject low bids that have major deviations from specifications, to accept a higher bid that has only minor deviations.

**CONTRACT FORMS:**

Bidders should complete and sign the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment, the Certification regarding "Iran Linked Business" and the Familial Disclosure Forms and return with your bid proposal.

**DELIVERY:** The contractor will be notified as to the quantity needed before noon on the day prior to the desired delivery date. Delivery will be expected at the time requested as long as the minimum notification is given. The successful bidder(s) will provide continuous delivery until the order is complete.

**RECIPROCITY:** The City of Troy intends to use reciprocity between the Primary and Secondary Suppliers utilizing one or the other, in the event of a plant closing or inability to meet delivery times. **The suppliers will abide by bid pricing on all items of the contract.**

**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.

**IMPORTANT:** All City of Troy purchases require a SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant SDS at the time of bid submission.

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

**REFERENCES:** The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company.

COMPANY NAME: DAYTONA RED-MIX

COMPANY: DAN'S EXCAVATING  
ADDRESS: 12955 23 MILE RD. SHELBY TWP MI 48315  
CONTACT: IRV RUPERSBURG  
PHONE: (810) 217-6511 EMAIL: IRUPERSBURG@PEYERLKMGT.COM

COMPANY: MARK ANTHONY  
ADDRESS: 4844 PLANK RD. MILFORD, MI 48381  
CONTACT: BILL HARDESTOCK  
PHONE: (586) 453-5860 EMAIL: BILL@MACINC-MI.COM

COMPANY: DILISIO CONTRACTING  
ADDRESS: 23525 LAKEPOINT DR. CLINTON TWP MI 48036  
CONTACT: JOE LIA  
PHONE: (586) 783-4044 EMAIL: JOE@DILISIOCONTRACTING.COM

**INSURANCE REQUIREMENTS:**

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.

COMPANY NAME: DAYTONA RED-MIX

**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.

**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

COMPANY NAME: DAYTONA REDI-MIX



**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.

**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 nonlocal bidder, then the local vendor is given one chance to match the low bid.

COMPANY NAME: \_\_\_\_\_

DAYTONA RED-MIX

**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. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City.

 SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_

**NOTE:**

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

COMPANY DAYTONA REDIMIX

ADDRESS 7520 23 MILE RD CITY SHELBY TWP STATE MI ZIP 48316

TELEPHONE NO. (586) 254-2212 FAX NO. ( ) \_\_\_\_\_

REPRESENTATIVE'S NAME ED RODRIGUEZ

 SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE \_\_\_\_\_

TERMS NET 30 WARRANTY 1 YEAR

E-MAIL EROD @ DAYTONAREDIMIX.COM DELIVERY TIME: 6a.m - 5p.m M-F, 6a.m - 12p.m SAT.

**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, ED RODRIGUEZ, 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](http://www.bidnetdirect.com/city-of-troy-mi) and is an official copy of the Authorized Version.

 SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE \_\_\_\_\_



## Legal Status of Bidder:

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

DAYTONA REDT-MIX

A corporation duly organized and doing business under the laws of the State of MICHIGAN for whom ED RODRIGUEZ, bearing the office title of SALES MGR., whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

|                  |                  |
|------------------|------------------|
| <del>_____</del> | <del>_____</del> |
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| <del>_____</del> | <del>_____</del> |
| <del>_____</del> | <del>_____</del> |

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

|                  |                  |
|------------------|------------------|
| <del>_____</del> | <del>_____</del> |
|------------------|------------------|



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

EDUARDO RODRIGUEZ, being duly sworn deposed, says that he/she is  
(Print Full Name)  
SALES MANAGER. The party making the foregoing proposal or bid,  
(State Official Capacity in Firm)

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

[Signature]  
SIGNATURE OF PERSON SUBMITTING BID

Theresa Kowalski  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 14<sup>th</sup> day of February, 2021 in and for  
Macomb County.

My commission expires: 01/06/2028





**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.**

DAYTONIA REDI-MIX  
Name of Agency/Company/Firm (Please Print)

ED RODRIGUEZ  
Name and title of authorized representative (Please Print)

[Signature]  
Signature of authorized representative

2/14/24

Date

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



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

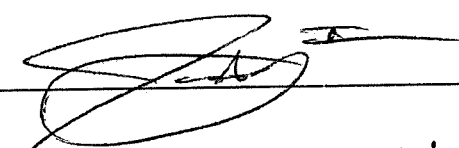
Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

| Vendor                      |                   |
|-----------------------------|-------------------|
| Legal Name                  | DAYTONA READY-MIX |
| Street Address              | 7520 23 MILE RD   |
| City                        | SHELBY TWP.       |
| State, Zip                  | MI, 48316         |
| Corporate I.D. Number/State | 88-3626594        |
| Taxpayer I.D. #             | 88-3626594        |

The undersigned, with: 1.) full knowledge of all of Vendor's 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 required 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: ED RODRIGUEZ

Witness Signature:  \_\_\_\_\_

Printed Name of Witness: James A. Plohy



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

The undersigned, the owner or authorized officer of DAYTONA Redi - Mix (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 DAYTONA Redi - Mix and any member of the City of Troy City Council or City of Troy management.

**List any Familial Relationships:**

N/A

**BIDDER:**

DAYTONA Redi - Mix

By: ED RODRIGUEZ

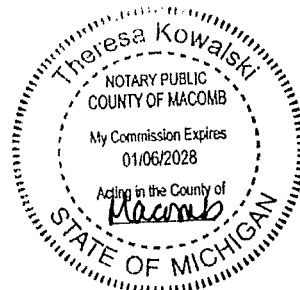
Its: SALES MANAGER

STATE OF MICHIGAN \_\_\_\_\_

COUNTY OF Macomb

This instrument was acknowledged before me on the 14<sup>th</sup> day of February, 2024, by Ed Rodriguez.

