

CITY COUNCIL MINUTES

April 8, 2024

Standard Purchasing Resolution 2: Award to Low Bidders Meeting Specifications – Department of Public Works Employee Parking Lot Maintenance and Fence Replacement

Resolution #2024-04-052-J-4a

RESOLVED, That in the best interest of the City, Troy City Council hereby **AWARDS** contracts for the Parking Lot Maintenance and Fence Replacement to the lowest responsive bidders meeting specifications; *Peake Asphalt, Inc. of Shelby Twp., MI* for Proposal A, for an estimated cost of \$118,385.00, plus a 20% contingency, and *Kimberly Fence and Supply of Warren, MI* for Proposal B and Alternate Proposal B, for an estimated cost of \$35,557.80, plus a 20% contingency, for an estimated total project cost of \$185,000; at unit prices contained in the bid tabulation opened on March 14, 2024, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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

PURCHASE ORDER

No. 2024-00001252
DATE: 05/02/2024
PAGE: 1 of 1
FOB DESTINATION

Ship To

CITY OF TROY
Parks - Municipal Grounds
4693 ROCHESTER ROAD
TROY, MI 48085

Bill To

CITY OF TROY
Parks - Municipal Grounds
4693 ROCHESTER ROAD
TROY, MI 48085

EXPIRATION DATE
06/30/2024
COUNCIL RESOLUTION
2024-04-052-j-4a

VENDOR NO. 171438

Vendor

PEAKE ASPHALT INC
48181 RYAN RD
UTICA, MI 48317

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Each	Land Improvements - D.P.W Employee Parking Lot Maintenance	118,385.0000	\$118,385.00

Entered By: Nellie Bert

\$118,385.00

Special Instructions:

CITY COUNCIL AWARD DATE: 4-8-2024. Contract for Parking lot Maintenance. In accordance with the specifications and completion date of ITB-COT 24-05. CERTIFICATE OF INSURANCE and ENDORSEMENTS and BONDS shall be on file through contract completion.

TERMS & CONDITIONS

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

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

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

Nellie Bert

PURCHASE ORDER

No. 2024-00001281
DATE: 05/13/2024
PAGE: 1 of 1
FOB DESTINATION

Ship To

CITY OF TROY
Parks - Municipal Grounds
4695 ROCHESTER ROAD
TROY, MI 48085

Bill To

CITY OF TROY
Parks - Municipal Grounds
4693 ROCHESTER ROAD
TROY, MI 48085

EXPIRATION DATE
06/30/2024
COUNCIL RESOLUTION
2024-04-052-j-4a

VENDOR NO. 160701

Vendor

KIMBERLY FENCE AND SUPPLY
6470 E 9 MILE RD
WARREN, MI 48091

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Each	Land Improvements - D.P.W Employee Parking Lot Fence Replacement	35,557.8000	\$35,557.80

Entered By: Nellie Bert

\$35,557.80

Special Instructions:

CITY COUNCIL AWARD DATE: 4/08/2024. Contract for Fence replacement in accordance with the specifications and completion date of ITB-COT 24-05. CERTIFICATE OF INSURANCE and ENDORSEMENTS and BONDS shall be on file through contract completion.

TERMS & CONDITIONS

- Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
- 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.
- 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.
- 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 A. Bert

CITY OF TROY
BID TABULATION
PARKING LOT MAINTENANCE & FENCING

VENDOR NAME:	True North Asphalt LLC	Peake Asphalt, Inc.	Hutch Paving, Inc.	T & M Asphalt Paving, Inc.
CITY:	Madison Heights, MI	Shelby Twp., MI	Warren, MI	Milford, MI
CHECK AMOUNT:	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
CHECK #:	2017497434	1867810089	988725	001780919

PROPOSAL: THE CITY OF TROY PARKING LOT MAINTENANCE & FENCING

ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
PROPOSAL A – TROY D.P.W EMPLOYEE PARKING LOT- 4693 ROCHESTER ROAD											
1	Cold Milling Pavement, 1.5 inch	51,250	SF	\$0.35	\$17,937.50	\$0.50	\$25,625.00	0.32	\$16,400.00	\$0.80	\$41,000.00
2	Full Depth Asphalt Removal	500	SF	\$3.00	\$1,500.00	\$2.50	\$1,250.00	5	\$2,500.00	\$2.10	\$1,050.00
3	Subgrade Undercutting- Remove and replace with 1X3	25	CY	\$125.00	\$3,125.00	\$50.00	\$1,250.00	75	\$1,875.00	\$80.00	\$2,000.00
4	Aggregate Base, 21AA, Limestone, 6"	50	CY	\$90.00	\$4,500.00	\$75.00	\$3,750.00	35	\$1,750.00	\$70.00	\$3,500.00
5	HMA, 5e1, 2 inch	125	Ton	\$136.00	\$17,000.00	\$140.00	\$17,500.00	175	\$21,875.00	\$146.45	\$18,306.25
6	HMA 5e1, 1.5 inch	380	Ton	\$136.00	\$51,680.00	\$140.00	\$53,200.00	180	\$68,400.00	\$142.41	\$54,115.80
7	Concrete curb replacement	100	LF	\$45.00	\$4,500.00	\$60.00	\$6,000.00	75	\$7,500.00	\$54.00	\$5,400.00
8	HMA, Hand Patching	10	Ton	\$350.00	\$3,500.00	\$250.00	\$2,500.00	150	\$1,500.00	\$250.00	\$2,500.00
9	Joint and Crack Cleanout	150	LF	\$1.00	\$150.00	\$10.00	\$1,500.00	9	\$1,350.00	\$8.00	\$1,200.00
10	Rebuild/Reset Catch Basin Structure w/ 8' x 8' x8" concrete collar	3	Each	\$1,600.00	\$4,800.00	\$1,500.00	\$4,500.00	850	\$2,550.00	\$3,000.00	\$9,000.00
11	Pavt. Mrkg., Waterborne, 4 inch, Yellow	2600	LF	\$3.10	\$8,060.00	\$0.45	\$1,170.00	0.25	\$650.00	\$0.25	\$650.00
12	Pavt. Mrkg., Waterborne, 4 inch, Blue	200	LF	\$3.50	\$700.00	\$0.45	\$90.00	0.25	\$50.00	\$0.30	\$60.00
13	Pavt. Mrkg., Waterborne, Blue Acc. Symbol	1	Each	\$50.00	\$50.00	\$50.00	\$50.00	250	\$250.00	\$40.00	\$40.00
14	Turf Restoration	Included		No Cost		No Cost		No Cost		No Cost	
15	Traffic Maintenance Control	Included		No Cost		No Cost		No Cost		No Cost	
Proposal A Total:				\$117,502.50		\$118,385.00		\$126,650.00		\$138,822.05	

PROPOSAL B TROY D.P.W FENCE EMPLOYEE PARKING LOT- 4693 ROCHESTER ROAD

1	6' Chainlink Fence	530	LF	No Bid	Incomplete	41	\$21,730.00	\$50.00	\$26,500.00
2	6' Tall x 5' Wide Gate	1				840	\$840.00	\$1,500.00	\$1,500.00
3	6' Tall Double Gates 19' 6" Rough Opening	2				3200	\$6,400.00	\$2,500.00	\$5,000.00
4	6' Tall Double Gate 16' Rough Opening	1				2450	\$2,450.00	\$2,000.00	\$2,000.00
5	Fence Removal	530	LF			6.3	\$3,339.00	\$13.00	\$6,890.00
Proposal B Total:						\$34,759.00		\$41,890.00	

Alternate Proposal B:											
DISCOUNT OFFERED IF AWARDED BOTH PROJECTS:	Y OR N	N		N		N		N		N	
If Discount is offered, DEDUCT:		N/A		N/A		N/A		N/A		N/A	
SITE INSPECTION:	Y OR N	Y		Y		N		Y		Y	
CONTACT INFORMATION: Hrs. of Operation:		8am-4pm		Not Specified		7am-6pm		7am-6pm		7am-6pm	
24 Hr. Phone Number:		(517) 819-9396		(586) 306-4523		(248) 514-6923		(248) 724-6126		(248) 724-6126	
PROPOSED PAYMENT SCHEDULE:		DUR		Not Specified		TBD upon being awarded contract		Invoices at Completion; Net 30		Invoices at Completion; Net 30	
REFERENCES:	Y OR N	Y		Y		Y		Y		Y	
ABILITY TO MEET COMPLETION DATE:	Y OR N	Y		Y		Y		Y		Y	
INSURANCE:	Y OR N	Y		Y		Y		Y		Y	
WARRANTY:		1 Year		2 Years		Per Contract		Not Specified		Not Specified	
COMPLETION:		Jun-24		Not Specified		Per Contract		Not Specified		Not Specified	
EXCEPTIONS:		None		None		None		None		None	
ACKNOWLEDGEMENTS:	Y OR N	Y		Y		Y		Y		Y	
VENDOR QUESTIONNAIRE INCLUDED:	Y OR N	Y		Y		Y		Y		Y	
FORMS:	Y OR N	Y		Y		Y		Y		Y	

Attest:
(*Bid Opening conducted via a Zoom Meeting)
Mike Verstraete
Nick Herzek
Andrew Chambliss
Nellie Bert
Martinique Gates

Emily Frontera
Purchasing Manager

CITY OF TROY
BID TABULATION
PARKING LOT MAINTENANCE & FENCING

VENDOR NAME:	Asphalt Specialists LLC	Kimberly Fence and Supply	Nationwide Construction Group
CITY:	Pontiac, MI	Warren, MI	Richmond, MI
CHECK AMOUNT:	\$5,000.00	\$5,000.00	\$5,000.00
CHECK #:	2017533458	518757845-4	500321073

PROPOSAL: THE CITY OF TROY PARKING LOT MAINTENANCE & FENCING

ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
PROPOSAL A – TROY D.P.W EMPLOYEE PARKING LOT- 4693 ROCHESTER ROAD									
1	Cold Milling Pavement, 1.5 inch	51,250	SF	\$0.50	\$25,625.00	No Bid	No Bid	NoBid	
2	Full Depth Asphalt Removal	500	SF	\$14.50	\$7,250.00				
3	Subgrade Undercutting- Remove and replace with 1X3	25	CY	\$55.00	\$1,375.00				
4	Aggregate Base, 21AA, Limestone, 6"	50	CY	\$55.00	\$2,750.00				
5	HMA, 5e1, 2 inch	125	Ton	\$165.00	\$20,625.00				
6	HMA 5e1, 1.5 inch	380	Ton	\$165.00	\$62,700.00				
7	Concrete curb replacement	100	LF	\$100.00	\$10,000.00				
8	HMA, Hand Patching	10	Ton	\$300.00	\$3,000.00				
9	Joint and Crack Cleanout	150	LF	\$15.00	\$2,250.00				
10	concrete collar	3	Each	\$3,000.00	\$9,000.00				
11	Pavt. Mrkg., Waterborne, 4 inch, Yellow	2600	LF	\$0.50	\$1,300.00				
12	Pavt. Mrkg., Waterborne, 4 inch, Blue	200	LF	\$0.50	\$100.00				
13	Pavt. Mrkg., Waterborne, Blue Acc. Symbol	1	Each	\$38.00	\$38.00				
14	Turf Restoration	Included		No Cost					
15	Traffic Maintenance Control	Included		No Cost					
Proposal A Total:				\$146,013.00					

