

7/7/2014

c) **Standard Purchasing Resolution 2: Sole Bidder Meeting Specifications – Pool Repairs at the Troy Community Center**

Resolution #2014-07-096-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** a contract to furnish all labor, materials, and equipment to re-marcite and re-grout tiles in the pools at the Troy Community Center to the sole bidder; *SonSeeker Pool Masonry LLC of Grand Rapids, MI* for an estimated total cost of \$37,434.50, at prices contained in the bid tabulation opened June 19, 2014, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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

Opening Date – 06/19/2014  
 Date Reviewed -- 06/19/2014

CITY OF TROY  
 BID TABULATION  
 POOL REPAIRS

VENDOR NAME:	<b>Son Seeker Pool Masonry LLC</b>		
	<b>Grand Rapids, MI</b>		
Check #	<b>#930098</b>		
Amount	<b>\$5,000.00</b>		

**PROPOSAL: Furnish all equipment, material and labor to re-marcite and re-grout tiles in the pools at the City of Troy Community Center indoor Leisure and therapy pools in accordance with the specifications.**

**POOL #1 Furnish all labor, materials and equipment to have the LEISURE POOL re-marcited entirely from bottom of pool and tile re-grouted in accordance with the bid specifications.**

**COMPLETE FOR THE SUM OF: \$29,651.50**

**POOL #2 Furnish all labor, materials and equipment to have the THERAPY POOL re-marcited entirely from bottom of pool and tile re-grouted in accordance with the bid specifications.**

**COMPLETE FOR THE SUM OF: \$7,783.00**

**GRAND TOTAL COST: \$37,434.50**

CONTACT INFORMATION:	Hours	8am-5pm		
	24Hr Phone Number	616.531.9999		
	Contact Person	Gloria		

SITE INSPECTION:	Yes or No	Yes		
	Date	June 17, 2014		

REFERENCES:	Yes or No	None provided		
		25% upon contract/25% prep complete/Full payment upon completion		

PROGRESS PAYMENTS:				
COMPLETION DATE:	Yes or No	Yes		
	But offers:			

INSURANCE:	Can Meet	X		
	Cannot Meet			

SIGNATURE PAGE:	Yes or No	Yes		
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PAYMENT TERMS:		Blank		
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WARRANTY:		3yrs Labor/5yr Comm Material		
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EXCEPTIONS:	Yes or No	Blank		
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SCHEDULE OF VALUES:	Attached	Yes		
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BIDDER QUESTIONNAIRE:	Attached	Yes		
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FCRMS:		Yes		
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**DENOTES SOLE BIDDER MEETING SPECIFICATIONS**

**ATTEST:**  
 Enna A. Bachelor  
 Brian Goul  
 Susan Reisterer

  
 MaryBeth Murz,  
 Purchasing Manager





CITY OF TROY  
BID PROPOSAL

ITB-COT 14-14  
PAGE 1 OF 7

The undersigned proposes to **FURNISH ALL EQUIPMENT, MATERIAL AND LABOR TO RE-MARCITE AND RE-GROUT TILES IN THE POOLS AT THE CITY OF TROY COMMUNITY CENTER INDOOR LEISURE AND THERAPY POOLS** in accordance with the attached specifications, which are to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: SON SEEKER POOL MASONRY

**The document contains the following sections:**

Instructions to bidders (3 pages)	Contractor's Affidavit (1 page)
Bid Proposal (7 pages)	Contractor's Declaration (1 page)
Schedule of Values (1 page)	Final Waiver of Lein (1 page)
Bidder Questionnaire (1 page)	General Specifications (2 pages)
Legal Status of Bidder (1 page)	Technical Specifications (4 pages)
Non-Collusion Affidavit (1 page)	Public Act 57 (2 pages)
Debarment Certification (1 page)	Consent of Surety (1 page)
Iran-Linked Business Certification (1 page)	Sample Insurance Certificate (1 page)
Contract Form (1 page)	Statement of No Bid (1 page)

**PROPOSAL:** Re-marcite and Re-grout tile at the Pools at the Troy Community Center

**POOL #1:** Furnish all labor, materials, and equipment to have the **Leisure Pool** Re-marcited entirely from bottom of pool and tile re-grouted in accordance with the attached specifications

**COMPLETE FOR THE SUM OF: \$ 29,651.50**

**POOL #2:** Furnish all labor, materials, and equipment to have the **Therapy Pool** Re-marcited entirely from bottom of pool and tile re-grouted in accordance with the attached specifications

**COMPLETE FOR THE SUM OF: \$ 7,783.00**

**GRAND TOTAL FOR BOTH POOLS: \$ 37,434.50**

**SCHEDULE OF VALUES:** The City of Troy may be required to add or delete work due to unforeseen circumstances. Therefore, a unit price schedule shall be attached to your bid document at the time of submission which indicates unit prices for all items to be used during the course of the project.