*Theresa Kowalski*  
Notary Public  
Macomb County Michigan  
Commission Expires 01/06/2028





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/13/2024

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<br>Guy Hurley, LLC<br>989 E. South Boulevard<br>Suite 200<br>Rochester Hills MI 48307 | CONTACT NAME: Christine Phillips             | FAX (A/C, No): (248) 519-1401      |        |
|  | PHONE (A/C, No, Ext): (248) 519-1400         | E-MAIL ADDRESS: cphillips@ghbh.com |        |
| INSURED<br>Daytona Redi-Mix, LLC<br>7520 23 Mile Rd<br>Shelby Twp MI 48316                     | INSURER(S) AFFORDING COVERAGE                |                                    | NAIC # |
|  | INSURER A: Employers Mutual Casualty Company |                                    | 21415  |
|  | INSURER B:                                   |                                    |        |
|  | INSURER C:                                   |                                    |        |
|  | INSURER D:                                   |                                    |        |
|  | INSURER E:                                   |                                    |        |

COVERAGES CERTIFICATE NUMBER: 23-24 Master Daytona 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<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |          | 6D59649       | 09/30/2023              | 09/30/2024              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          | 6B59649       | 09/30/2023              | 09/30/2024              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><br>DED RETENTION \$   |           |          | 6J59649       | 09/30/2023              | 09/30/2024              | EACH OCCURRENCE \$ 5,000,00<br>AGGREGATE \$ 5,000,000  |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N/A      |               |                         |                         | PER STATUTE OTH-ER<br>E.I. EACH ACCIDENT \$<br>E.I. DISEASE - EA EMPLOYEE \$<br>E.I. DISEASE - POLICY LIMIT \$   |

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

|   |  |
|---|--|
| CERTIFICATE HOLDER<br><br>City of Troy<br>500 W. Big Beaver Rd<br><br>Troy MI 48084 | CANCELLATION<br><br>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<br><br>  |

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## **Alkali-Silica Reactivity Data**

# BOWSER-MORNER, INC.

Delivery Address: 4518 Taylorsville Rd • Dayton, Ohio 45424 Mailing Address: P.O. Box 51 • Dayton, Ohio 45401

AASHTO/ISO 17025 Accredited • USACE Validated



## LABORATORY REPORT

**Report To:** Levy Company  
Attn.: Mitchell Holt  
9300 Dix Rd.  
Dearborn, MI 48120

**Report Date:** 03/02/22  
**Job No.:** 198773  
**Report No.:** 120800C  
**No. of Pages:** 3

**Report On:** Laboratory Determination of Alkali-Silica Reactivity (ASR)

**Procedure:** Length Change of Concrete Due to Alkali-Silica Reaction (ASTM C 1293)

### Material and Source Information

**Sample Identification:** MDOT 2NS  
**Fine Aggregate Source:** Measel (44-051)  
**Coarse Aggregate Source:** Martin Marietta; Phillipsburg, OH  
**Cement Source:** Fairborn Cement Company  
**Date Received:** 12/15/20  
**Date Cast:** 03/02/21

Results are summarized below and detailed on the attached data sheets.

|           | Average Length Change, % | ASTM C 1293 Specification, % |
|-----------|--------------------------|------------------------------|
| 56 Days:  | 0.015                    | ---                          |
| 90 Days:  | 0.018                    | ---                          |
| 180 Days: | 0.025                    | ---                          |
| 270 Days: | 0.028                    | ---                          |
| 365 Days: | 0.029                    | 0.040 Max.                   |

Bowser-Morner certifies that this test was performed in accordance with ASTM C1293 procedures.  
Should you have any questions, or if we may be of further service, please contact me at (937) 236-8805, ext. 329.

Respectfully submitted,  
BOWSER-MORNER, INC.

Scott D. Ruhkamp, Supervisor  
Special Projects Section  
Construction Materials Laboratory

SDR/sdr  
120800C  
1-File  
[1-mholt@edwclevy.net](mailto:1-mholt@edwclevy.net)

Report To: Levy Company  
 Sample ID: MDOT 2NS  
 Source: Measel (44-051)