PROPOSAL B TROY D.P.W FENCE EMPLOYEE PARKING LOT- 4693 ROCHESTER ROAD

1	6' Chainlink Fence	530	LF	48	\$25,440.00	\$38.26	\$20,277.80	\$40.00	\$21,200.00
2	6' Tall x 5' Wide Gate	1		950	\$950.00	\$800.00	\$800.00	\$700.00	\$700.00
3	6' Tall Double Gates 19' 6" Rough Opening	2		3150	\$6,300.00	\$3,000.00	\$6,000.00	\$2,000.00	\$4,000.00
4	6' Tall Double Gate 16' Rough Opening	1		2500	\$2,500.00	\$2,300.00	\$2,300.00	\$1,600.00	\$1,600.00
5	Fence Removal	530	LF	12.5	\$6,625.00	\$6.00	\$3,180.00	\$14.00	\$7,420.00
Proposal B Total:				\$41,815.00		\$32,557.80		\$34,920.00	
Proposal Grand Total A & B:				\$187,828.00		\$32,557.80		\$34,920.00	
Alternate Proposal B:						+\$3,000		+\$4,000	

DISCOUNT OFFERED IF AWARDED BOTH PROJECTS:	Y OR N	N	N	N
If Discount is offered, DEDUCT:		N/A	N/A	N/A
SITE INSPECTION:	Y OR N	Y	Y	Y
CONTACT INFORMATION: Hrs. of Operation:		7:30-4:30	8am-4pm	8am-5:30pm
24 Hr. Phone Number:		(248) 334-4570	(586) 920-2014	(586) 484-6027
PROPOSED PAYMENT SCHEDULE:		Monthly	Net 15 upon completion	30 Days
REFERENCES:	Y OR N	Y	Y	Y
ABILITY TO MEET COMPLETION DATE:	Y OR N	Y	Y	Yes - as long as not delayed by the Paving Operation
INSURANCE:	Y OR N	Y	Y	Y
WARRANTY:		N/A	1 yr labor; 12 yrs material	One Year
COMPLETION:		To be mutually agreed upon	13 days to do work	by June 30, 2024
EXCEPTIONS:	Y OR N	None	None	None
ACKNOWLEDGEMENTS:	Y OR N	Y	Y	Y
VENDOR QUESTIONNAIRE INCLUDED:	Y OR N	Y	Y	Y
FORMS:	Y OR N	Y	Y	Y



**CITY OF TROY
BID PROPOSAL**

ITB-COT 24-05
Page 1 of 9

The undersigned proposes to complete the **PARKING LOT MAINTENANCE & FENCING at the City of Troy DPW** in accordance with the attached specifications that are to be considered an integral part of this proposal, which include the following sections – at the prices listed below:

COMPANY NAME: PEAKE ASPHALT, INC.

Section List

Instruction to Bidders (3 pages)	Consent of Surety – Sample (1 page)
Bid Proposal (9 pages)	Certificate of Insurance - Sample (4 pages)
Vendor Questionnaire (2 pages)	Statement of No Bid (1 page)
Contract Forms (9 Forms)	Parking Lot Specifications (37 pages)
Performance Bond (1 page)	Fencing and Installation Specifications (4 Pages)
Labor & Materials Bond (1 page)	Location Maps (1 page)
Maintenance & Guarantee Bond (2 pages)	City of Troy Development/Engineering Standards (9 pages)
Public Act 57 (2 pages)	

PROPOSALS:

The undersigned, as bidder, declares that he/she having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies to complete the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid Proposal is part.

The Work of the Project is defined by the Contracts Documents and consists of the following:

The City of Troy is accepting proposals for parking lot maintenance & fencing at the DPW Parking Lot.

The scope of this project is to furnish all materials, equipment, labor, and supervision to complete Asphalt Maintenance Services to the DPW parking lot as specified, that include asphalt overlay, pavement striping and placement of handicap symbols. Additional site work, including pavement, fencing, and site features as indicated on drawings are included.

The City has the right to divide the paving process in one parking area into several phases as may be necessary for the safety and convenience of the public and protection of the work due to other contractors who may be working in the same area, and shall be constructed at no extra cost to the City

All items of work noted in the Specifications that are not specifically noted in the proposal shall be considered as included in the construction and shall be constructed at no extra cost to the City.

Continued

Any additions to the scope will of work will use the same unit pricing and specifications as outlined in this proposal.

PROPOSAL A - TROY D.P.W EMPLOYEE PARKING LOT- 4693 ROCHESTER ROAD

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
1	Cold Milling Pavement, 1.5 inch	51,250 SF	\$ 0.50	\$ 25,625.00
2	Full Depth Asphalt Removal	500 SF	\$ 2.50	\$ 1,250.00
3	Subgrade Undercutting- Remove and replace with 1X3	25 CY	\$ 50.00	\$ 1,250.00
4	Aggregate Base, 21AA, Limestone, 6"	50 CY	\$ 75.00	\$ 3,750.00
5	HMA, 5e1, 2 inch	125 Ton	\$ 140.00	\$ 17,500.00
6	HMA 5e1, 1.5 inch	380 Ton	\$ 140.00	\$ 53,200.00
7	Concrete curb replacement	100 LF	\$ 60.00	\$ 6,000.00
8	HMA, Hand Patching	10 Ton	\$ 250.00	\$ 2,500.00
9	Joint and Crack Cleanout	150 LF	\$ 10.00	\$ 1,500.00
10	Rebuild/Reset Catch Basin Structure w/ 8' x 8' x8" concrete collar	3 each	\$ 1,500.00	\$ 4,500.00
11	Pavt. Mrkg., Waterborne, 4 inch, Yellow	2600 LF	\$ 0.45	\$ 1,170.00
12	Pavt. Mrkg., Waterborne, 4 inch, Blue	200 LF	\$ 0.45	\$ 90.00
13	Pavt. Mrkg., Waterborne, Blue Acc. Symbol	1 each	\$ 50.00	\$ 50.00
14	Turf Restoration	Included	N/C	N/C
15	Traffic Maintenance Control	Included	N/C	N/C

Proposal A Total: \$ 118,385.00

PROPOSAL B TROY D.P.W FENCE EMPLOYEE PARKING LOT- 4693 ROCHESTER ROAD

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
1	6' CHAINLINK FENCE	530 LF	\$ 42.50	\$ 22,525.00
2	6' TALL X 5' WIDE GATE	1	\$ 850.00	\$ 850.00
3	6' TALL DOUBLE GATES 19' 6" ROUGH OPENING	2	\$ 3,300.00	\$ 6,600.00
4	6' TALL DOUBLE GATE 16' ROUGH OPENING	1	\$ 2,400.00	\$ 2,400.00
5	FENCE REMOVAL	530LF	\$ 6.50	\$ 3,445.00

Proposal B Total: \$ 35,820.00

COMPANY NAME PEAKE ASPHALT, INC.

NOTE: ADD ALT. (BOTTOM RAIL) ADD \$ 3,000.00

DISCOUNT offered if awarded both projects:

_____ YES ☒ NO

If Discount is offered, DEDUCT: \$ _____

UNIT PRICES:

Unit prices prevail. The City of Troy Purchasing Department will correct all mathematical errors.

PREVAILING WAGE PROJECT:

This is not a prevailing wage project.

SITE INSPECTION:

Bidders should examine the sites to determine the amount of work to be done in accordance with the specifications. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal. Contact Nick Herzek at (248) 524-3403 to arrange a site visit between the hours of 8:30 am - 3:00pm Monday through Friday.

() Our company visited the sites on 3.13.24

() Our company did not visit the sites.

PERMITS:

All work performed must meet City and State Code. The Contractor shall obtain all applicable and required permits and arrange for inspections. Applicable permits may be obtained by going to the City of Troy Building Department located on the second floor of City Hall. All Permit fees will be waived.

DESIGNATED CITY REPRESENTATIVES:

NICK HERZEK, Streets and Drains Project Manager, is the designated City representative.

ADDITIONAL INFORMATION:

For additional information or questions concerning this project please contact: NICK HERZEK, Project Manager at (248) 524-3403 or NICK.HERZEK@troymt.gov

ESTIMATED QUANTITIES:

Quantities stated are estimated and are not guaranteed. Quantities stated are made in good faith and will be used for award purposes. Quantities are based upon reasonable estimates, and the City of Troy will not be penalized for additions or deletions from the contract.

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.

DELIVERY:

All materials are to be F.O.B. delivered, freight paid, to the various work sites within the City of Troy.

CONTACT INFORMATION:

Hours of operation: _____ 24 Hr. Contact Phone No. 586-306-4523

CONTRACT FORMS:

Bidders shall 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.

COMPANY NAME PEAKE ASPHALT, INC.

AWARD:

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, equipment, references, and the correlation of the proposal submitted to the needs of the City of Troy. The City of Troy reserves the right to award this bid to the lowest responsible bidder meeting specifications for each proposal; to combine proposals if deemed in the City's best interest to do so; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations, whatever is deemed to be in the City of Troy's best interest.

MICHIGAN CONSTRUCTION LIEN ACT:

The bidder agrees that, if awarded the Contract(s) he/she will abide by all requirements of the Michigan Construction Lien Act (P.A. 1980, No. 497) as amended and effective March 1, 1982, and to provide full and complete Sworn Statements on Owner-approved forms.

PUBLIC ACT 57:

Public Act 57 requires contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for modifications of contracts for improvement of real property; to provide for remedies; and to repeal acts and parts of acts. This contract shall comply with all applicable provisions of Public Act 57 [a copy of the act is attached for reference (2 pages)].

SUBCONTRACTORS:

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council (see Instructions to Bidders - Specifications, Page 4 of 4).

BID DEPOSIT AND FORFEITURE:

The bid deposit of the lowest bidder shall be forfeit if, after bid opening, a change in the bid price or other provision of the bid is required by the bidder that is prejudicial to the interest of the City of Troy or fair competition.

CONTRACT TERMINATION:

The City of Troy shall reserve the right to terminate the contract upon 30 days written notice due to poor performance. The City of Troy designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final. The City of Troy reserves the right to re-award the contract to the next low bidder or re-bid the contract.

TERMINATION FOR CONVENIENCE:

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

PROGRESS PAYMENTS:

The City of Troy will consider a progress payment schedule for work as completed in accordance with specifications (See Supplemental General Conditions, page 1 of 2). The Streets and Drains Project Manager will have final approval of the schedule as presented. No payments for work will be made until the designated City representative approves the work as complete in accordance with specifications. Prior to release of the final payment, consent of surety document (AIA Document G707) will be required and signed by the surety Company. The City of Troy reserves the right to reject the payment schedule if deemed necessary, and determine the final schedule.

Proposed Payment Schedule: _____

COMPANY NAME PEAKE ASPHALT, INC.

BOND SUBMITTAL:

Subsequently, upon notice of award to the successful bidder, the Contractor shall qualify for, sign, and deliver to the City of Troy an executed Performance Bond, an executed Labor and Materials Payment Bond, and an executed **two-year** Maintenance Bond secured by a surety company, acceptable to the City of Troy by being licensed to do business in Michigan, and be included on the U. S. Treasury Department Surety List and/or have a rating of **A- or better** by A. M. Best, and/or Standard and Poors, on standard AIA forms, each in the amount of one hundred percent (100%) of the contract sum. Attorneys-in-fact, who sign Performance, Payment, and Maintenance Bonds, must file a certified copy of their power of attorney to sign such bonds. The Contractor shall pay the cost of all bond premiums.

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. If you or your company has worked for the City of Troy in the past, please indicate by completing the information below.

COMPANY: HURON-CLINTON METROPARKS
ADDRESS: 13000 HIGH RIDGE DR. BRIGHTON, MI 48114
PHONE: 810-494-6057 CONTACT: KAREN ELY
EMAIL: KRIS.MYSLINSKI@METROPARKS.COM

COMPANY: ROYAL OAK PUBLIC SCHOOLS
ADDRESS: 800 DEVILLEN ROYAL OAK, MI 48073
PHONE: 248-880-6791 CONTACT: MARK PAULUS
EMAIL: MARK.PAULUS@ROYALOAKSCHOOLS.ORG

COMPANY: ISLAMIC ASSOCIATION OF GREATER DETROIT - BLACKSTONE CORPORATION
ADDRESS: 200 BIG BEAVER TROY, MI 48063
PHONE: 248-457-5505 CONTACT: A-LEEM KHAN
EMAIL: BLACKSTONEGC@GMAIL.COM

PURCHASE ORDER:

After the Troy City Council has approved the award, the City of Troy Purchasing Department will send an award letter to the successful bidder. The successful bidder once notified, will be required to submit the specified bonds. A purchase order will be issued in approximately one-week and released, once acceptable bonds and insurance are received. The purchase order issued in conjunction with the Contract Form (provided in the Contract Documents Section) from the City of Troy will create a bilateral contract between the parties, and the successful bidder shall commit to perform the contract in accordance with specifications.