**A SCHEDULE OF VALUES FORM IS ATTACHED AND MUST BE COMPLETED AND RETURNED WITH THE BID AT THE TIME OF SUBMISSION.**

**NOTE:** All items of work noted in the specifications that are not specifically noted in the proposal shall be considered as included in the contract and shall be constructed at no extra cost to the City of Troy.

**ADDITIONAL INFORMATION:** For additional information or questions concerning this project please contact: **Kelly Molinar, Recreation Supervisor at (248) 524-3484.**

**SPECIAL INSTRUCTIONS**

- All bidders are held to bid prices for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm for the entire contract period.
- Final bid results will be posted on the MITN website after award. Please register to see results - [www.mitn.info](http://www.mitn.info).

**CONTACT INFORMATION:** Hours of Operation: 8-5<sup>am</sup> pm  
24 Hr Phone Number: 6165319999 Contact Person GLORIA

**SITE INSPECTION:**

All bidders should examine the site 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 **Kelly Molinar or Brian Goul at (248) 524-3484** to schedule an appointment between the hours of 8:00 am - 4:00 pm, Monday through Friday.

- Our company visited the site on 6/17/14.
- Our company did not visit the site.

**REFERENCES:**

Please submit a list of FIVE CUSTOMERS who have had similar work performed by your company in the last five (5) years in the State of Michigan. Include the name of the company, the address, phone number, contact person, and email:

*\* SEE ATTACHED SHEET \**

**COMPANY:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**PHONE:** \_\_\_\_\_ **CONTACT:** \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

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**ADDRESS:** \_\_\_\_\_  
**PHONE:** \_\_\_\_\_ **CONTACT:** \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

**COMPANY NAME:** SONSEEKER POOL MASONRY

**PERMITS:** The City of Troy and State Health Department do not require permits or inspections for this work.

**PROGRESS PAYMENTS:** The successful bidder shall establish with the City of Troy, the procedure for payment and retainages prior to commencement of work on this project. Each bidder should attach a progress payment schedule to the bid document at the time of bid submission.

Progress payments will be approved by the designated City representative in accordance with the schedule of payments the successful bidder submits with their proposal. The City of Troy reserves the right to withhold payments for work which is incomplete, shoddy, or not as specified, or until full acceptance for the portion of work completed which is being invoiced. The decision made by the City's representative concerning acceptable workmanship will be deemed in the City's best interest. Prior to release of the final payment, consent of surety document (AIA Document G707) will be required and signed by the surety Company.

Proposed Payment Schedule: 25% UPON CONTRACT / 25% WHEN PREP Comp / FULL PAYMENT UPON COMPLETION

**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:** The contractor shall abide by all requirements provided in Public Act 57 (Copy attached).

**COMPLETION DATE:** Once the Contractor moves supplies and materials to the work site, work shall commence and be completed between **August 18 and August 25, 2014**. The City of Troy is the only party to this contract that may authorize amendment to this schedule.

Our Company can meet this delivery / installation schedule

Our company cannot meet this delivery / installation schedule but offers: \_\_\_\_\_

**AWARD:** The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, references, and the correlation of the proposal submitted to the needs of the City of Troy.

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

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

**DELIVERY:** All materials are to be F.O.B. delivered freight paid, to City of Troy- Troy Community Center, 3179 Livernois, Troy, MI 48083 - **Please call Kelly Molinar, Recreation Supervisor at (248) 524-3484** prior to delivery of any materials to the installation site.

COMPANY NAME: SON SEEKER POOL MASONRY

**INSURANCE:** Insurance Requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE**. The required Insurance Certificate must be submitted to the Purchasing Department, within 5 days of the verbal/ electronic request. The bid cannot be completely awarded without this Insurance Certificate. The Insurance Certificate may be faxed to **(248) 248.619.7608**, and is the only bid document accepted in this format.

\*NEED \*  
TO KNOW  
WHAT  
REQUIREMENTS  
ARE?