Job No.: 198773  
 Report No.: 120800C  
 Date Received: 12/15/20

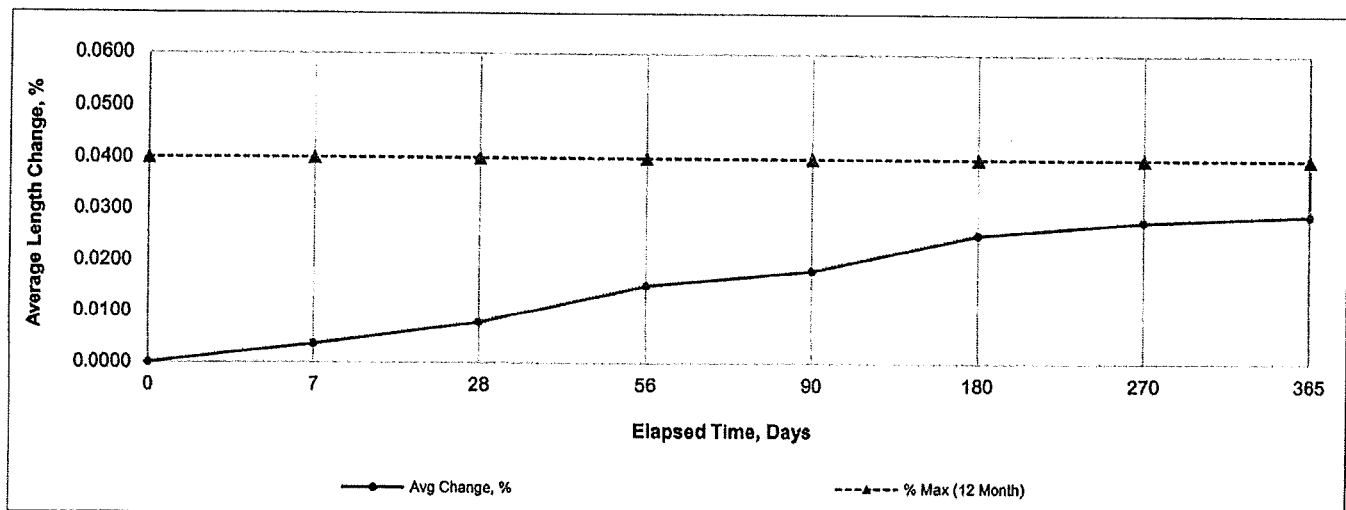
| <b>Concrete Mixture Summary</b>   |                       |                         |                                  |                           |
|---|-----------------------|-------------------------|----------------------------------|---------------------------|
| <b>Aggregates Used</b>  | <b>Type</b>           | <b>Source</b>           | <b>Grading</b>                   |                           |
| Coarse (Lab Standard)   | #57 crLS              | MMA-Phillipsburg, OH    | Table 1, coarse                  |                           |
| Fine (Subject)  | MDOT 2NS              | Measel (44-051)         | Table 1, fine                    |                           |
| <b>Cement Used</b>  | <b>Source</b>         | <b>Type</b>             | <b>Na<sub>2</sub>O Equiv., %</b> |                           |
| Fairborn Cement Co.   | Fairborn, OH          | Portland Type I         | 0.84                             |                           |
| <b>Pozzolan Used</b>  | <b>Source</b>         | <b>Type</b>             | <b>Na<sub>2</sub>O Equiv., %</b> |                           |
| n/a   | n/a                   | n/a                     | n/a                              |                           |
| <b>Admixtures Used</b>  | <b>Source</b>         | <b>Type</b>             | <b>Dosage Rate</b>               |                           |
| n/a   | n/a                   | n/a                     | n/a                              |                           |
| <b>Concrete Proportions, SSD, lbs/cubic yard</b>  |                       |                         |                                  |                           |
| <b>Component</b>  | <b>Source</b>         | <b>Specific Gravity</b> | <b>Mass, lbs</b>                 | <b>Volume, cubic yard</b> |
| Portland Cement   | Fairborn Cement Co.*  | 3.15                    | 708                              | 3.60195                   |
| Water   | BMI Standard          | 1.00                    | 294                              | 4.71154                   |
| #57 crLS  | MMA-Phillipsburg, OH* | 2.648                   | 1847                             | 11.17801                  |
| MDOT 2NS  | Measel (44-051)       | 2.657                   | 1208                             | 7.28603                   |
| Entrained Air, %:   | n/a                   | n/a                     | 2.4                              | 0.64800                   |
| Total   | n/a                   | n/a                     | 4057                             | 27.4                      |
| *The cement and coarse aggregate used in this test are BMI's laboratory standards and meet sections 7.1 and 7.2 |                       |                         |                                  |                           |
| <b>Sodium Hydroxide Added, %</b>  | <b>W/Cm</b>           | <b>Slump, inches</b>    | <b>Air, %</b>                    |                           |
| 0.36  | 0.415                 | 2 1/2                   | 2.4                              |                           |
| <b>Fresh Unit Weight, cubic yard</b>  | <b>Mass Yield, %</b>  |                         |                                  |                           |
| 151.0   | 99.5                  |                         |                                  |                           |
| <b>Storage Containers</b>   |                       |                         |                                  |                           |
| 6-gallon (23-liter) plastic pail with gamma seal lid conforming to ASTM C1293, sections 5.2.1 and 5.3.1         |                       |                         |                                  |                           |

Report To: Levy Company  
 Sample ID: MDOT 2NS  
 Source: Measel (44-051)  
 Date Cast: 03/02/21

Job No.: 198773  
 Report No.: 120800C  
 Date Received: 12/15/20  
 Ref. Rod Length: 11.632314

Procedure: Length Change of Concrete Due to Alkali-Silica Reaction (ASTM C 1293)

| Age, Days           | ID | Reference Rod, inch | Specimen Readings, inch | Expansion, inch | Length Change, % | Avg, % |
|---------------------|----|---------------------|-------------------------|-----------------|------------------|--------|
| Initial<br>03/03/21 | A  | 0.0000              | -0.0171                 | 11.6152         | n/a              | 0.0000 |
|                     | B  | 0.0000              | -0.0082                 | 11.6241         | n/a              |        |
|                     | C  | 0.0000              | -0.0129                 | 11.6194         | n/a              |        |
| 7<br>03/10/21       | A  | 0.0000              | -0.0168                 | 11.6155         | 0.0030           | 0.0037 |
|                     | B  | 0.0000              | -0.0079                 | 11.6244         | 0.0030           |        |
|                     | C  | 0.0000              | -0.0124                 | 11.6199         | 0.0050           |        |
| 28<br>03/31/21      | A  | 0.0000              | -0.0164                 | 11.6159         | 0.0070           | 0.0080 |
|                     | B  | 0.0000              | -0.0074                 | 11.6249         | 0.0080           |        |
|                     | C  | 0.0000              | -0.0120                 | 11.6203         | 0.0090           |        |
| 56<br>04/28/21      | A  | 0.0000              | -0.0157                 | 11.6166         | 0.0140           | 0.0153 |
|                     | B  | 0.0000              | -0.0067                 | 11.6256         | 0.0150           |        |
|                     | C  | 0.0000              | -0.0112                 | 11.6211         | 0.0170           |        |
| 90<br>06/02/21      | A  | 0.0000              | -0.0156                 | 11.6167         | 0.0150           | 0.0183 |
|                     | B  | 0.0000              | -0.0066                 | 11.6257         | 0.0160           |        |
|                     | C  | 0.0000              | -0.0105                 | 11.6218         | 0.0240           |        |
| 180<br>09/01/21     | A  | 0.0000              | -0.0148                 | 11.6175         | 0.0230           | 0.0253 |
|                     | B  | 0.0000              | -0.0058                 | 11.6265         | 0.0240           |        |
|                     | C  | 0.0000              | -0.0100                 | 11.6223         | 0.0290           |        |
| 270<br>12/01/21     | A  | 0.0000              | -0.0145                 | 11.6178         | 0.0260           | 0.0280 |
|                     | B  | 0.0000              | -0.0055                 | 11.6268         | 0.0270           |        |
|                     | C  | 0.0000              | -0.0098                 | 11.6225         | 0.0310           |        |
| 365<br>03/02/22     | A  | 0.0000              | -0.0142                 | 11.6181         | 0.0290           | 0.0293 |
|                     | B  | 0.0000              | -0.0054                 | 11.6269         | 0.0280           |        |
|                     | C  | 0.0000              | -0.0098                 | 11.6225         | 0.0310           |        |





**CITY OF TROY  
ELECTRONIC BID PROPOSAL**

ITB-COT 24-02  
Page 1 of 6

The undersigned proposes to furnish **ONE (1) YEAR REQUIREMENTS OF TRANSIT MIXED CONCRETE WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR**, in accordance with the attached specifications to be considered an integral part of this proposal, at the following prices.