COMPLETION SCHEDULE AND LIQUIDATED DAMAGES:

The work shall commence upon City Council Approval. A final construction schedule shall be developed by the contractor and shall be included in the bid response for reference by The City of Troy. The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. The contractor is required to start the project within ten (10) working days after notification to start work. The entire project must be completed by **JUNE 30TH, 2024 and invoiced by JULY 15TH, 2024.**

Failure of the bidder to complete the project as specified shall result in the following penalties:

\$500 per day every calendar day after final completion date that the project is not complete.

(☒) Our company can meet the completion date

(☐) Our company cannot meet the completion date but offers: _____

COMPANY NAME PEAKE ASPHALT, INC.

IMPORTANT INFORMATION:

The City shall have the right to require by written order, changes in, additions to, or deductions from the work required by the Contract Documents provided that if changes, additions, or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the Contract price, if any, because of any change, addition, or deduction in the work, shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the change, addition, or deduction. No claim for change, addition, or deduction, or adjusting of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of written order from the City specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the designated City representative before the commencement of the work. Where the written order diminishes the quality of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with.

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

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

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

IMPORTANT: A Certificate of Insurance on an ACORD Form showing present coverage SHOULD 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 and acceptable to the City of Troy.

INSURANCE VERIFICATION:

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

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

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

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

COMPANY NAME PEAKE ASPHALT, INC.

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

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

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

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

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

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

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

COMPANY NAME

PERKE ASPHALT, INC.

SIGNATURE PAGE

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

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

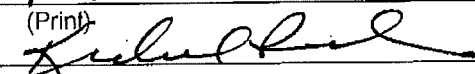
TAX ID: 77-0719125

COMPANY: PERKE ASPHALT, INC.

ADDRESS: 48181 RYAN CITY: SHELBY TWP STATE: MI ZIP: 48317

PHONE: (586) 254-4567 FAX NUMBER: (586) 254-2155

REPRESENTATIVE NAME: KENDRICK PERKE

(Print)
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

PAYMENT TERMS: _____ WARRANTY: 2 YRS.

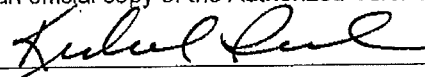
BID CHECK #: _____ COMPLETION: _____

EMAIL: KP@PERKEASPHALT.COM

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

ACKNOWLEDGEMENT:

I, KENDRICK PERKE, 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 the MITN website, www.bidnetdirect/city-of-troy-mi and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

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

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

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



VENDOR QUESTIONNAIRE

DATE: 3.14.24
Month/Date/Year

FIRM NAME PERKE ASPHALT, INC.

ESTABLISHED: MAY 22, 19 or 2008 STATE: MI

TYPE OF ORGANIZATION: (Circle One)

- a. Individual
- b. Partnership
- c. Corporation
- d. Joint Venture
- e. Other

If applicable:

FORMER COMPANY NAME(S) PERKE CONTRACTING, INC.

Please provide the following information and submit with your bid proposal:

1. Number of years of experience in this type of work: 50 Years

2. List the number and types of equipment to be used if awarded this bid (Attach itemized list that is marked EQUIPMENT LIST for identification if more space is required):

SEE ATTACHED LIST

3. List all contract commitments your firm has been engaged to perform for 2024. Give organization name, value of contract and percent complete.

ORGANIZATION	VALUE	PERCENTAGE
<u>FERRISDALE PUBLIC SCHOOLS</u>	<u>\$230,000</u>	<u>10%</u>

4. If applicable, list all proposed subcontractors to be used in the performance of this contract and the work to be performed by each.

STRIPING

5. List Tradesmen who would specifically be assigned to this project. Provide years of experience, areas of expertise, and/or list any additional training classes taken to increase expertise in this field for the people listed in this section who will be assigned to project.

TITLE	NAME	TRADE	EXPERIENCE / YEARS

6. Provide name and contact information of the manufacturer that will be supplying the fencing materials for this project. The Fencing Products Manufacturer will be a company specializing in the manufacture of commercial quality chain link fencing with a minimum of ten years experience.

7. Provide manufacturer's catalog cut sheets with printed specifications including certification of compliance with material specifications for the materials being bid on this project.

() Material specifications marked _____ for identification.

8. Provide a project schedule based on starting the work within ten (10) days after receiving "Notification to Proceed".

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative:

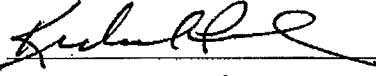
Company:

Address:

Phone Number:

Representative's Name:

Date:


PEAKE ASPHALT, INC.
48181 RYAN RD
SHELBY TWP, MI 48317
586-254-4567
KENDRICK PEAKE
(print)
03/14/2024



48181 Ryan Road, Utica, MI, 48317 phone: 586-254-4567 Fax: 586-254-2155

March 15, 2024

City of Troy
500 West Big Beaver
Troy, MI 48084

Re: Two Year Warranty

Project: Troy D.P.W. Employee Parking Lot
Project Address: 4693 Rochester Road, Troy, MI 48094

Warranty Commencement Date: (Date of Completion)
Warranty Termination Date: (2 years from the date of Completion)

The undersigned, as contractor on the above referenced project, does hereby warrant that all labor and materials furnished, and the work performed in conjunction with said project are in accordance with the contractor documents and authorized modifications thereto. Furthermore, the undersigned contractor hereby warrants that said project will be habitable and constructed in a good and workmanlike manner and free from defects in material and workmanship for a period of one (2) year, commencing on the date as defined above.

Kendrick Peake, President



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 MI
for whom KENDRICK PERKE, bearing the office title of PRES.
_____, whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

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

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

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



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

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

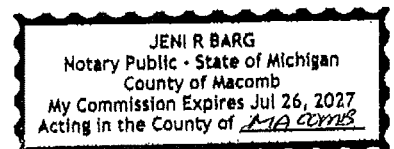
that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or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

[Signature]
SIGNATURE OF PERSON SUBMITTING BID

[Signature]
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 14TH
day of MARCH, 2024 in and for
MACOMB County.

My commission expires:
07/26/2027





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.

PEAKE ASPHALT, INC.

Name of Agency/Company/Firm (Please Print)

KENDRICK PEAKE PRESIDENT

Name and title of authorized representative (Please Print)

Signature of authorized representative

03/14/2024

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	PEAKE ASPHALT, INC.
Street Address	48181 RYAN RD
City	SHELBY TWP.
State, Zip	MICHIGAN 48317
Corporate I.D. Number/State	
Taxpayer I.D. #	77-0719125

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: Kendrick Peake

Printed Name of Vendor's Authorized Agent: KENDRICK PEAKE

Witness Signature: Jeri Barge

Printed Name of Witness: JERI BARGE



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

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

List any Familial Relationships:

BIDDER:

[Signature]

By: KENDRICK PEAKE

Its: PRESIDENT

STATE OF MICHIGAN

)

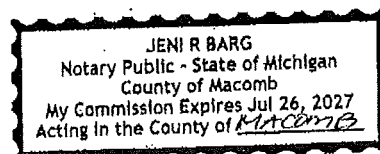
)ss.

COUNTY OF MACOMB)

This instrument was acknowledged before me on the 14TH day of MARCH, 2024,

By KENDRICK PEAKE

[Signature]



PEAKE

ASPHALT INC.

EQUIPMENT LIST

PAVERS

Year	Make	Description	Model
02	Blaw Knox	Paver	PF 5510
93	Cat	Mill	PR 105
17	Vogele	Paver	1700-3i

ROLLERS

88	Dresser Galion	Roller (Vibe)	Vibe Roller
91	Dresser Galion	Roller	3-5 Roller
98	Beuthling	Roller (Peanut)	B100 Roller
94	Dresser	Roller	5-8 Roller
97	Hypac	Roller	C 747B
17	Caterpillar	Roller	CB24B

TRAILERS

88	Hudson	Single Axle Trailer	Utility
22	Norstar	Tandem Trailer	
91	Tow Master	Single Axle Trailer	Utility
98	Talbert	Tandem Trailer	20 ton Tagalong
18	Manac	Quad Axle Dump Trailer	AR450 Steel Quad
16	Mauldin	Trailer w tack tank	MT-300
14	PJ	Trailer	
20	Rampant	Tandem Trailer	PTD20

HEAVY DUTY TRUCKS

93	White GMC	Tri Axle Dump	Dump Truck
87	Freightliner	Quad Axle Semi	Semi

HEAVY EQUIPMENT

99	Case	Backhoe	580 L
05	Komatsu	Loader	WA250-5L
15	Case	Backhoe	580SNWT
15	Kubota	Skidsteer Track Loader	SVL90-2HFC
07	Caterpillar	Dozer	D4KLGP
95	Dresser	Dozer	TD9-H



**CITY OF TROY
BID PROPOSAL**

ITB-COT 24-05
Page 1 of 9

The undersigned proposes to complete the **PARKING LOT MAINTENANCE & FENCING at the City of Troy DPW** in accordance with the attached specifications that are to be considered an integral part of this proposal, which include the following sections – at the prices listed below:

COMPANY NAME: Kimberly Fence

Section List

Instruction to Bidders (3 pages)	Consent of Surety – Sample (1 page)
Bid Proposal (9 pages)	Certificate of Insurance - Sample (4 pages)
Vendor Questionnaire (2 pages)	Statement of No Bid (1 page)
Contract Forms (9 Forms)	Parking Lot Specifications (37 pages)
Performance Bond (1 page)	Fencing and Installation Specifications (4 Pages)
Labor & Materials Bond (1 page)	Location Maps (1 page)
Maintenance & Guarantee Bond (2 pages)	City of Troy Development/Engineering Standards (9 pages)
Public Act 57 (2 pages)	

PROPOSALS:

The undersigned, as bidder, declares that he/she having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies to complete the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid Proposal is part.

The Work of the Project is defined by the Contracts Documents and consists of the following:

The City of Troy is accepting proposals for parking lot maintenance & fencing at the DPW Parking Lot.

The scope of this project is to furnish all materials, equipment, labor, and supervision to complete Asphalt Maintenance Services to the DPW parking lot as specified, that include asphalt overlay, pavement striping and placement of handicap symbols. Additional site work, including pavement, fencing, and site features as indicated on drawings are included.

The City has the right to divide the paving process in one parking area into several phases as may be necessary for the safety and convenience of the public and protection of the work due to other contractors who may be working in the same area, and shall be constructed at no extra cost to the City

All items of work noted in the Specifications that are not specifically noted in the proposal shall be considered as included in the construction and shall be constructed at no extra cost to the City.

Continued

Any additions to the scope will of work will use the same unit pricing and specifications as outlined in this proposal.