- ( ) 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 bid proposal is reduced by \$ \_\_\_\_\_ if we lower the requirements 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 or a letter from your insurance agent or carrier that the insurance to be supplied will meet specifications SHOULD be attached to the bid proposal document at the time of submission of the bid 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 bid 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 that details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

**Letter Verification:** If not submitted with the bid documents as requested, the successful bidder will be notified to submit a letter from their *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the successful 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.

COMPANY NAME: SONSEEKER



**CONTRACT DOCUMENT:** After the Troy City Council has approved the award; the successful bidder will be required to sign the Contract Form (provided in the Contract Documents Section) prior to commencing with the project. The purchase order issued in conjunction with the Contract Form from the City of Troy will create a bilateral contract between the parties and commit the successful bidder to perform the contract in accordance with specifications.

**DESIGNATED CITY REPRESENTATIVE:** Kelly Molinar, Recreation Supervisor is the designated City Representative for this project.

**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 one (1) 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 and Payment 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.**

**BID DEPOSIT AND FORFEITURE:** The bid deposit of the lowest bidder shall be forfeited if, after bid opening, a change in 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.

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

**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.

It will be the successful bidder's responsibility to ensure that any subcontractor performing work on this project is capable of doing the work as specified. The designated City representative retains the right to evaluate the work performed by or on behalf of the successful bidder and reserves the right to reject any work performed that is not in accordance with the specifications or is considered to be poor workmanship. Payment will not be made until the successful bidder has corrected any deficiencies found to the satisfaction of the designated City representative.

**IMPORTANT:** The City shall have the right to require by written order, changes in, additions to, or deductions from the work required by the bid 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 changes, 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.

COMPANY NAME: SON SEEKER

**SIGNATURE PAGE**

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

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:



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

COMPANY SONSEEKER

ADDRESS 2413 EAGLE DR CITY Holland STATE MI ZIP 49424

PHONE NUMBER (616) 531-9999 FAX NUMBER (616) 588-5909

COMPANY REPRESENTATIVE'S NAME: BRIAN J MALONE  
(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:



TERMS: \_\_\_\_\_

WARRANTY: 3yr Labor / 5yr Com. MATERIAL

Please check, if P-cards are an accepted form of payment.

DELIVERY: \_\_\_\_\_ E-MAIL: SONSEEKER@ATT.NET

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

ACKNOWLEDGEMENT: I, BRIAN MALONE, certify that I have read the *Instructions to Bidders* (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, [www.mitn.info](http://www.mitn.info) 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(s) 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 are to be quoted in U. S. Currency.

**Final Insurance Certificate Submission:** After approval by Troy City Council, the City of Troy will provide verbal / electronic notification to submit within (5) five days an insurance certificate in accordance with specifications, if not previously submitted and approved. 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 debarred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

COMPANY NAME: SON SEEKER



BIDDER QUESTIONNAIRE

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

- Your company has been in business since 20 (years)
- Has your company been in Chapter 7 during the last ten (10) years?  
( ) Yes When: \_\_\_\_\_  No
- How many years of experience do you have in doing re-marcing work? 25 Years
- Our Company has completed 250 re-marcing projects in the last year.
- If applicable, list all proposed subcontractors to be used in the performance of this contract and the work to be performed by each. Include a complete list and references of all subcontractors and sub-subcontracts.  
NONE

- List Tradesmen who would be assigned to this project:**  
Please 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
Foreman	Maest	Plm PLASTER	15 yrs

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: [Signature]  
 Company: SON SEEKER  
 Address: 2413 EAGLE DR  
Livonia MI  
 Phone Number: 616-531-9999



**SCHEDULE OF VALUES**

Your company **MUST** complete this form.

Supply List	Unit Cost
LUNA QUARTZ - MACTEKIQUE (BATCH)	\$ 250 <sup>00</sup>
BOND COAT (BAG)	\$ 55 <sup>00</sup>
REPLACEMENT TILE - FT2	\$ 10 <sup>00</sup>
MURATIC ACID - GAL.	\$ 7 <sup>50</sup>

Note: Individual equipment prices and labor costs to install those items are requested if the quantity changes during project implementation.

ADDITIONAL MATERIALS:	UNIT PRICE
- AS ABOVE -	\$
	\$
	\$
	\$
<b>LABOR:</b>	
12x12 TILE -	\$ 27.00 FT2
REMOVE EXTRA MALECTE (OVER 10%)	\$ 2.50 FT2
	\$
<b>EQUIPMENT:</b>	
	\$
	\$
	\$

**Note:** If more space is required, attach additional sheets if needed but use the format established above.

Please include prices for additional services necessary, if additional work results from a change to the Scope of Work.