COMPANY NAME: Superior Materials LLC

**Proposal A- Week Day Delivery**

| Item                      | Est Qty (yds) | Description                                   | Unit Price      |
|---------------------------|---------------|---|-----------------|
| 1.                        | 600           | 6 Sack Mix                                    | \$153.00 /cu yd |
| 2.                        | 200           | 7 Sack Mix                                    | \$159.00 /cu yd |
| 3.                        | 50            | 12 Hour 300 PSI Mix- Flexural Strength/7 Sack | \$166.00 /cu yd |
| <b>Split Load Charges</b> |               |   |                 |
| 4a.                       | 20 Times      | 2 Locations                                   | \$ ----- ea     |
| 4b.                       | 5 Times       | 3 Locations                                   | \$ ----- ea     |
| 5.                        | 20 Times      | Below Minimum Load Charge                     | \$110.00 ea     |
| 6.                        | 20            | Cold Weather Protection                       | \$10.00 /cu yd  |

**Proposal B- Saturday Delivery**

| Item                      | Est Qty (yds) | Description                                   | Unit Price      |
|---------------------------|---------------|---|-----------------|
| 1.                        | 25            | 6 Sack Mix                                    | \$160.00 /cu yd |
| 2.                        | 25            | 7 Sack Mix                                    | \$166.00 /cu yd |
| 3.                        | 25            | 12 Hour 300 PSI Mix- Flexural Strength/7 Sack | \$173.00 /cu yd |
| <b>Split Load Charges</b> |               |   |                 |
| 4a.                       | 5 Times       | 2 Locations                                   | \$ ----- ea     |
| 4b.                       | 5 Times       | 3 Locations                                   | \$ ----- ea     |
| 5.                        | 5 Times       | Below Minimum Load Charge                     | \$110.00 ea     |
| 6.                        | 5             | Cold Weather Protection                       | \$10.00 /cu yd  |

Unloading Time Per Cubic Yard: 6 minutes  
 Minimum Load: 2 yards  
 Hours of Operation: 7am - 5pm  
 24 Hour Emergency Phone Number: Dave Moralee (248) 640-4939

**PROPOSAL:** Contract is divided into two (2) proposals – Proposal A for week day delivery and Proposal B for Saturday delivery. Please ensure your company quotes accordingly.

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

**INFORMATION:** For additional general information or questions about this project, please contact Mike Verstraete at (248) 524-3501 between the hours of 8:00 a.m. and 4:30 p.m. or at [mike.verstraete@troymi.gov](mailto:mike.verstraete@troymi.gov).

\* SEE ATTACHED ADDITIONAL PRICE SHEET FOR EXTRA PRODUCTS / PRICING



## City of Troy Misc. Products Pricing 2024

*Effective 01-01-2024*

**Concrete Order Desk – 888-988-4400**

### READY MIXED CONCRETE

Mix Design Strength (Based on 4" Slump)

#### Standard Price List 2024

|                             |                |
|-----------------------------|----------------|
| MDOT PI 6.0 Sack            | \$ 153.00 /cyd |
| MDOT HE 7.0 Sack            | \$ 159.00 /cyd |
| MDOT 12hr/300 flex 7.0 Sack | \$ 166.00 /cyd |

### MINIMUM LOAD CHARGES

|                      |           |                      |           |
|----------------------|-----------|----------------------|-----------|
| 1 - 2.75 Cubic Yards | \$ 110.00 | 5 - 5.75 Cubic Yards | \$ 110.00 |
| 3 - 3.75 Cubic Yards | \$ 110.00 | 6 - 6.75 Cubic Yards | \$ 110.00 |
| 4 - 4.75 Cubic Yards | \$ 110.00 |                      |           |

*For deliveries during the period of Frost Law Enforcement, Minimum load cartage charges will apply.*

### ADDITIONAL SERVICE CHARGES

|  |  |
|--|--|
| Monday through Friday — loads before 7:00 AM & After 5:00 PM   | ADD \$ 7.25 per cubic yard, plus \$2,000.00 Plant opening charge               |
| Saturday — loads between 7:00 AM — 12 Noon   | ADD \$ 7.25 per cubic yard, plus \$2,000.00 Plant opening charge if necessary* |
| Saturday — loads Before 7:00 AM & after 12 Noon  | ADD \$ 7.25 per cubic yard, plus \$2,500.00 plant opening charge               |
| * <i>Opening plants for Saturday deliveries is volume dependent with a minimum plant target production level. In the event the minimum target yardage is not obtained the plant opening charge will apply.</i> |  |
| Sunday or Holiday Delivery — all loads   | ADD \$ 18.00 per cubic yard, plus \$3,500.00 plant opening charge              |

|   |                                       |
|---|---------------------------------------|
| Unloading time allowance is 6 minutes per cubic yard                                    |                                       |
| Unloading time in excess of 6 minutes per cubic yard:                                   | \$ 120.00 / hour (\$ 2.00 per minute) |
| Split Load (Per extra stop)   | \$ 125.00                             |
| Extra Load Charge (Applies if customer required 2 loads for orders of 9 yards or under) | Min-Load charges apply                |
| Pump Prime Grout  | \$ 275.00                             |
| Washout charge — color purchased from Superior Materials                                | \$ 125.00 / truck                     |
| Washout charge — color not purchased from Superior Materials                            | \$ 200.00 / truck                     |
| Fuel Surcharge  | Variable rate — Contact Salesman      |
| Environmental Fee   | \$ 30.00 / load                       |

### SEALERS, CURING COMPOUNDS, SURFACE TREATMENTS \*\*

*\*\*Properly curing and sealing exterior flatwork is essential for long lasting / durable concrete. Superior Materials will accept no liability for any concrete that has not been properly cured at time of placement. \*\**

*Please contact us for all other Concrete Product Needs*



**CLEAR PLASTIC VISQUEEN**

|                    |                |
|--------------------|----------------|
| 10' x 100' (6 Mil) | \$ 76.00 Each  |
| 20' x 100' (6 Mil) | \$ 121.00 Each |