PROPOSAL A – TROY D.P.W EMPLOYEE PARKING LOT- 4693 ROCHESTER ROAD

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
1	Cold Milling Pavement, 1.5 inch	51,250 SF	\$	\$
2	Full Depth Asphalt Removal	500 SF	\$	\$
3	Subgrade Undercutting- Remove and replace with 1X3	25 CY	\$	\$
4	Aggregate Base, 21AA, Limestone, 6"	50 CY	\$	\$
5	HMA, 5e1, 2 inch	125Ton	\$	\$
6	HMA 5e1, 1.5 inch	380 Ton	\$	\$
7	Concrete curb replacement	100 LF	\$	\$
8	HMA, Hand Patching	10 Ton	\$	\$
9	Joint and Crack Cleanout	150 LF	\$	\$
10	Rebuild/Reset Catch Basin Structure w/ 8' x 8' x8" concrete collar	3 each	\$	\$
11	Pavt. Mrkg., Waterborne, 4 inch, Yellow	2600 LF	\$	\$
12	Pavt. Mrkg., Waterborne, 4 inch, Blue	200 LF	\$	\$
13	Pavt. Mrkg., Waterborne, Blue Acc. Symbol	1 each	\$	\$
14	Turf Restoration	Included	N/C	N/C
15	Traffic Maintenance Control	Included	N/C	N/C

Proposal A Total: \$

N/A

PROPOSAL B TROY D.P.W FENCE EMPLOYEE PARKING LOT- 4693 ROCHESTER ROAD

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
1	6' CHAINLINK FENCE	530 LF	\$ 38.26	\$ 20,277.80
2	6' TALL X 5' WIDE GATE	1	\$ 800.00	\$ 800.00
3	6' TALL DOUBLE GATES 19' 6" ROUGH OPENING	2	\$ 3,000.00	\$ 6,000.00
4	6' TALL DOUBLE GATE 16' ROUGH OPENING	1	\$ 2,300.00	\$ 2,300.00
5	FENCE REMOVAL	530LF	\$ 6.00	\$ 3,180.00

Proposal B Total: \$

32,557.00

COMPANY NAME

Kimberly Fence

An alternate bid was requested to install bottom rail instead of tension wire for the fence.

That alternate would be a \$3,000.00 add to the base proposal.

DISCOUNT offered if awarded both projects:

_____ YES ☒ NO

If Discount is offered, DEDUCT: \$ N/A

UNIT PRICES:

Unit prices prevail. The City of Troy Purchasing Department will correct all mathematical errors.

PREVAILING WAGE PROJECT:

This is not a prevailing wage project.

SITE INSPECTION:

Bidders should examine the sites to determine the amount of work to be done in accordance with the specifications. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal. Contact Nick Herzek at (248) 524-3403 to arrange a site visit between the hours of 8:30 am - 3:00pm Monday through Friday.

- (☒) Our company visited the sites on 3/1/24
- () Our company did not visit the sites.

PERMITS:

All work performed must meet City and State Code. The Contractor shall obtain all applicable and required permits and arrange for inspections. Applicable permits may be obtained by going to the City of Troy Building Department located on the second floor of City Hall. All Permit fees will be waived.

DESIGNATED CITY REPRESENTATIVES:

NICK HERZEK, Streets and Drains Project Manager, is the designated City representative.

ADDITIONAL INFORMATION:

For additional information or questions concerning this project please contact: NICK HERZEK, Project Manager at (248) 524-3403 or NICK.HERZEK@troymi.gov

ESTIMATED QUANTITIES:

Quantities stated are estimated and are not guaranteed. Quantities stated are made in good faith and will be used for award purposes. Quantities are based upon reasonable estimates, and the City of Troy will not be penalized for additions or deletions from the contract.

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.

DELIVERY:

All materials are to be F.O.B. delivered, freight paid, to the various work sites within the City of Troy.

CONTACT INFORMATION:

Hours of operation: 8 AM - 4 PM 24 Hr. Contact Phone No. 586-920-2014

CONTRACT FORMS:

Bidders shall 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.

COMPANY NAME Kimberly Fence

AWARD:

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, equipment, references, and the correlation of the proposal submitted to the needs of the City of Troy. The City of Troy reserves the right to award this bid to the lowest responsible bidder meeting specifications for each proposal; to combine proposals if deemed in the City's best interest to do so; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations, whatever is deemed to be in the City of Troy's best interest

MICHIGAN CONSTRUCTION LIEN ACT:

The bidder agrees that, if awarded the Contract(s) he/she will abide by all requirements of the Michigan Construction Lien Act (P.A. 1980, No. 497) as amended and effective March 1, 1982, and to provide full and complete Sworn Statements on Owner-approved forms.

PUBLIC ACT 57:

Public Act 57 requires contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for modifications of contracts for improvement of real property; to provide for remedies; and to repeal acts and parts of acts. This contract shall comply with all applicable provisions of Public Act 57 [a copy of the act is attached for reference (2 pages)].

SUBCONTRACTORS:

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council (see Instructions to Bidders - Specifications, Page 4 of 4).

BID DEPOSIT AND FORFEITURE:

The bid deposit of the lowest bidder shall be forfeit if, after bid opening, a change in the bid price or other provision of the bid is required by the bidder that is prejudicial to the interest of the City of Troy or fair competition.

CONTRACT TERMINATION:

The City of Troy shall reserve the right to terminate the contract upon 30 days written notice due to poor performance. The City of Troy designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final. The City of Troy reserves the right to re-award the contract to the next low bidder or re-bid the contract.

TERMINATION FOR CONVENIENCE:

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

PROGRESS PAYMENTS:

The City of Troy will consider a progress payment schedule for work as completed in accordance with specifications (See Supplemental General Conditions, page 1 of 2). The Streets and Drains Project Manager will have final approval of the schedule as presented. No payments for work will be made until the designated City representative approves the work as complete in accordance with specifications. Prior to release of the final payment, consent of surety document (AIA Document G707) will be required and signed by the surety Company. The City of Troy reserves the right to reject the payment schedule if deemed necessary, and determine the final schedule.

Proposed Payment Schedule: Net 15 upon completion

COMPANY NAME Kimberly Fence

BOND SUBMITTAL:

Subsequently, upon notice of award to the successful bidder, the Contractor shall qualify for, sign, and deliver to the City of Troy an executed Performance Bond, an executed Labor and Materials Payment Bond, and an executed **two-year** Maintenance Bond secured by a surety company, acceptable to the City of Troy by being licensed to do business in Michigan, and be included on the U. S. Treasury Department Surety List and/or have a rating of **A- or better** by A. M. Best, and/or Standard and Poors, on standard AIA forms, each in the amount of one hundred percent (100%) of the contract sum. Attorneys-in-fact, who sign Performance, Payment, and Maintenance Bonds, must file a certified copy of their power of attorney to sign such bonds. The Contractor shall pay the cost of all bond premiums.

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. If you or your company has worked for the City of Troy in the past, please indicate by completing the information below.

COMPANY:	<u>Kemp Building + Development</u>
ADDRESS:	<u>275 W Girard, Madison Heights</u>
PHONE:	<u>248-383-4030</u> CONTACT: <u>Patricia Ellingson</u>
EMAIL:	<u>Patricia@Kemp-Company.com</u>
COMPANY:	<u>McCarthy + Smith Inc</u>
ADDRESS:	<u>24317 Indoplex Cr, Farmington Hills</u>
PHONE:	<u>248-427-8400</u> CONTACT: <u>Debbie</u>
EMAIL:	
COMPANY:	<u>Premier Construction</u>
ADDRESS:	<u>34975 W 12 mile Rd Farmington Hills</u>
PHONE:	<u>248-848-4098</u> CONTACT: <u>Bridgett Emmons</u>
EMAIL:	<u>bridgett@premierconstruction.com</u>

PURCHASE ORDER:

After the Troy City Council has approved the award, the City of Troy Purchasing Department will send an award letter to the successful bidder. The successful bidder once notified, will be required to submit the specified bonds. A purchase order will be issued in approximately one-week and released, once acceptable bonds and insurance are received. The purchase order issued in conjunction with the Contract Form (provided in the Contract Documents Section) from the City of Troy will create a bilateral contract between the parties, and the successful bidder shall commit to perform the contract in accordance with specifications.

COMPLETION SCHEDULE AND LIQUIDATED DAMAGES:

The work shall commence upon City Council Approval. A final construction schedule shall be developed by the contractor and shall be included in the bid response for reference by The City of Troy. The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. The contractor is required to start the project within ten (10) working days after notification to start work. The entire project must be completed by **JUNE 30TH, 2024 and invoiced by JULY 15TH, 2024.**

Failure of the bidder to complete the project as specified shall result in the following penalties:

\$500 per day every calendar day after final completion date that the project is not complete.

(☒) Our company can meet the completion date

(☐) Our company cannot meet the completion date but offers: _____

COMPANY NAME Kimberly Fence

IMPORTANT INFORMATION:

The City shall have the right to require by written order, changes in, additions to, or deductions from the work required by the Contract Documents provided that if changes, additions, or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the Contract price, if any, because of any change, addition, or deduction in the work, shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the change, addition, or deduction. No claim for change, addition, or deduction, or adjusting of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of written order from the City specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the designated City representative before the commencement of the work. Where the written order diminishes the quality of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with.

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

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

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

IMPORTANT: A Certificate of Insurance on an ACORD Form showing present coverage **SHOULD** 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 and acceptable to the City of Troy.

INSURANCE VERIFICATION:

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

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

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

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

COMPANY NAME Kimberly Fence

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

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

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

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

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

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

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

COMPANY NAME Kimberly Fence

SIGNATURE PAGE

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

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

TAX ID: 27-5023723

COMPANY: Kimberly Fence and Supply

ADDRESS: 6470 E 9 Mile Rd CITY: Warren STATE: MI ZIP: 48091

PHONE: (586) 920-2014 FAX NUMBER: (586) 510-4939

REPRESENTATIVE NAME: Evan Loshan

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: (Print) 

PAYMENT TERMS: Net 15 WARRANTY: 1 year Labor, 12 years Material

BID CHECK #: 518757845-4 COMPLETION: 13 Days

EMAIL: Evan@kimberlyfence.com # of Orders to do work

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

N/A

ACKNOWLEDGEMENT:

I, Evan Loshan, 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 the MITN website, www.bidnetdirect/city-of-troy-mi and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

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

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

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



VENDOR QUESTIONNAIRE

DATE: 3/14/24
Month/Date/Year

FIRM NAME Paulsner Inc DBA Kimberly Fence and Supply

ESTABLISHED: February, 11, 19 or 20 11 STATE Michigan

TYPE OF ORGANIZATION: (Circle One)

- a. Individual
- b. Partnership
- ☒ c. Corporation
- d. Joint Venture
- e. Other _____ If applicable:

FORMER COMPANY NAME(S)

Sparre Holding DBA Kimberly Fence + Supply

Please provide the following information and submit with your bid proposal:

1. Number of years of experience in this type of work: 53 Years
2. List the number and types of equipment to be used if awarded this bid (Attach itemized list that is marked _____ for identification if more space is required):
N/A

3. List all contract commitments your firm has been engaged to perform for 2024. Give organization name, value of contract and percent complete.

ORGANIZATION	VALUE	PERCENTAGE
<u>Premier Contracting</u>	<u>59,829</u>	<u>100</u>
<u>Lord Piquette Market</u>	<u>42,564</u>	<u>100</u>
<u>Fort St. Presby. Church</u>	<u>21,934</u>	<u>100</u>

4. If applicable, list all proposed subcontractors to be used in the performance of this contract and the work to be performed by each.

N/A

5. List Tradesmen who would specifically be assigned to this project. Provide years of experience, areas of expertise, and/or list any additional training classes taken to increase expertise in this field for the people listed in this section who will be assigned to project.

TITLE	NAME	TRADE	EXPERIENCE / YEARS
	TBD -		

6. Provide name and contact information of the manufacturer that will be supplying the fencing materials for this project. The Fencing Products Manufacturer will be a company specializing in the manufacture of commercial quality chain link fencing with a minimum of ten years experience.

Master Halco - Tim Michon
734-326-5500

7. Provide manufacturer's catalog cut sheets with printed specifications including certification of compliance with material specifications for the materials being bid on this project.

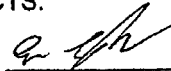
() Material specifications marked CL Spec for identification.