COMPANY NAME: SON SEEKER



<b>GENERAL SPECIFICATIONS RE-MARCITING AND RE-TILING POOLS</b>
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**Contractor Specifications:**

Only contractors with a minimum of 5 years experience in this area shall qualify to perform the services described herein either with their own forces or that of a subcontractor. The bidding contractor is solely responsible for the finished product(s). All insurance(s) shall be in place to best protect the owner through this process and must be submitted as specified. Bidders will be responsible for the pool and related amenities for the duration of this process including filling of the pool. The cost of water shall be paid by the City.

The City will be responsible for draining of the pool. The Bidding Contractor is responsible for preparation, bond coat and the labor to fill the pool. Bidding Contractor will supply a schedule to be approved by the City Representative for re-grouting tile and re-marciting to ensure the project will be completed correctly and on time. Contractors shall hold harmless the owner for any and all eventual claims. Claims such as hydrostatic pressure, evaporation and staining shall be the responsibility of each bidding contractor as well as the protection of the areas through the duration of the work as stated herein. Contractors shall have a service staff capable of performing all services deemed necessary to complete any phases of the work bid.

**I. Scope of Work***Leisure Pool:*

Length 57'-77', width 20'-24'-31', minimum depth 0', maximum depth 4', shape U, volume 82,600 gal. Lap lane tile markings on the side and bottom re-grouted, loose and hollow marcite removed and re-marcite the entire pool from bottom of the pool. Entire surface must be smooth and flush. Grout tile with white sanded grout. Caulk under gutter after chipping is complete.

*Therapy Pool:*

Length 35'-38', width 20', minimum depth 3', maximum depth 4', shape rectangle, volume 15,700 gal. Step tiles re-grouted, loose and hollow marcite removed and re-marcite the entire pool from bottom of the pool. Grout tile using white sanded grout. Caulk under gutter after chipping is complete

**II. Examination of Site**

The bidder acknowledges that he has examined the site and specifications and the submission of a proposal shall be considered evidence that examination has been made. Contact Brian Goul or Kelly Molinar at (248) 524-3484 to set up an appointment.

**III. Time of completion:**

The project shall be totally completed between August 18 and August 25, 2014.

**IV. Construction Site:**

The construction site is located at 3179 Livernois, Troy Michigan. The contractor shall prohibit public access into the work areas, by cordons, barricades, fencing, or other means and shall restrict his operations to only those areas directly affected by the work.

**V. Existing Conditions:**

The contractor shall reasonably verify the existing conditions identified in the contract documents. Exact location of underground utilities shall be determined prior to construction by contacting applicable agencies. (Miss Dig: 1-800-482-7171).

**VI. Other reference specifications:**

The latest issues of the industry standards referenced herein form a part of these specifications to the extent referenced. They may be referred to in the text by abbreviation and by basic designation only.

**VII. Submittals:**

Prior to incorporation of materials into the work, the Contractor shall submit the following items to the designated City representative for approval (1 copy each):

- c. Submit work progress schedules prior to commencement of work. This should include the schedule of prep work, the coordination of grouting tile and marcite work and estimated completion date.
- b. Submit complete manufacture's product data and color samples prior to incorporation of items into the work, as specified herein.
- c. Submit Maintenance data prior to completion of the work.

**VIII. Quality Assurance and Testing:**

The Contractor shall perform his own quality assurance and testing of equipment, materials or other work, unless otherwise specified, to ensure conformance to the Contract Documents. Inspection of the work and approval of progress payments by the City will not relieve the contractor from performing in accordance with the Contract documents. The City reserves the right to withhold a progress payment for incomplete or shoddy work. The designated City of Troy representative shall be the only party that determines whether the work is acceptable.

<b>TECHNICAL SPECIFICATIONS POOL RE-MARCITING - PREPARATION AND REPAIRS</b>
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**PART 1 – GENERAL**

**1.01 SCOPE:** Furnish all equipment, materials, supplies, and labor as may be required or necessary to completely re-marcite the leisure pool, and therapy pool wall and floor surfaces entirely from bottom of pools; provide repairs as specified herein.

**1.02 GUARANTEE:** The Contractor shall provide a written two year guarantee against spalling, chipping, or overall failure of the finish. Should the owner determine that the finished product(s) are not acceptable the Contractor shall immediately respond to such claims and make any repairs acceptable to the owner.