**REINFORCEMENT PRODUCTS**

|                             |                     |
|-----------------------------|---------------------|
| 3/8" x 20' (#3) Rebar       | \$ 11.60 Each       |
| 1/2" x 10' (#4) Rebar       | \$ 9.60 Each        |
| 1/2" x 20' (#4) Rebar       | \$ 18.00 Each       |
| 5/8" x 20' (#5) Rebar       | \$ 28.00 Each       |
| Commercial Poly Fiber 1.5#  | \$ 9.50 /yd         |
| Residential Poly Fiber 1.0# | \$ 9.50 /yd         |
| Steel Fibers                | Quoted upon request |

**ADMIXTURES**

|                                |                     |
|--------------------------------|---------------------|
| 1% Calcium Chloride            | \$ 2.75 /yd         |
| 2% Calcium Chloride            | \$ 5.50 /yd         |
| 1% Non-Calcium Chloride Accel. | \$ 7.75 /yd         |
| Mid-Range Water Reducer        | \$ 4.75 /yd         |
| Superplasticizer               | Quoted Upon Request |
| Retarder                       | \$ 5.75 /yd         |

**EXPANSION JOINT**

|                      |              |                      |              |
|----------------------|--------------|----------------------|--------------|
| 3" x 1/2" x 5' Fiber | \$ 1.90 Each | 6" x 1/2" x 5' Fiber | \$ 3.75 Each |
| 4" x 1/2" x 5' Fiber | \$ 2.60 Each |                      |              |

**ICE\*/NITROcrete\*\***

|                       |         |                                |              |
|-----------------------|---------|--------------------------------|--------------|
| ICE Charge per pound* | \$ 0.65 | NITROcrete 5 degree Cooling**  | \$ 27.50/cyd |
|                       |         | NITROcrete 10 degree Cooling** | \$ 44.50/cyd |

*\*Additional charges may apply. \*\*NITROcrete available only at specific plant locations.  
Contact your salesman for further information*

**WINTER SERVICE CHARGES**

November 1<sup>st</sup> through April 15<sup>th</sup>

|  |                   |              |
|--|-------------------|--------------|
| Under 7 yards ADD \$ 10.00 per yard plus minimum load charge | Heated Sand:      | \$ 6.75 /cyd |
| 7 yards or more ADD \$ 10.00 per yard                        | Type III Cement : | \$ 9.00 /cyd |

**DECORATIVE CONCRETE MATERIALS**

*We carry the full line of decorative concrete products. Call for details!*

**SALES TAX:** All sales subject to Michigan Sales Tax unless exemption certificate provided.

**TERMS\*:** Net 30 days.

A finance charge of 1.5% per month (18% per annum) will be charged on past due accounts.

*\*Terms are subject to credit approval*

**THE ABOVE PRICES SHALL APPLY TO ALL JOBS UNLESS SPECIFICALLY QUOTED OTHERWISE.  
SUPERIOR MATERIALS SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE DUE TO STRIKES, RAW MATERIAL SHORTAGES, FIRE,  
LOCKOUTS, ACCIDENTS OR ANY OTHER CAUSES BEYOND OUT CONTROL.  
ALL PRICES SUBJECT TO CHANGE WITHOUT NOTICE.**

Bid Proposal  
Transit Mixed Concrete  
Page 2 of 6

**CURRENCY:** All figures are to be in U. S. Funds.

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

**AWARD:** It is the intent of the City to qualify one Primary and one Secondary Supplier of Transit Mixed Concrete. In the event the Primary Supplier is unable to deliver material as specified, the Secondary Supplier will be contacted. Award will be made on a low total bid basis using estimated quantities FOR PROPOSAL A ONLY. A primary and secondary Source will be awarded for Proposal A and Proposal B.

The City of Troy reserves the right to award this bid to the lowest total responsible bidder(s) meeting specifications; to reject low bids that have major deviations from specifications, to accept a higher bid that has only minor deviations.

**CONTRACT FORMS:**

Bidders should complete and sign the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment, the Certification regarding "Iran Linked Business" and the Familial Disclosure Forms and return with your bid proposal.

**DELIVERY:** The contractor will be notified as to the quantity needed before noon on the day prior to the desired delivery date. Delivery will be expected at the time requested as long as the minimum notification is given. The successful bidder(s) will provide continuous delivery until the order is complete.

**RECIPROCITY:** The City of Troy intends to use reciprocity between the Primary and Secondary Suppliers utilizing one or the other, in the event of a plant closing or inability to meet delivery times. **The suppliers will abide by bid pricing on all items of the contract.**

**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.

**IMPORTANT:** All City of Troy purchases require a SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant SDS at the time of bid submission.

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

**REFERENCES:** The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company.

COMPANY NAME: Superior Materials LLC



COMPANY: Wayne County  
ADDRESS: 29900 Goddard Rd. Detroit MI 48242  
CONTACT: Wafa Najim  
PHONE: 313-212-9714 EMAIL: wnajim@waynecounty.com

COMPANY: Macomb County Road Commission  
ADDRESS: \_\_\_\_\_  
CONTACT: Sara Lozan  
PHONE: 586-791-3081 EMAIL: \_\_\_\_\_

COMPANY: City of Troy  
ADDRESS: DPW  
CONTACT: Nick Herzek  
PHONE: 586-709-0880 EMAIL: \_\_\_\_\_

**INSURANCE REQUIREMENTS:**

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.

COMPANY NAME: Superior Materials LLC

**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.

**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

COMPANY NAME: Superior Materials LLC

**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.

**LOCAL PREFERENCE:**

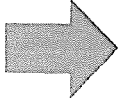
The City of Troy reserves the right to award a contract to a local business, one which pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible nonlocal bidder, then the local vendor is given one chance to match the low bid.

COMPANY NAME: Superior Materials 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. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City.



SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Eric Pachota

**NOTE:**

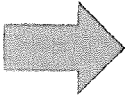
The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addendum as issued.