8. Provide a project schedule based on starting the work within ten (10) days after receiving "Notification to Proceed".

120 days of total installation

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative:



Company:

Kimberly Fence

Address:

6470 E 9 mile RD

Warren, MI 48091

Phone Number:

586-920-2014

Representative's Name:

Evan Loshaw

(print)

Date:

3/14/24



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 Paul Loshon, bearing the office title of President,
whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

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

--	--



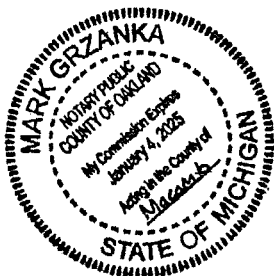
CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Evan Loshaw, being duly sworn deposed, says that he/she
(Print Full Name)
is Commercial Estimator 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.

(X) [Signature]
SIGNATURE OF PERSON SUBMITTING BID



[Signature]
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 13th
day of March, 2024 in and for
Oakland County.

My commission expires:

1-4-25



**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.

Paulene Inc DBA Kimberly Rene + Supply
Name of Agency/Company/Firm (Please Print)

Evan Lashaw
Name and title of authorized representative (Please Print)

[Signature]
Signature of authorized representative

3-13-24
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	Proleum Inc DBA Kimberly Fentz
Street Address	6470 9 Mile
City	Warren
State, Zip	Mi 48091
Corporate I.D. Number/State	Michigan 03782W-MI
Taxpayer I.D. #	22-5023723

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 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:

Evon Losh

Witness Signature:

Printed Name of Witness:

BM.21



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

The undersigned, the owner or authorized officer of (the "Proposer"), pursuant to the familial disclosure requirement provided in the Request for Proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employees of Kimberly Lee

_____ and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

None

BIDDER:

Kimberly Lee + Supply

By: Evan Loshaw

Its: Commercial Estimator

STATE OF MICHIGAN



)
)ss.

Mark Grzanke

COUNTY OF Oakland

This instrument was acknowledged before me on the 13 day of March, 2024,

By Evan Loshaw

SECTION 32 31 13
CHAIN LINK FENCE
GALVANIZED CHAIN LINK FABRIC ON GALVANIZED FRAMEWORK
[Provided by Master Halco]

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Galvanized (zinc) coated chain link fabric with galvanized steel framework and accessories for commercial or industrial applications.

1.02 RELATED SECTIONS [select applicable sections for project, delete those not applicable]

01 33 13 Certifications
01 33 23 Shop drawings, product data
01 43 13 Manufacturers Qualifications
01 43 13 Installer qualifications
01 45 00 Quality control
01 65 00 Product delivery requirements
03 30 00 Cast-In-Place Concrete
25 50 00 Integrated automation, gate operators/access control
32 31 13.23 Recreational Court Fences and Gates
32 31 13.26 Tennis Court Fences and Gates
32 31 13.33 Chain Link Backstops
32 31 13.53 High-Security Chain Link Fences and Gates

1.03 REFERENCES [delete references no applicable to project]

- A. ASTM A36 Standard Specification for Carbon Structural Steel
- B. ASTM A121 Standard Specification for Metallic-Coated Carbon Steel Barbed Wire
- C. ASTM A392 Standard Specification for Zinc-Coated Steel Chain-Link Fabric
- D. ASTM A780 Standard Practice for Repair of Damaged and Uncoated Areas of Hot-dip Galvanized Coatings
- E. ASTM A817 Standard Specification for Metallic-Coated Steel Wire for Chain Link Fence Fabric and Marcellled Tension Wire
- F. ASTM A824 Standard Specification for Metallic-Coated Steel Marcellled Tension Wire for Use With Chain Link
- G. ASTM B221 Standard Specification for Aluminum and Aluminum Alloy Bars, Rods, Wire Profiles and Tubes
- H. ASTM F552 Standard Terminology Relating to Chain Link Fencing
- I. ASTM F567 Standard Practice for Installation of Chain Link Fence
- J. ASTM F626 Standard Specification for Fence Fittings
- K. ASTM F900 Standard Specification for Industrial and Commercial Swing Gates

- L. ASTM F1043 Standard Specification for Strength and Protective Coatings on Steel Industrial Chain Link Fence Framework
- M. ASTM F1083 Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures
- N. ASTM F1184 Standard Specification for Industrial and Commercial Horizontal Slide Gates
- O. ASTM F1910 Standard Specification for Long Barbed Tape Obstacles
- P. ASTM F1911 Standard Practice for Installation of Barbed Tape
- Q. ASTM F2200 Standard Specification for Automated Vehicular Gate Construction
- R. UL 325 Door, Drapery, Gate, Louver and Window Operators
- S. WLG2445 Chain Link Fence Manufacturers Institute, Chain Link Fence Wind Load Guide for the Selection of Line Posts and Line Post Spacing

1.04 SUBMITTALS

- A. Changes in specifications may not be made after the bid date.
- B. Shop drawings: Layout of fences and gates with dimensions, details, and finishes of components, accessories, and post foundations.
- C. Product data: Manufacturer's catalog cuts indicating material compliance and specified options.
- D. Samples: If requested, samples of materials (e.g., fabric, wires, and accessories).

1.05 QUALITY ASSURANCE

- A. Manufacturer: Company having manufacturing facilities in the United States with a minimum 5 years experience specializing in manufacturing of chain link fence products.
- B. Fence contractor: Contractor having 5 years experience installing similar projects in accordance with ASTM F567.
- C. Tolerances: ASTM current specification and tolerances apply and supersede any conflicting tolerance.
- D. Substitutions: Alternate chain link products may be acceptable by the architect as equal if approved in writing ten days prior to bidding provided that the items submitted meet the specifications contained in this document.
- E. Single source: To ensure system integrity obtain the chain link system, framework, fabric, fittings, gates and accessories from a single source.

PART 2 - PRODUCTS

2.01 MANUFACTURER

Approved Manufacturer: Master Halco, Inc.
 3010 Lyndon B Johnson Freeway
 Dallas, TX. 75234
 Phone (800) 883-8384
www.masterhalco.com E-mail: spec@fenceonline.com

2.02 CHAIN LINK FENCE FABRIC

A. Galvanized (zinc) coated steel chain link fabric per ASTM A392

[Class 1 weight of zinc coating 1.2 oz/ft² (366 g/m²)] [Class 2 weight of zinc coating 2.0 oz/ft² (610 g/m²)]

[select zinc coating class] [see Fabric Selection Table for mesh size, wire gauge, break load and selvage; knuckle (K) or twist (T), to fit application]

Size and Height: Chain link fabric (in.) (mm) mesh, () gauge, (in.) (mm) diameter wire having a break load of () lbf (N), mesh height (in.) (mm).

B. Selvage of fabric _____ at top and _____ at bottom.

2.03 STEEL FENCE FRAMEWORK

[select post specification that best fits application]

A. Steel pipe Type I: ASTM F1043 Group IA, ASTM F1083 standard weight schedule 40 hot-dip galvanized pipe having a zinc coating of 1.8 oz/ft² (550 g/m²) on the outside surface and 1.8 oz/ft² (550 g/m²) on the inside surface.

Regular Grade: Minimum steel yield strength of 30,000 psi (205 MPa) [all sizes]

Intermediate Strength Grade: Minimum steel yield strength of 50,000 psi (344 MPa) [in sizes 6.625" and 8.625" (168.3, 219.1 mm) OD only]

High Strength 83000 Grade: Minimum steel yield strength 83,000 psi (572 MPa) [all sizes up to and including 4.00" OD (101.6mm) [special order]

B. Steel pipe Type II: Cold formed electric resistance welded steel pipe complying with ASTM F1043 Group IC having minimum steel yield strength of 50,000 psi (344 MPa). External protective coating F1043 Type B, 0.9 oz/ft² (270 g/m²) minimum hot-dip zinc coating plus a chromate conversion and a clear polymer coating. Internal coating F1043 Type D, 81% nominal zinc pigmented coating minimum 3 mils (0.0076 mm) thick or Type B, minimum 0.9 oz/ft² (275 g/m²) zinc.

C. Formed steel "C" sections: Roll formed steel shapes complying with ASTM F1043, Group II, 50,000 psi (344 MPa) minimum steel yield strength. External coating, ASTM F1043 Type A, minimum average zinc coating of 2.0 oz/ft² (610 g/m²) in accordance with ASTM A 123.

Wind load caution: Fences containing windscreens or privacy slats, all fences greater than 12 ft. (3.7 m) in height and fences 8 feet (2.4 m) in height using 1 in. (25 mm) or smaller mesh require a wind load force analysis for post size and post spacing. A fence post wind load calculator is available at www.chainlinkinfo.org or www.wheatland.com.

[select post size and spacing from Framework Selection Table or as calculated to withstand wind load]

D. Pipe End and Corner Post _____ OD (_____ mm) _____ lbs/ft (_____ kg/m)

E. Pipe Line Post _____ OD (_____ mm) _____ lbs/ft (_____ kg/m)

[Alternate Line Post:]

[Rolled Formed _____ C" (_____ mm) _____ lbs/ft (_____ kg/m)]

F. Pipe Rail and Braces, 1.660 in. OD (42.2 mm) _____ lbs/ft (_____ kg/m)

2.04 FITTINGS

- A. Post caps: ASTM F626 galvanized pressed steel, malleable iron, or aluminum alloy weather tight closure cap for tubular posts. Provide one cap for each post. "C" shaped line post without top rail do not require post caps. When top rail is specified provide line post loop tops to secure top rail.
- B. Rail ends: Galvanized pressed steel per ASTM F626, for connection of rails to post using a brace band.
- C. Top rail sleeves: 7" (178 mm) galvanized steel sleeve per ASTM F626. [If expansion and contraction of the rail is of concern add a 0.137" (3.48 mm) wire diameter by 1.80" (45.72 mm) long expansion spring between the adjoining rails]
- D. Wire ties: 9 gauge (0.148") (3.76 mm) galvanized steel wire for attachment of fabric to line posts and rails. [Alternate double wrap 13 gauge (0.092") (2.324 mm) galvanized steel wire for rails and braces] Pre-formed hog ring ties to be 9 gauge (0.148") (3.76 mm) galvanized steel or aluminum for attachment of fabric to tension wire. Tie wire and hog rings per ASTM F626.
- E. Brace and tension (stretcher bar) bands: ASTM F626 galvanized 12 gauge (0.105") (2.67mm) pressed steel by 3/4" (19mm) formed to a minimum 300 degree profile curvature for post attachment. Secure bands using minimum 5/16" (7.94 mm) galvanized carriage bolt and nut.
- F. Tension (stretcher) bars: Galvanized steel one piece length equal to 2 inches (50 mm) less than full height of fabric with a minimum cross-section of 3/16" x 3/4" (4.76 mm x 19 mm) per ASTM F626. Provide tension (stretcher) bars where chain link fabric is secured to the terminal post.
- G. Truss rod assembly: Galvanized steel minimum 5/16" (7.9mm) diameter truss rod with pressed steel tightener, in accordance with ASTM F626
- H. Barbed wire supporting arms: [add when applicable] Galvanized pressed steel barb arm per ASTM F626 with provisions for attaching barbed wire. Provide arms with loop hole for applications with top rail. Arms shall withstand 250 lb. (113.5 kg) downward pull at outermost end of arm without failure. Arms provide an additional 13 in. (330 mm) in height. [Type I, 45° 3 strand single arm] [Type III 6 strand "V" arms].
- I. Carriage bolts and nuts: Galvanized of commercial quality

2.05 TENSION WIRE

- A. Tension wire: ASTM A824 Type II, zinc coated (galvanized) steel wire, 7 gauge, (0.177") (4.50 mm) diameter wire having a tensile strength of 75,000 psi (517 MPa).
[Class 4 1.20 oz/ft² (366 g/m²)] [Class 5 2.00 oz/ft² (610 g/m²)]

2.06 BARBED WIRE AND BARBED TAPE [add when application requires additional security]

- A. Barbed wire: ASTM A121 design number 12-4-5-14R, 12 ½ gauge, 0.099" (2.51 mm) Type Z Class 3, 0.80 oz/ft² (245 g/m²) zinc coated double-strand twisted line wire with 14 gauge, (0.080") (2.03 mm) Type Z Class 3, 0.70 oz/ft² (215g/m²) zinc coated 4 point barbs spaced an average of 5" (127 mm) on center.
- B. Barbed tape: Stainless steel barbed tape shall comply with ASTM F1910.