**PART 2 – PRODUCTS**

**2.01 ACID ETCH:** Undiluted muriatic acid, formulated for the use intended.

**2.04 BOND COAT:** Polymer-enhanced cementitious re-plastering compound. Coverage, 200 square feet maximum per each 65 pound unit. Bonding strength as per ASTM C297, 350 psi minimum. CRS Bond Kote 2000 or approved alternate.

**2.05 AGGREGATE:** Material shall be a marble-based aggregate and shall consist of particles of white Georgia marble, specifically graded and blended for pool marcite application. There shall not be an excess of fines, and the coarse particles shall not exceed 1/16 inch in size.

**2.06 ADMIXTURES:** Admixtures shall be blended with the marble aggregate, which enhance the marcite whiteness or coloration and which facilitate the toweling properties of the plaster mix. Aggregate admixtures may include 3M proprietary colored quartz granules and color pigmentation. Finish color shall be as approved by the designated City Representative.

**2.07 PLASTER MIX:** The marcite mix shall consist of 3 bags of Lehigh white cement, 5 bags of pool mix, and two bags of 50# blue quartz or approved alternative.- The marcite aggregate and cement shall be mixed with sufficient water for proper hydration in order to produce a consistency for a smooth toweled finish.

**2.08 PATCHING MORTAR:** Patching mortar for repair of deteriorated concrete pool substrate shall be a 2-component, silica fume-enhanced polymer-modified Portland cement mortar, Sikatop Plus SF, or approved alternate.

**PART 3 – EXECUTION**

**3.00 GENERAL:** The surface of marble plaster shall be applied by skilled tradesmen having a minimum of three years experience in the application of pool marcite finish to gunite or shotcrete swimming pool interiors. The Contractor shall provide written proof of such experience upon request. All products specified herein or otherwise used on the Work shall be applied in accordance with manufacturer's recommendations.

Technical Specifications - continued  
Re-marciting and Re-tiling Pools  
Page 2 of 3

**3.01 POOL WATER:** The City will assist the Contractor in the initial draining of the pool.

**3.02 RESIDUAL POOL WATER:** The Contractor shall drain all residual pool water and maintain continual dewatering during construction operations.



**3.03 DEBRIS REMOVAL:** The Contractor shall remove all accumulated debris from the pool, including leaves, trash, and construction materials. All debris shall be secured in appropriate containers and removed and properly disposed of off aquatic center property by the Contractor.

**3.04 REMOVAL OF EXISTING MARCITE SURFACE**

A. Removal Existing Marcite: Contractor shall remove all existing marcite.

B. Under Gutter: Remove all loose and hollow existing marcite and other material down to the gunite substrate, to a width of at least 3 inches, for the entire length of the stainless steel pool gutter.

C. Floor Return Fixtures: Remove all loose and hollow marcite finish around floor return fixtures as necessary to provide a flush surface finish.

D. Other Areas: Where proposed marcite abuts existing surfaces, all loose and hollow marcite shall be neatly removed as necessary to provide a flush surface finish. The Contractor shall grind out existing marcite under the waterline tile and around all fittings and fixtures.

**3.05 ATTACHED FIXTURES:** The Contractor shall inspect existing fixtures, including gratings, lights, and other items attached to the pool walls and floor, and shall re-secure and perform minor adjustments and repairs as necessary.

**3.06 SURFACE PREPARATION**

A. Removal and Repair: All deteriorated, hollow or loose materials, including marcite, gunite, and concrete shall be removed before the new finish is applied. Defective areas shall be chipped or ground out and thoroughly cleaned. Areas shall be patched with patching mortar. The Contractor shall repair any cracks in the concrete or gunite.

B. Install approved Bond Coat as required in specifications.

C. Cleaning and Acid Wash: After loose material has been removed and repairs have been made, all surfaces shall be thoroughly cleaned of debris. Surfaces shall then be acid etched.

**3.07 BOND COAT:** Apply bond coat to cleaned and prepared substrate prior to application of marcite.

**3.08 RE-MARCITING:** The new marcite surface shall be troweled on walls and floor to a thickness ranging between 3/8 inch and 1/2 inch, and matching adjacent surfaces flush. Fill core holes in pool floor with patch mortar or a water plugging hydraulic cement. Clean excess marcite material from gutter, surrounding deck areas, and other areas as necessary or directed.