COMPANY Superior Materials LLC

ADDRESS 30701 W 10 Mile Rd CITY Farmington Hills STATE MI ZIP 48336

TELEPHONE NO. (313) 319-9004 FAX NO. (248) 592-9130

REPRESENTATIVE'S NAME Eric Pachota



SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE Eric Pachota

TERMS Net 30 WARRANTY ----

E-MAIL eric.pachota@vcimentos.com DELIVERY TIME: 7-5

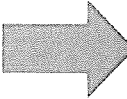
**EXCEPTIONS:**

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, Eric Pachota, 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](http://www.bidnetdirect.com/city-of-troy-mi) and is an official copy of the Authorized Version.



SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE Eric Pachota



## 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 Eric Pachota, bearing the office title of Territory Manager, whose signature is affixed to this proposal, is duly authorized to execute contracts.

\_\_\_\_\_

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

|               |               |
|---------------|---------------|
| _____         | _____         |
| _____         | _____         |
| _____ X _____ | _____ X _____ |
| _____         | _____         |
| _____         | _____         |
| _____         | _____         |
| _____         | _____         |

\_\_\_\_\_

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

|               |               |
|---------------|---------------|
| _____ X _____ | _____ X _____ |
|---------------|---------------|



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Eric Pachota, being duly sworn deposed, says that he/she is  
(Print Full Name) Territory Manager. The party making the foregoing proposal or bid,  
(State Official Capacity in Firm)

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

[Signature]  
SIGNATURE OF PERSON SUBMITTING BID

Theresa M. Russell  
NOTARY'S SIGNATURE

THERESA M. RUSSELL  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Feb 10, 2026  
ACTING IN COUNTY OF Oakland

Subscribed and sworn to before me this 6 day of February, 2024 in and for  
Oakland County.

My commission expires: 2/10/2026



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

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

1. Are not presently debarred, suspended, proposed for debarment, 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.**

Superior Materials LLC

\_\_\_\_\_  
Name of Agency/Company/Firm (Please Print)

Eric Pachota

Territory Sales Manager

\_\_\_\_\_  
Name and title of authorized representative (Please Print)

  
\_\_\_\_\_  
Signature of authorized representative

2.2.24  
\_\_\_\_\_  
Date

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



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

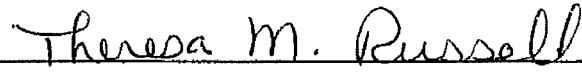
Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

| <b>Vendor</b>               |                        |
|-----------------------------|------------------------|
| Legal Name                  | Superior Materials LLC |
| Street Address              | 30701 W 10 Mile Rd     |
| City                        | Farmington Hills       |
| State, Zip                  | Michigan, 48336        |
| Corporate I.D. Number/State | ME 016434              |
| Taxpayer I.D. #             | 59-3838910             |

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: Eric Pachota

Witness Signature: 

Printed Name of Witness: Theresa M. Russell





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

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

**List any Familial Relationships:**

**BIDDER:** Superior Materials

By: [Signature]

Its: Territory Manager

STATE OF MICHIGAN \_\_\_\_\_

COUNTY OF OAKLAND

This instrument was acknowledged before me on the 6 day of FEBRUARY, 2024, by

Theresa M. Russell

THERESA M. RUSSELL  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Feb 10, 2026  
ACTING IN COUNTY OF OAKLAND



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

# CITY COUNCIL AGENDA ITEM

Date: February 23, 2024

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager  
Megan E Schubert, Assistant City Manager  
Dee Ann Irby, Controller  
Kurt Bovensiep, Public Works Director  
Mike Verstraete, Streets Operations Manager  
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidders meeting Specifications – Transit Mixed Concrete

## History

- Transit mix concrete is concrete mixed at a plant and brought to a job site by a concrete truck. The Department of Public Works uses transit mixed concrete throughout the year for repairs to the City's infrastructure, which includes sidewalks, curbs, and roads.
- The City of Troy uses the most current mix design to ensure Alkali Silica Reactivity (ASR) is avoided in all new concrete placed.
- Transit mixed concrete is purchased on an as needed basis throughout the year.
- The current contract expires April 30, 2024.

## Purchasing

On February 15, 2024, a bid opening was conducted as required by City Charter and Code for Transit Mixed Concrete. The bid was posted on the MITN Purchasing Group website; [www.bidnetdirect.com/mitn/city-of-troy-mi](http://www.bidnetdirect.com/mitn/city-of-troy-mi). Two Hundred and Sixteen (216) vendors were notified of the bid opportunity via the MITN website. Two (2) bid proposals were received. Below is a detailed summary of potential vendors for both bid opportunities.

|   |     |  |
|---|-----|--|
| <b>Companies notified via MITN</b>                | 216 | <p><i>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.</i></p> <p><b>Active MITN</b> 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.</p> <p><b>Active MITN non-paying members</b> are responsible to monitor and check the MITN website for opportunities to do business with the City.</p> <p><b>Inactive MITN member</b> 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.</p> |
| Troy Companies notified via MITN                  | 5   |  |
| Troy Companies notified Active email Notification | 5   |  |
| Troy Companies Active Free                        | 0   |  |
| <b>Companies that viewed the bid</b>              | 9   |  |
| Troy Companies that viewed the bid                | 0   |  |

- The award will include a primary and secondary supplier. In the event the primary supplier is unable to provide materials as specified, the secondary supplier will be contacted.
- The award is contingent upon contractors' submission of properly executed bid documents, insurance certificates, and all other specified documents.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### Financial

Funds are budgeted and available in the General Fund under the Public Works Department operating budgets for the Streets, Water, and Parks Divisions.