2.07 CHAIN LINK SWING GATE

- A. Swing gates [double leaf] [single leaf] _____ opening by _____ high [plus 1' 0" (304.8 mm) 3 strands barbed wire]. Fabricate chain link swing gates in accordance with ASTM F900. Gate frame to be of welded construction. Weld areas to be protected with zinc-rich paint per ASTM A780. The gate frame members are to be spaced no greater than 8' 0" (2.44 m) apart horizontally or vertically. Exterior members to be 1.900" (48.3 mm) OD pipe, interior members when required shall be 1.660" (42.2 mm) OD pipe. Pipe to be [Grade 1 ASTM F1083] [Grade 2 ASTM F1043 Group IC] per section 2.03. Chain link fabric to match specification of fence system. Fabric to be stretched tightly and secured to vertical outer frame members using tension bar and tension bands spaced 12" (304.8 mm) on center and tied to the horizontal and interior members 12" (304.8 mm) on center using 9 gauge galvanized steel ties per section 2.04.
- B. Hinges, hot dip galvanized pressed steel or malleable iron, structurally capable of supporting gate leaf and allow opening and closing without binding. Non-lift-off type hinge design shall permit gate to swing 180° (3.14 rad)
- C. Latch: Galvanized forked type capable of retaining gate in closed position and have provision for padlock. Latch shall permit operation from either side of gate.
- D. Double gates: Provide galvanized drop rod with center gate stop pipe or receiver to secure inactive leaf in the closed position. Provide galvanized pressed steel locking latch, requiring one padlock for locking both gate leaves, accessible from either side.
- E. Gate holdback: Provide galvanized gate hold back keeper for each gate leaf over 5' (1524 mm) wide. Gate keeper shall consist of mechanical device for securing free end of gate when in full open position.
- F. Gate posts: [Grade 1 pipe ASTM F1083] [Grade 2 pipe ASTM F1043 Group IC] per section 2.03, _____OD [select gate post from table below]

Gate fabric height up to and including 6 ft. (1.2m)

Gate leaf width		Outside Diameter
up to 4 ft.	(1.2 m)	2.375 in. (60.3 mm)
over 4 ft. to 10 ft.	(1.2 to 3.05 m)	2.875 in. (73.0 mm)
over 10 ft. to 18 ft.	(3.05 to 5.5 m)	4.000 in. (101.6 mm)

Gate fabric height over 6 ft. to 12 ft. (1.2 to 2.4m)

Gate leaf width		
up to 6 ft.	(1.8 m)	2.875 in. (73.0 mm)
over 6 ft. to 12 ft.	(1.8 to 3.7 m)	4.000 in. (101.6 mm)
over 12 ft. to 18 ft.	(2.4 to 5.5 m)	6.625 in. (168.3 mm)
over 18 ft. to 24 ft.	(5.5 to 7.3 m)	8.625 in. (219.1 mm)

2.08 HORIZONTAL SLIDE GATES

- A. Type I – Overhead Slide Gates: In compliance with ASTM F 1184 **Type I**
- B. Cantilever Slide Gates: Incompliance with ASTM F1184 **Type II**

1. **Class 1 – External Roller Design:** [double leaf] [single leaf] _____ opening by _____ high [plus 1' 0" (304.8 mm) 3 strands of barbed wire designed per ASTM F 1184-05 with horizontal top and bottom steel pipe "track" members to be 2.375 in. O.D. (60.3 mm), vertical and internal members 1.900 in. O.D. in compliance with <Inset gate pipe frame specification> [ASTM F1043 Group IA 1083 sch 40 pipe] [ASTM F1043 Group IC pipe.] Gate frame to be fabricated by welding, vertical and horizontal members located no greater than 8 ft. (2440 mm) apart. The length of back frame support section shall be a minimum of 40% of the opening. Welded joints are to be protected by applying zinc-rich paint in accordance with ASTM Practice A780. Gates designed to open or close by applying an initial pull force no greater than 40 lbs.(18.14 kg). Match chain link fabric to that of the fence system. Positive locking latch fabricated galvanized pressed steel. Galvanized steel drop bars provided with double gates. Gateposts, 4.00 in. OD (101.6 mm) _____lb/ft <Insert post specification and weight per foot.> [ASTM F1043 Group IA ASTM F10983 sch 40 pipe] [ASTM F1043 Group IC pipe]. Provide Load Master™ II (5 year warranty) nylon cantilever external top and bottom rollers with safety protective guards.

Safety Note: Safety posts and roller covers/guards are required.

2. **Class 2 – Internal Roller Design:** Aluminum cantilever slide gate [double leaf] [single leaf] _____ opening by _____ high [plus 1' 0" (304.8 mm) 3 strands of barbed wire] shall be of the internal roller design per ASTM F1184 **Type II Class 2**. Cantilever slide gate to be constructed of ASTM B221 aluminum members welded and designed for maximum structural integrity. Vertical external and internal members minimum 2" (50 mm) square, spaced maximum 8' 0" (2.44 m) on center. Gates having fabric greater than 8' 0" (2.44 m) in height require a horizontal member. The top horizontal member shall be a one-piece precision extruded structural framing member having an integral enclosed track. Bottom horizontal member to be minimum 2" x 4" (50 x 100 mm). Adjustable diagonal X trusses shall be installed in each gate panel to transfer the alternating forces as the gate slides. The gate opening portion shall be filled with chain link fabric stretched taut and secured to the frame members. Chain link fabric shall match the fence system specification. The overall gate structure shall be a minimum of 40% larger than the gate opening to support the cantilevered portion of the gate in the closed position with minimum deflection per ASTM F1184. The minimum 40% back frame does not require the installation of chain link fabric for those gates not to be electrically operated. [Electrically operated gates per ASTM F2200 and UL 325 required the back frame to be filled with fabric.] Single leaf cantilever design for openings larger than 30' 0" (9.15 m) up to 40' 0" (12.2 m) shall be fabricated by welding together two horizontal top structural/track members creating a dual track system. Single track gates up to 30' 0" (9.15 m) opening require two support posts and two internal truck assemblies. Dual track gates over 30' 0" (9.15 m) up to 40' 0" (12.2 m) require two sets of dual posts and four internal truck assemblies.
- G. Internal truck assemblies shall be capable of swiveling to accommodate gate movement and ensure full contact of the four support wheels and two guide wheels to the internal track surface. The galvanized steel truck assembly post bracket, truck assembly vertical support axle as well as the support wheels shall be designed to handle static and dynamic forces required to support and operate the gate. The truck assembly, support axle and internal wheels shall be comprised of stainless steel or galvanized steel components.
 - H. Galvanized steel bottom guide roller brackets containing two 3" (75 mm) rubber wheels shall be supplied to keep the bottom of the gate plumb and in proper alignment.

- I. Single gates shall be supplied with a galvanized steel latch mechanism capable of securing the gate with a padlock accessible from either side. Double gates to have galvanized drop rod to hold inactive leaf and a latch mechanism capable of securing the gate with a padlock accessible from either side. Provide drop rod receiver to engage center drop rod. [Electrically operated gates per ASTM F2200 and UL325 shall not contain any latch or locking mechanism]
- J. Cantilever gate posts shall be 4.00" (101.6 mm) OD [Grade 1 pipe ASTM F1083] [Grade 2 pipe ASTM F1043 Group IC] per section 2.03. Single leaf cantilevers up to 30' 0" (9.15 m) require three 4" (101.6 mm) OD posts, dual track single leaf cantilevers over 30' 0" (9.15 m) up to 40' 0" (12.2 m) require two sets of pre fabricated dual 4.00" (101.6 mm) OD support posts and one 4" (101.6 mm) latch post. (Gate is supported in the center of the dual posts.

SAFETY ALERT! Electrically operated cantilever slide gates are for use in controlling vehicular traffic only and are not intended to be used by pedestrians or control pedestrian traffic. Always specify a separate swing walk gate for pedestrian use. The design of electrically operated slide gates must comply with ASTM F2200 and UL 325.

2.09 POST SETTING MATERIALS

- A. Concrete: Minimum 28 day compressive strength of 3,000 psi (20 MPa).
- B. Drive Anchors: Galvanized ASTM A36 steel drive anchor angle blades, [1" x 1" (25 mm x 25 mm)] [1.25" x 1.25" (31.8 mm x 31.8 mm)] x 30" (762 mm) long secured to post with a galvanized shoe clamp. [drive anchors are limited to post size 2.785" (73.0 mm) OD or less]

2.10 ACCESSORIES

- A. Privacy Slats: Slats to be manufactured from a combination of color pigments, quality high density virgin polyethylene and ultraviolet inhibitors, having a 25 year limited warranty against either color fading or breakage of slats and locking-channel used under normal climactic extremes experienced In North America and Hawaii. Color: [Beige] [Rustic Brown] [Snow White] [Black] [Redwood] [Sky Blue] [Forest Green] or [Cape Cod Gray]. Select design [Standard PDS self- locking using horizontal bottom channel locking system] [FIN/SLAT '1000' self-locking slats]

PART 3 EXECUTION

3.01 SITE EXAMINATION

- A. Ensure property lines and legal boundaries of work are clearly established.
- B. Survey of fence location to be provided by [general contractor] [fence contractor] [owner]
- C. Verify areas to receive fencing are completed to final grade.

3.02 CHAIN LINK FRAMEWORK INSTALLATION

- A. Install chain link fence system in accordance with ASTM F567 and manufacturer's instructions.
- B. Locate terminal post at each fence termination and change in horizontal or vertical direction of 30° or more.
- C. Space line posts uniformly [8' (2438 mm) on center] [maximum 10' (3048 mm) on center] [maximum _____ ft. (_____mm) on center as determined by wind load post selection calculations]

- D. Concrete set posts: Excavate holes in firm, undisturbed or compacted soil. Holes shall have diameter 4 times greater than outside dimension of post, and depths approximately 6" (152 mm) deeper than post bottom. Excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy lateral loads. Set post bottom 36" (914 mm) below surface when in firm, undisturbed soil. Place concrete around posts in a continuous pour. Trowel finish around post and slope to direct water away from posts.
Drive Anchor set line posts: With protective cap, drive post 36" (914 mm) into ground. Excavate a 6" (152.4 mm) diameter by 6" (152.4 mm) deep section around post to accommodate the drive anchor shoe clamp. Drive the 2 diagonal drive anchor angle blades into the soil and securely tighten the angle blades to post via the shoe clamp, backfill hole. [post setting can be a combination of both drive anchors for line posts and concrete for terminal posts, delete reference to drive anchors if not specified]
- E. Check each post for vertical and top alignment, and maintain in position during placement and finishing operations.
- F. Bracing: Install horizontal brace and truss assembly at mid-height or above for fences 6' (1829 mm) and over at each fabric connection to the terminal post. The diagonal truss rod is installed at the point where the brace rail is attached to the terminal post and diagonally down to the bottom of the adjacent line post. Place the truss rod in tension by adjusting the turnbuckle.
- G. Tension wire: Install tension wires so that it will be located 4" (101.6 mm) up from bottom the fabric. If top rail is not specified, install the tension wire so that it will be located 4" (101.6 mm) down from the top of the fabric. Stretch and install tension wire before installing the chain link fabric and attach it to each post using wire ties.
- H. Top rail: Install in lengths of 21' (6400 mm). Connect ends with sleeves forming a rigid connection, allow for expansion and contraction.
- I. Center Rails: Install mid rails between line posts and attach to post using rail end or line rail clamps. [A center rail is required for fabric height 12' (3658 mm) and over.]
- J. Bottom Rails: Install bottom rails between posts and attach to post using rail end or line rail clamps.