**3.09 REFILLING POOL:** Upon completion of re-marciting work, the Contractor shall coordinate with City to refill the pool. Water level shall be to bottom of gutter.

**TECHNICAL SPECIFICATIONS**  
**POOL TILE RE-GROUTING**

**PART 1 – GENERAL**

*1.01 SCOPE:* Furnish all equipment, materials, supplies, and labor as may be required or necessary for re-grouting tile in the leisure pool, and therapy pool. The owner must approve any other unforeseen repairs in advance.

*1.02 GUARANTEE:* Should the owner determine that the finished product(s) are not acceptable the Contractor shall respond immediately to such claims and make any repairs acceptable to the owner.

**PART 2 – PRODUCTS**

*2.01 ACID ETCH:* Diluted muriatic acid, formulated for the use intended.

*2.04 GROUT:* White sanded grout.

**PART 3 – EXECUTION**

*3.01 GENERAL:* The re-grouting of tile shall be done by skilled tradesmen having a minimum of three years experience in these areas as related to outdoor swimming pools. The Contractor shall provide written proof of such experience upon request. All products specified herein or otherwise used on the work shall be applied in accordance with manufacturer's recommendations.

*3.04 SURFACE PREPARATION*

- A. Tile Re-grouting:  
The Contractor shall furnish all materials as specified.

*3.05 CLEANING:* The Contractor shall clean all tile, coping and construction areas after work is complete.

*3.06 DEBRIS AND REMOVAL:* The Contractor shall ensure the areas around the area are protected from dust and debris by furnishing appropriate protection during the process. In addition they will remove all accumulated debris from the pool, including trash, and construction materials. All debris shall be secured in appropriate containers and removed and properly disposed of off property by the Contractor.

**DESCRIPTIVE LITERATURE:**

Please attach descriptive materials that are available on the product(s) quoted.



STATEMENT OF NO BID  
CITY OF TROY

**BID NUMBER:** ITB-COT 14-14  
**TITLE:** POOL REPAIRS

**Please Send or Fax To:**  
City of Troy Purchasing Department  
500 W. Big Beaver Rd.  
Troy, MI 48084

Fax Number: (248) 619-7608

We, the undersigned, have declined to bid on the subject bid for the following reasons:

Check All That Apply	REASON
<input type="checkbox"/>	Our company does not handle the type of product / service
<input type="checkbox"/>	We cannot meet the specifications nor provide an approved alternate – please explain below
<input type="checkbox"/>	Our company is not interested in bidding at this time
<input type="checkbox"/>	Job is too small
<input type="checkbox"/>	Job is too large
<input type="checkbox"/>	Cannot be competitive
<input type="checkbox"/>	Liability Issues such as insurance, bonding, indemnification, hold harmless
<input type="checkbox"/>	Insufficient time to respond – please explain below
<input type="checkbox"/>	Our company's schedule would not permit performance of the specifications
<input type="checkbox"/>	Other – describe below

NA

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMPANY INFORMATION:**

COMPANY NAME: \_\_\_\_\_  
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

FAX NUMBER: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

**IMPORTANT NOTE:** To qualify as a respondent to the bid, the vendor must submit a bid or return this completed form.

**VENDOR REGISTRATION:** The City of Troy uses the MITN website for vendor registration, bid and tabulation posting, award information and other processes. Final bid results will be posted on the MITN website after award. Please register to see results - [www.mitn.info](http://www.mitn.info).



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 SONSCORP, 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, is:

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

---

AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

*[Handwritten Signature]* \_\_\_\_\_



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

BRIAN MALONE 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.

Brian Malone  
SIGNATURE OF PERSON SUBMITTING BID

M. Villarreal  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 18 day of June, 2014 in and for \_\_\_\_\_  
Kent County.

My commission expires:  
12-4-14





**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:

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.

Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and

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:

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;

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

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.

Name of Agency/Company/Firm (Please Print)

SONSEEKER

Name and title of authorized representative (Please Print)

BRIAN MALONE / PRESIDENT

Signature of authorized representative

Date

6/17/14

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	SONSEEKER
Legal Name	SONSEEKER POOL MASONRY
Street Address	2413 EAGLE DR
City	Holland
State, Zip	MI 49424
Corporate I.D. Number/State	BCD LIC # 2102169931
Taxpayer I.D. #	30-019-4772

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

Signature of Vendor's Authorized Agent: 

Printed Name of Vendor's Authorized Agent: BRIAN J MALONE

Witness Signature: 

Printed Name of Witness: Julia Malone