### Recommendation

City Management recommends awarding a one (1) year contract to provide Transit Mixed Concrete with an option to renew for one (1) additional year to the low bidder *Daytona Redi-Mix of Shelby Township, MI* as the primary supplier and *Superior Materials LLC of Farmington Hills, MI* as the secondary supplier as per the unit prices listed in the attached bid tabulation opened February 15, 2024; to be ordered on as needed basis; contracts expiring April 30, 2026

Opening Date: 02/15/2024  
 Date Reviewed - 02/15/2024

CITY OF TROY  
 BID TABULATION  
 TRANSIT MIXED CONCRETE

ITB-COT 24-02  
 Pg. 1 of 1

|              |                  |                        |
|--------------|------------------|------------------------|
| VENDOR NAME: | Daytona Redi-Mix | Superior Materials LLC |
| CITY:        | Shelby Twp., MI  | Farmington Hills, MI   |

**PROPOSAL: One (1) Year Requirements of Transit Mixed Concrete with an Option to Renew for One (1) Additional Year**

| ITEM                                  | EST QTY |       | DESCRIPTION                                   | UNIT PRICE          | UNIT  | TOTAL PRICE | UNIT PRICE          | UNIT  | TOTAL PRICE |
|---------------------------------------|---------|-------|---|---------------------|-------|-------------|---------------------|-------|-------------|
| <b>PROPOSAL A - WEEKDAY DELIVERY</b>  |         |       |   |                     |       |             |                     |       |             |
| 1                                     | 600     | Yds   | 6 Sack Mix                                    | \$143.00            | Cu Yd | \$85,800.00 | \$153.00            | Cu Yd | \$91,800.00 |
| 2                                     | 200     | Yds   | 7 Sack Mix                                    | \$149.00            | Cu Yd | \$29,800.00 | \$159.00            | Cu Yd | \$31,800.00 |
| 3                                     | 50      | Yds   | 12 Hour 300 PSI Mix- Flexural Strength/7 Sack | \$156.00            | Cu Yd | \$7,800.00  | \$166.00            | Cu Yd | \$8,300.00  |
| <b>SPLIT LOAD CHARGES</b>             |         |       |   |                     |       |             |                     |       |             |
| 4a                                    | 20      | Times | 2 Locations                                   | \$0.00              | Ea    | \$0.00      | \$0.00              | Ea    | \$0.00      |
| 4b                                    | 5       | Times | 3 Locations                                   | \$0.00              | Ea    | \$0.00      | \$0.00              | Ea    | \$0.00      |
| 5                                     | 20      | Times | Below Minimum Load Charge                     | \$90.00             | Ea    | \$1,800.00  | \$110.00            | Ea    | \$2,200.00  |
| 6                                     | 20      |       | Cold Weather Protection                       | \$8.00              | Cu Yd | \$160.00    | \$10.00             | Cu Yd | \$200.00    |
| <b>ESTIMATED TOTAL PROPOSAL A:</b>    |         |       |   | <b>\$125,360.00</b> |       |             | <b>\$134,300.00</b> |       |             |
| <b>PROPOSAL B - SATURDAY DELIVERY</b> |         |       |   |                     |       |             |                     |       |             |
| 1                                     | 25      | Yds   | 6 Sack Mix                                    | \$150.00            | Cu Yd | \$3,750.00  | \$160.00            | Cu Yd | \$4,000.00  |
| 2                                     | 25      | Yds   | 7 Sack Mix                                    | \$156.00            | Cu Yd | \$3,900.00  | \$166.00            | Cu Yd | \$4,150.00  |
| 3                                     | 25      | Yds   | 12 Hour 300 PSI Mix- Flexural Strength/7 Sack | \$163.00            | Cu Yd | \$4,075.00  | \$173.00            | Cu Yd | \$4,325.00  |
| <b>SPLIT LOAD CHARGES</b>             |         |       |   |                     |       |             |                     |       |             |
| 4a                                    | 5       | Times | 2 Locations                                   | \$0.00              | Ea    | \$0.00      | \$0.00              | Ea    | \$0.00      |
| 4b                                    | 5       | Times | 3 Locations                                   | \$0.00              | Ea    | \$0.00      | \$0.00              | Ea    | \$0.00      |
| 5                                     | 5       | Times | Below Minimum Load Charge                     | \$90.00             | Ea    | \$450.00    | \$110.00            | Ea    | \$550.00    |
| 6                                     | 5       |       | Cold Weather Protection                       | \$8.00              | Cu Yd | \$40.00     | \$10.00             | Cu Yd | \$50.00     |
| <b>ESTIMATED TOTAL PROPOSAL B:</b>    |         |       |   | <b>\$12,215.00</b>  |       |             | <b>\$13,075.00</b>  |       |             |
| <b>ESTIMATED GRAND TOTAL:</b>         |         |       |   | <b>\$137,575.00</b> |       |             | <b>\$147,375.00</b> |       |             |

|                                |        |   |                             |
|--------------------------------|--------|---|-----------------------------|
| Unloading Time Per Cubic Yard: |        | 6 Minutes   | 6 Minutes                   |
| Minimum Load:                  |        | 2 Yards   | 2 Yards                     |
| Hours of Operation:            |        | 6AM-5PM M-F; 6AM-12PM Sat                                 | 7AM-5PM                     |
| 24 Hour Emergency Phone No:    |        | (586) 522-0382 Ed Rodriguez;<br>(586) 307-2590 Dan Peters | Dave Moralee (248) 640-4939 |
| References:                    | Y or N | Y   | Y                           |
| Insurance Met:                 | Y or N | Y   | Y                           |
| Warranty:                      |        | 1 Year  | Not Specified               |
| Payment Terms:                 |        | Net 30  | Net 30                      |
| Delivery Time:                 |        | 6AM-5PM M-F; 6AM-12PM Sat                                 | 7-5                         |
| Exceptions:                    |        | None  | None                        |
| Acknowledgement:               | Y or N | Y   | Y                           |
| Forms:                         | Y or N | Y   | Y                           |

**ATTEST:**

(\*Bid Opening conducted via a Zoom Meeting)

Mike Verstraete  
 Andrew Chambliss  
 Nellie Bert  
 Heather Chomiak

Emily Frontera  
 Purchasing Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/23/2024

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).

|   |  |                                      |                        |
|---|--|--------------------------------------|------------------------|
| <b>PRODUCER</b><br>Guy Hurley, LLC<br>989 E. South Boulevard<br>Suite 200<br>Rochester Hills MI 48307 | <b>CONTACT NAME:</b> Christine Phillips<br><b>PHONE (A/C, No, Ext):</b> (248) 519-1400<br><b>E-MAIL ADDRESS:</b> cphillips@ghbh.com  | <b>FAX (A/C, No):</b> (248) 519-1401 |                        |
|   | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Employers Mutual Casualty Company<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |                                      | <b>NAIC #</b><br>21415 |
| <b>INSURED</b><br>Daytona Redi-Mix, LLC<br>7520 23 Mile Rd<br>Shelby Twp MI 48316                     |  |                                      |                        |