3.03 BARBED WIRE AND BARBED TAPE INSTALLATION [include when specified]

- A. Uniformly space and stretch barbed wire between terminal posts. Attach barbed wire to the terminal posts using brace bands and snap and secure barbed wire into each line post barb arm slot.
- B. Install barbed tape in accordance with ASTM F1911.

3.04 CHAIN LINK FABRIC INSTALLATION

- A. Fabric: Install fabric on security side, pull fabric taut; thread the tension bar through fabric and attach to terminal posts with tension bands spaced maximum of 15" (381 mm) on center and attach so that fabric remains in tension after pulling force is released. Install fabric so that it is 2" (50 mm) +/- 1" (25 mm) above finish grade.
- B. Secure fabric using wire ties to line posts at 15" (381 mm) on center and to rails and braces 24" (610 mm) on center, and to the tension wire using hog rings 24" (610 mm) on center. Tie wire shall be secured to the fabric by wrapping it two 360 degree turns around the chain link wire pickets. Cut off any excess wire and bend back so as not to protrude so as to avoid injury if a pedestrian may come in contact with the fence.

3.05 CHAIN LINK GATE INSTALLATION [add applicable gate installation section when specifying gates]

- A. Swing gates: Installation of swing gates and gate posts shall be per ASTM F567. Direction of swing shall be [inward] [outward] [as shown on drawings] Gates shall be hung plumb in the closed position with minimal space from grade to bottom of gate leaf. Double gate drop bar receiver shall be set in a minimum concrete footing 6" (152 mm) diameter by 24" (610 mm) deep. Gate leaf holdbacks shall be installed on all double gates and all gate leafs greater than 5' (1524 mm) in width. [Electrically operated gates shall comply with ASTM F2200 and UL 325]
- B. Cantilever slide gates: Install cantilever horizontal slide gates and gate posts in accordance with ASTM F567. Cantilever sliding gates shall be plumb in the closed position with minimal ground clearance and slide with an initial force of 40 lbs. (18.14 kg). Double gate drop bar receiver shall be set in a minimum concrete footing 6" (152 mm) diameter by 24" (610 mm) deep. [Install top and bottom safety roller covers and adjacent safety guide posts on ASTM F1184 Type I Class 2 external roller cantilever slide gate applications]

SAFETY ALERT! Electrically operated cantilever slide gates are for use in controlling vehicular traffic only and are not intended to be used by pedestrians or control pedestrian traffic. Always install a separate swing walk gate for pedestrian use. The design of electrically operated slide gates must comply with ASTM F2200 and UL 325.

3.06 ACCESSORIES [delete if not applicable]

- A. Privacy slats: Install and lock in privacy slats in the fabric in accordance with manufacturer's instructions.

3.07 ELECTRICAL GROUNDING

- A. Grounding when required shall be the responsibility of a licensed electrical contractor and included in Contract Section 33 79 00.

3.08 SITE CLEAN UP

- A. Clean up area adjacent to fence line from debris and unused material created by fence installation.

END OF SECTION



500 West Big Beaver
Troy, MI 48084
troymt.gov

CITY COUNCIL AGENDA ITEM

Date: April 1, 2024

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager
Megan E. Schubert, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kurt Bovensiep, Public Works Director
Mike Verstraete, Streets and Drains Operations Manager
Nick Herzek, Project Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications
Department of Public Works Employee Parking Lot Maintenance & Fence Replacement

History

The employee parking lot at the Department of Public Works provides parking for approximately 149 frontline staff, as well as providing a location for residents to obtain compost, and at different times throughout the year, serves as a cardboard recycling location. The existing parking lot is 22 years old and has reached the point of requiring rehabilitation. The rehabilitation entails removing the top inch and a half to two inches of asphalt by milling the surface and then overlaying with new asphalt. Additionally, this project includes the restriping of the employee parking lot and replacement of the fence and gates around the north and east ends of the parking lot.

Purchasing

- On March 14, 2024, a bid opening was conducted as required by the City Charter/Code to furnish all material, labor and equipment for the Parking Lot Maintenance and Fence Replacement at the City of Troy Department of Public Works Employee Parking Lot.
- The bid was posted on the MITN Purchasing Group website; www.BidnetDirect.com/city-of-troy-mi
- Five hundred and forty-four (544) vendors were notified via the MITN website. Seven (7) bid responses were received. Below is a detailed summary of potential vendors for the bid opportunity.

Companies notified via MITN	544
Troy Companies notified via MITN	10
Troy Companies notified - Active email Notification	10
Troy Companies notified - Active non-paying	0
Companies that viewed the bid	46
Troy Companies that viewed the bid	1

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy. **Active MITN** members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City. **Active MITN non-paying members** are responsible to monitor and check the MITN website for opportunities to do business with the City. **Inactive MITN member** status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.



500 West Big Beaver
Troy, MI 48084
troyml.gov

CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- Based upon the bid responses and as per the attached bid tabulation; it is in the best interest of the City to award the bid to the *lowest responsive bidder* meeting bid specifications for each proposal.
- *Peake Asphalt, Inc of Shelby Township, MI* is the low responsible bidder meeting bid specifications for Proposal A and included a 2-year warranty and is therefore, being recommended for award for Proposal A.
- *Kimberly Fence and Supply of Warren, MI* is the lowest bidder meeting specifications and included an Alternate Proposal B for a bottom rail installation and is being recommended for award for Proposal B.

Financial

Funds are budgeted and available in the Public Works Land Improvements and Municipal Parking Lots Fund under project number 2024C0035 for the 2024 fiscal year. Expenditures will be charged to account number 401.464.974.165

Recommendation

City Management recommends awarding contracts for the Parking Lot Maintenance and Fence Replacement at the Department of Public Works to the lowest responsible bidders meeting specifications, *Peake Asphalt, Inc. of Shelby Twp., MI* for Proposal A for an estimated cost of \$118,385.00, plus a 20% contingency, and *Kimberly Fence and Supply of Warren, MI* for Proposal B and Alternate Proposal B for an estimated total cost of \$35,557.80, plus a 20% contingency; at unit prices contained in the bid tabulation opened March 14, 2024; for an estimated total project cost of \$185,000.

Opening Date - 03/14/2024
Date Reviewed - 03/14/2024

CITY OF TROY
BID TABULATION
PARKING LOT MAINTENANCE & FENCING

ITB-COT 24-05
Page 1 of 2

VENDOR NAME:	True North Asphalt LLC	Peake Asphalt, Inc.	Hutch Paving, Inc.	T & M Asphalt Paving, Inc.
CITY:	Madison Heights, MI	Shelby Twp., MI	Warren, MI	Milford, MI
CHECK AMOUNT:	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
CHECK #:	2017497434	1867810089	988725	001780919

PARKING LOT MAINTENANCE & FENCING

ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
PROPOSAL A: PARKING LOT MAINTENANCE - DPW Employee Parking Lot - 4693 ROCHESTER ROAD											
1	Cold Milling Pavement, 1.5 inch	51,250	SF	\$0.35	\$17,937.50	\$0.50	\$25,625.00	0.32	\$16,400.00	\$0.80	\$41,000.00
2	Full Depth Asphalt Removal	500	SF	\$3.00	\$1,500.00	\$2.50	\$1,250.00	5	\$2,500.00	\$2.10	\$1,050.00
3	Subgrade Undercutting- Remove and replace with 1X3	25	CY	\$125.00	\$3,125.00	\$50.00	\$1,250.00	75	\$1,875.00	\$80.00	\$2,000.00
4	Aggregate Base, 21AA, Limestone, 6"	50	CY	\$90.00	\$4,500.00	\$75.00	\$3,750.00	35	\$1,750.00	\$70.00	\$3,500.00
5	HMA, 5e1, 2 inch	125	Ton	\$136.00	\$17,000.00	\$140.00	\$17,500.00	175	\$21,875.00	\$146.45	\$18,306.25
6	HMA 5e1, 1.5 inch	380	Ton	\$136.00	\$51,680.00	\$140.00	\$53,200.00	180	\$68,400.00	\$142.41	\$54,115.80
7	Concrete curb replacement	100	LF	\$45.00	\$4,500.00	\$60.00	\$6,000.00	75	\$7,500.00	\$54.00	\$5,400.00
8	HMA, Hand Patching	10	Ton	\$350.00	\$3,500.00	\$250.00	\$2,500.00	150	\$1,500.00	\$250.00	\$2,500.00
9	Joint and Crack Cleanout	150	LF	\$1.00	\$150.00	\$10.00	\$1,500.00	9	\$1,350.00	\$8.00	\$1,200.00
10	Rebuild/Reset Catch Basin Structure w/ 8' x 8' x8" concrete collar	3	Each	\$1,600.00	\$4,800.00	\$1,500.00	\$4,500.00	850	\$2,550.00	\$3,000.00	\$9,000.00
11	Pavt. Mrkg., Waterborne, 4 inch, Yellow	2600	LF	\$3.10	\$8,060.00	\$0.45	\$1,170.00	0.25	\$650.00	\$0.25	\$650.00
12	Pavt. Mrkg., Waterborne, 4 inch, Blue	200	LF	\$3.50	\$700.00	\$0.45	\$90.00	0.25	\$50.00	\$0.30	\$60.00
13	Pavt. Mrkg., Waterborne, Blue Acc. Symbol	1	Each	\$50.00	\$50.00	\$50.00	\$50.00	250	\$250.00	\$40.00	\$40.00
14	Turf Restoration	Included		No Cost		No Cost		No Cost		No Cost	
15	Traffic Maintenance Control	Included		No Cost		No Cost		No Cost		No Cost	
Proposal A Total:				\$117,502.50		\$118,385.00		\$126,650.00		\$138,822.05	

PROPOSAL B: FENCE REPLACEMENT - DPW Employee Parking Lot - 4693 ROCHESTER ROAD

1	6' Chainlink Fence	530	LF	No Bid	Incomplete	41	\$21,730.00	\$50.00	\$26,500.00
2	6' Tall x 5' Wide Gate	1				840	\$840.00	\$1,500.00	\$1,500.00
3	6' Tall Double Gates 19' 6" Rough Opening	2				3200	\$6,400.00	\$2,500.00	\$5,000.00
4	6' Tall Double Gate 16' Rough Opening	1				2450	\$2,450.00	\$2,000.00	\$2,000.00
5	Fence Removal	530	LF			6.3	\$3,339.00	\$13.00	\$6,890.00
Proposal B Total:						\$34,759.00	\$41,890.00		
Proposal Grand Total A & B:				\$117,502.50	\$118,385.00	\$161,409.00	\$180,712.05		
Alternate Proposal B:									

DISCOUNT OFFERED IF AWARDED BOTH PROJECTS:	Y OR N	N	N	N	N
If Discount is offered, DEDUCT:		N/A	N/A	N/A	N/A
SITE INSPECTION:	Y OR N	Y	Y	N	Y
CONTACT INFORMATION: Hrs. of Operation:		8am-4pm	Not Specified	7am-6pm	7am-6pm
24 Hr. Phone Number:		(517) 819-9396	(586) 306-4523	(248) 514-6923	(248) 724-6126
PROPOSED PAYMENT SCHEDULE:		DUR	Not Specified	TBD upon being awarded contract	Invoices at Completion; Net 30
REFERENCES:	Y OR N	Y	Y	Y	Y
ABILITY TO MEET COMPLETION DATE:	Y OR N	Y	Y	Y	Y
INSURANCE:	Y OR N	Y	Y	Y	Y
WARRANTY:		1 Year	2 Years	Per Contract	Not Specified
COMPLETION:		Jun-24	Not Specified	Per Contract	Not Specified
EXCEPTIONS:		None	None	None	None
ACKNOWLEDGEMENTS:	Y OR N	Y	Y	Y	Y
VENDOR QUESTIONNAIRE INCLUDED:	Y OR N	Y	Y	Y	Y
FORMS:	Y OR N	Y	Y	Y	Y

Attest:
(*Bid Opening conducted via a Zoom Meeting)
Mike Verstraete
Nick Herzek
Andrew Chambliss
Nellie Bert
Martinique Gates

Emily Frontera
Purchasing Manager

Opening Date - 03/14/2024
Date Reviewed - 03/14/2024

CITY OF TROY
BID TABULATION
PARKING LOT MAINTENANCE & FENCING

ITB-COT 24-05
Page 2 of 2

VENDOR NAME:	Asphalt Specialists LLC	Kimberly Fence and Supply	Nationwide Construction Group
CITY:	Pontiac, MI	Warren, MI	Richmond, MI
CHECK AMOUNT:	\$5,000.00	\$5,000.00	\$5,000.00
CHECK #:	2017533458	518757845-4	500321073

PROPOSAL: THE CITY OF TROY PARKING LOT MAINTENANCE & FENCING

ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
PROPOSAL A: PARKING LOT MAINTENANCE - DPW Employee Parking Lot - 4693 ROCHESTER ROAD									
1	Cold Milling Pavement, 1.5 inch	51,250	SF	\$0.50	\$25,625.00	No Bid	No Bid	No Bid	No Bid
2	Full Depth Asphalt Removal	500	SF	\$14.50	\$7,250.00				
3	Subgrade Undercutting- Remove and replace with 1X3	25	CY	\$55.00	\$1,375.00				
4	Aggregate Base, 21AA, Limestone, 6"	50	CY	\$55.00	\$2,750.00				
5	HMA, 5e1, 2 inch	125	Ton	\$165.00	\$20,625.00				
6	HMA 5e1, 1.5 inch	380	Ton	\$165.00	\$62,700.00				
7	Concrete curb replacement	100	LF	\$100.00	\$10,000.00				
8	HMA, Hand Patching	10	Ton	\$300.00	\$3,000.00				
9	Joint and Crack Cleanout	150	LF	\$15.00	\$2,250.00				
10	concrete collar	3	Each	\$3,000.00	\$9,000.00				
11	Pavt. Mrkg., Waterborne, 4 inch, Yellow	2600	LF	\$0.50	\$1,300.00				
12	Pavt. Mrkg., Waterborne, 4 inch, Blue	200	LF	\$0.50	\$100.00				
13	Pavt. Mrkg., Waterborne, Blue Acc. Symbol	1	Each	\$38.00	\$38.00				
14	Turf Restoration	Included		No Cost					
15	Traffic Maintenance Control	Included		No Cost					
Proposal A Total:				\$146,013.00					

PROPOSAL B: FENCE REPLACEMENT - DPW Employee Parking Lot - 4693 ROCHESTER ROAD

1	6' Chainlink Fence	530	LF	48	\$25,440.00	\$38.26	\$20,277.80	\$40.00	\$21,200.00
2	6' Tall x 5' Wide Gate	1		950	\$950.00	\$800.00	\$800.00	\$700.00	\$700.00
3	6' Tall Double Gates 19' 6" Rough Opening	2		3150	\$6,300.00	\$3,000.00	\$6,000.00	\$2,000.00	\$4,000.00
4	6' Tall Double Gate 16' Rough Opening	1		2500	\$2,500.00	\$2,300.00	\$2,300.00	\$1,600.00	\$1,600.00
5	Fence Removal	530	LF	12.5	\$6,625.00	\$6.00	\$3,180.00	\$14.00	\$7,420.00
Proposal B Total:				\$41,815.00		\$32,557.80		\$34,920.00	
Proposal Grand Total A & B:				\$187,828.00		\$32,557.80		\$34,920.00	
Alternate Proposal B:						+\$3,000		+\$4,000	

DISCOUNT OFFERED IF AWARDED BOTH PROJECTS:	Y OR N	N	N	N
If Discount is offered, DEDUCT:		N/A	N/A	N/A
SITE INSPECTION:	Y OR N	Y	Y	Y
CONTACT INFORMATION: Hrs. of Operation:		7:30-4:30	8am-4pm	8am-5:30pm
24 Hr. Phone Number:		(248) 334-4570	(586) 920-2014	(586) 484-6027
PROPOSED PAYMENT SCHEDULE:		Monthly	Net 15 upon completion	30 Days
REFERENCES:	Y OR N	Y	Y	Y
ABILITY TO MEET COMPLETION DATE:	Y OR N	Y	Y	Yes - as long as not delayed by the Paving Operation
INSURANCE:	Y OR N	Y	Y	Y
WARRANTY:		N/A	1 yr labor; 12 yrs material	One Year
COMPLETION:		To be mutually agreed upon	13 days to do work	by June 30, 2024
EXCEPTIONS:	Y OR N	None	None	None
ACKNOWLEDGEMENTS:	Y OR N	Y	Y	Y
VENDOR QUESTIONNAIRE INCLUDED:	Y OR N	Y	Y	Y
FORMS:	Y OR N	Y	Y	Y



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 VTC Insurance Group Troy Office 1175 W. Long Lake Ste. 200 Troy MI 48098-4960	CONTACT NAME: Denise Corrin PHONE (A/C, No, Ext): (248) 530-3271 E-MAIL ADDRESS: dcorrin@vtcins.com FAX (A/C, No):														
INSURED Peake Asphalt, Inc 48181 Ryan Road Shelby Township MI 48317	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: SECURA Insurance, A Mutual Company</td><td>22543</td></tr><tr><td>INSURER B: SECURA Supreme Insurance Company</td><td>10239</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: SECURA Insurance, A Mutual Company	22543	INSURER B: SECURA Supreme Insurance Company	10239	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: SECURA Supreme Insurance Company	10239														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER: 23-24 Master****REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	TC3342409	4/27/2023	4/27/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	A3342411	4/27/2023	4/27/2024	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 <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CO3342414	4/27/2023	4/27/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC3342412	4/27/2023	4/27/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Where required by written contract, City of Troy is add'l insured for General Liability (GL) as respects ongoing & completed operations on a primary & non-contributory basis and add'l insured with respects to Automobile liability. GL, Auto & Workers Comp policies include waiver of subrogation on behalf of additional insured as required by written contract and where allowed by law. Umbrella/Excess liability coverage follows form over GL, Auto & Employers Liability.

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATE HOLDER Merissa.Clark@troy.mi.gov City of Troy 500 W. Big Beaver Rd Troy, MI 48084	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Alan Chandler/DCOR 
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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

State	Entity Name	Contract or Project Number	Description of Work	Waiver Premium	Waiver Type
MI	Blanket Waiver of Subrogation		Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.		BLANKET

This endorsement changes the policy to which it is attached effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/27/2021 Policy No. 20-WC-003342412-0 Endorsement No. 000

Insured Peake Asphalt Inc Premium \$

Insurance Company Countersigned by _____

SECURA Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED WRAP

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

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

A. Additional Insured When Required By Written Agreement

1. Operations Performed For An Additional Insured

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

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

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

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

2. Limitations

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

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

B. Additional Insured When Required By Written Agreement – Completed Operations

1. Additional Insured – Completed Operations

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

2. Limitations

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

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

C. Primary And Noncontributory

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

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

Excess Insurance

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

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

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

We waive any right to recover all or part of any payment we have made under this Coverage Part arising out of your ongoing operations or "your work" done under a written agreement requiring such waiver with that person or organization. However, our rights may only be waived prior to the "occurrence" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

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

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

F. Additional Condition

The following condition is added:

Additional Insured Duty To Notify

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

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

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

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

AUTO ADDITIONAL INSURED WRAP

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

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

A. AUTOMATIC ADDITIONAL INSURED – PRIMARY AND NONCONTRIBUTORY

SECTION II – COVERED AUTOS LIABILITY COVERAGE, subsection A. Coverage, paragraph 1. Who Is An Insured is amended to add:

d. (1) Automatic Additional Insured – Primary And Noncontributory

Any person or organization is an additional insured when you and such person or organization have agreed in writing prior to a loss that such person or organization be added as additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto", provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. This insurance is primary and is not contributing with any other insurance carried by the additional insured.

(2) Blanket Lessor Additional Insured Provisions

If the additional insured is a lessor of a "leased auto":

(a) Coverage

- I. Any "leased auto" that is a covered "auto" will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

For a covered "auto" that is a "leased auto" Who Is An Insured is changed to include as an "insured" the lessor.

- II. The coverages provided under this endorsement apply to any "leased auto" until the policy expiration date, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

(b) Loss Payable Clause

- I. We will pay, as interest may appear, you and the lessor for "loss" to a "leased auto".
- II. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- III. If we make any payment to the lessor, we will obtain his or her rights against any other party.

(c) The lessor is not liable for payment of your premiums.

(d) Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that required you to provide direct primary insurance for the lessor.

B. WAIVER -- TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV -- BUSINESS AUTO CONDITIONS, subsection A. Loss Conditions, paragraph 5. Transfer Of Rights Of Recovery Against Others To Us is amended to add:

We waive any right of recovery we may have against any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be waived from recovery because of payments we make for injury or damage arising out of an "accident" and resulting from the ownership, maintenance or use of a covered "auto". However, our rights may only be waived prior to the "accident" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights.



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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED KIMBERLY FENCE AND SUPPLY 6470 E 9 MILE RD WARREN, MI 48091-2671		INSURERS AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 13935

COVERAGES CERTIFICATE NUMBER: 155 REVISION NUMBER: 0

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 INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	6047473	06/20/2023	06/20/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COM/OP AGG \$2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	6047473	06/20/2023	06/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	6047474	06/20/2023	06/20/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A					PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE & A EMPLOYEE E.L. DISEASE - POLICY LIMIT

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

CERTIFICATE HOLDER

358-218-6
CITY OF TROY
500 W BIG BEAVER RD
TROY, MI 48064-5254

CANCELLATION

155 0
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



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.

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PRODUCER AUTOMATIC DATA PROCESSING INS AGCY 76250871 1 ADP BLVD M/S 625 ROSELAND NJ 07068	CONTACT NAME:	
	PHONE (800) 524-7024 (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Accident and Indemnity Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
NAIC# 22357		

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		76 WEG AV1WH8	12/20/2023	12/20/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Those usual to the Insured's Operations. Job Location: The City of Troy DPW Yard 4693 Rochester Rd Troy MI 48085

CERTIFICATE HOLDER

The City of Troy
500 W BIG BEAVER RD
TROY MI 48084-5254

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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AGENCY CUSTOMER ID: 358-218-6

LOC #

ADDITIONAL REMARKS SCHEDULE

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AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED KIMBERLY FENCE AND SUPPLY 6470 E 9 MILE RD WARREN, MI 48091-2671
POLICY NUMBER SEE CERTIFICATE # 155.0		
CARRIER SEE CERTIFICATE # 155.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 155.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

TROY DPW YARD 4693 ROCHESTER RD TROY MI 48045

SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, ADDITIONAL INSURED ALSO INCLUDES: 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.

NO SPECIFIC GENERAL LIABILITY EXCLUSIONS FOR: INDEPENDENT CONTRACTORS, BROAD FORM PROPERTY DAMAGE, AND X, C, U (EXPLOSION, COLLAPSE, UNDERGROUND).

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.

INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.

INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.

FOR NON-PAYMENT OF PREMIUM, 10 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "Insured" under your policy provided that:
1. Such "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 such "Insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "Insured" under your policy provided that:
1. Such "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 such "Insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

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

- A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
- Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.
- In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.
- C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.
- D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
 2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
 3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

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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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

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

2. "Bodily injury" or "property damage" occurring after:

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

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.