### COVERAGES

**CERTIFICATE NUMBER:** 23-24 Master Daytona

**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<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         |          | 6D59649       | 09/30/2023              | 09/30/2024              | EACH OCCURRENCE                           | \$ 1,000,000 |
|          |   |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,000   |
|          |   |           |          |               |                         |                         | MED EXP (Any one person)                  | \$ 5,000     |
|          |   |           |          |               |                         |                         | 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<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY     | Y         |          | 6B59649       | 09/30/2023              | 09/30/2024              | COMBINED SINGLE LIMIT (Ea accident)       | \$ 1,000,000 |
|          |   |           |          |               |                         |                         | BODILY INJURY (Per person)                | \$           |
|          |   |           |          |               |                         |                         | BODILY INJURY (Per accident)              | \$           |
|          |   |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident)            | \$           |
|          |   |           |          |               |                         |                         |   | \$           |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |           |          | 6J59649       | 09/30/2023              | 09/30/2024              | EACH OCCURRENCE                           | \$ 5,000,00  |
|          |   |           |          |               |                         |                         | AGGREGATE                                 | \$ 5,000,000 |
|          |   |           |          |               |                         |                         |   | \$           |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      |               |                         |                         | PER STATUTE                               |              |
|          |   |           |          |               |                         |                         | OTH-ER                                    |              |
|          |   |           |          |               |                         |                         | E.L. EACH ACCIDENT                        | \$           |
|          |   |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                | \$           |
|          |   |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT               | \$           |

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 and Auto Liability, on a primary and noncontributory basis, when required by written contract. 30 Day Notice of Cancellation (Except Non-Payment of Premium) applies in favor of City of Troy for General Liability when required by written contract.

### CERTIFICATE HOLDER

### CANCELLATION

|   |  |
|---|--|
| City of Troy<br>500 W. Big Beaver Rd<br><br>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.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|

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# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
03/05/2024

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<br>Aon Risk Services, Inc. of Florida<br>4651 Salisbury Rd<br>Suite 210<br>Jacksonville FL 32256 USA | CONTACT NAME:<br>PHONE (A.C. No. Ext): (904) 724-2001 | FAX (A.C. No.): (904) 223-0797 |
|   | E-MAIL ADDRESS:                                       |                                |
| INSURER(S) AFFORDING COVERAGE   |   | NAIC #                         |
| INSURED<br>Superior Materials Holdings, LLC<br>30701 W. 10 Mile<br>Suite 500<br>Farmington Hills MI 48333 USA | INSURER A: Liberty Mutual Fire Ins Co                 | 23035                          |
|   | INSURER B: LM Insurance Corporation                   | 33600                          |
|   | INSURER C:  |                                |
|   | INSURER D:  |                                |
|   | INSURER E:  |                                |
|   | INSURER F:  |                                |

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570104195527 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,

Limits shown are as requested

| 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<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br>OTHER: | Y         |          | TB2651291674053    | 12/01/2023              | 12/01/2024              | EACH OCCURRENCE  | \$2,000,000 |
|          |   |           |          |                    |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)                                      | \$2,000,000 |
|          |   |           |          |                    |                         |                         | MED EXP (Any one person)   | \$10,000    |
|          |   |           |          |                    |                         |                         | PERSONAL & ADV INJURY  | \$2,000,000 |
|          |   |           |          |                    |                         |                         | GENERAL AGGREGATE  | \$4,000,000 |
|          |   |           |          |                    |                         |                         | PRODUCTS - COMP/OP AGG   | \$4,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                               | Y         |          | AS2-651-291674-033 | 12/01/2023              | 12/01/2024              | COMBINED SINGLE LIMIT (Ea accident)  | \$5,000,000 |
|          |   |           |          |                    |                         |                         | BODILY INJURY (Per person)   |             |
|          |   |           |          |                    |                         |                         | BODILY INJURY (Per accident)   |             |
|          |   |           |          |                    |                         |                         | PROPERTY DAMAGE (Per accident)   |             |
|          | <input type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION   |           |          |                    |                         |                         | EACH OCCURRENCE  |             |
|          |   |           |          |                    |                         |                         | AGGREGATE  |             |
| B        | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br><input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>N  | N/A      | WA565D291674013    | 12/01/2023              | 12/01/2024              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |             |
|          |   |           |          |                    |                         |                         | E.L. EACH ACCIDENT   | \$1,000,000 |
|          |   |           |          |                    |                         |                         | E.L. DISEASE-EA EMPLOYEE   | \$1,000,000 |
|          |   |           |          |                    |                         |                         | E.L. DISEASE-POLICY LIMIT  | \$1,000,000 |

570104195527 Certificate No :

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

Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. Should General Liability and Automobile Liability policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

## CERTIFICATE HOLDER

## CANCELLATION

City of Troy  
500 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

*Aon Risk Services Inc. of Florida*

**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

**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;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**Schedule**

**Name Of Additional Insured Person(s)  
Or Organization(s):**

Any person or organization for whom you have agreed in a written contract or agreement, prior to an "occurrence", that such person or organization be added as an additional insured to your policy

**Location And Description Of Completed Operations**

All locations as required by a written contract or agreement entered into prior to an "occurrence".

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

**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  
LIQUOR 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 TB2-651-291674-053  
Issued by Liberty Mutual Fire Insurance Co.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule of this endorsement. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

**Schedule**

| <b>Name of Other Person(s) / Organization(s):</b> | <b>Email Address or mailing address:</b> | <b>Number Days Notice:</b> |
|---|--|----------------------------|
| Per Schedule on file with Company                 | Per Schedule on file with Company        | 60                         |

Policy Number: AS2-651-291674-033  
 Issued By: Liberty Mutual Fire Insurance Co.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART

| Schedule                                     |  |                           |
|--|--|---------------------------|
| Name of Other Person(s)/<br>Organization(s): | Email Address or mailing<br>address:     | Number<br>Days<br>Notice: |
| Per Schedule on file with the<br>company     | Per Schedule on file with the<br>company | 60                        |
|  |  |                           |
|  |  |                           |
|  |  |                           |
|  |  |                           |
|  |  |                           |

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.