

h) **Standard Purchasing Resolution 2: Library Upgrades (Skylights, Lintels, Masonry Work)**

Resolution #2016-03-054-J-4h

RESOLVED, That Troy City Council hereby **AWARDS** a contract to remediate existing lintel and skylight conditions at the Troy Public Library as detailed in the attached bid tabulation for an estimated total cost of \$184,656.00 to the low bidder meeting all bid specifications, *Unified Business Technologies, Inc., of Troy, MI*, to be completed in this current Fiscal Year.

BE IT FURTHER RESOLVED, That Troy City Council also hereby **AWARDS** a contract to remediate the masonry conditions as detailed in the attached bid tabulation for an estimated total cost of \$36,856.00 to the low bidder meeting all bid specifications, *Bornor Restoration, Inc. of Lansing, MI*, to be completed d in Fiscal Year 2016/2017 at unit prices contained in the bid tabulation opened March 3, 2016, 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 insurance certificates, performance, labor and material bonds, maintenance bonds and all other specified requirements.

401.790, 7975, 900

# BLANKET ORDER

No. 2016-00001413  
 DATE: 04/05/2016  
 PAGE: 1 of 1  
 FOB DESTINATION

**Ship To**  
 CITY OF TROY  
 Library  
 510 W BIG BEAVER  
 TROY, MI 48084

**Bill To**  
 CITY OF TROY  
 Library  
 510 W BIG BEAVER  
 TROY, MI 48084

**COUNCIL RESOLUTION**  
 2016-03-054-J-4h

**VENDOR NO.** 168270

**Vendor**  
 UNIFIED BUSINESS TECHNOLOGIES  
 353 INDUSCO CT STE C  
 TROY, MI 48083

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Each	<b>SKYLIGHT AND LINTEL REPLACEMENT</b> Provide all labor, materials, tools, equipment and supervision required for the furnishing and installing of the Lintel Beam Replacement and the Skylight Replacements as per all Bid Specifications of ITB-COT 16-09. Contact Phillip Kwik, Assistant Library Director to schedule the start of work; 248 619 7577.	184,656.0000	\$184,656.00

Entered By: MaryBeth Murz

\$184,656.00

**Special Instructions:**

CITY COUNCIL AWARD DATE: 3/21/2016. Certificate of Insurance and all Bonds shall be on file for duration of project.

**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.

HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.

*MaryBeth Murz*

VENDOR NAME:	<b>Unified Business Technologies, Inc</b>
	Troy, MI
Check #	#000994879
Amount	\$6,500.00

**PROPOSAL: Provide all labor, materials, tools, equipment and supervision required for the furnishing and installing of all work herein described, specified and/or shown on the drawings.**

<b>Lintel Beam Replacements:</b>	Base Bid Price	\$	<b>17,601.00</b>
	Sealant Per Lineal Foot	\$	5.18
	Tuck-pointing Per Lineal Foot	\$	5.46
	Brick Per Hundred	\$	3,450.00

<b>Skylight Replacements:</b>	Base Bid Price	\$	<b>167,055.00</b>
	Cleaning Per Square Foot	\$	8.74
	Sealant Per Lineal Foot	\$	4.03
	Tuck-pointing Per Lineal Foot	\$	5.18
	Additional Glass Per Square Foot	\$	32.20

<b>Masonry Cleaning:</b>	Base Bid Price		
	Cleaning Per Square Foot		
	Sealing Per Square Foot		
	Sealant Per Lineal Foot		
	Tuck-pointing Per Lineal Foot		

<b>Grand Total for Entire Remediation Upgrades:</b>	\$	<b>184,656.00</b>
<b>Total by Line Item for Remediation Upgrades:</b>	\$	<b>184,656.00</b>

Contact Information	
Hours	7am-5pm
24 Hr Phone Number	313-588-2141
Progress Payments	Net 30
References	Y
Insurance	Y
Signature Page	Y
Payment Terms	Net 30
Warranty	Yes
Exceptions	None
Forms	Y

CITY OF TROY  
 BID TABULATION  
 TPL REMEDIATION UPGRADES

VENDOR NAME:	<b>Unified Business Technologies, Inc</b>	<b>Bornor Restoration, Inc</b>	
	Troy, MI	Lansing, MI	
Check #	#000994879	#001058863	
Amount	\$6,500.00	\$6,500.00	

**PROPOSAL: Provide all labor, materials, tools, equipment and supervision required for the furnishing and installing of all work herein described, specified and/or shown on the drawings.**

<b>Lintel Beam Replacements:</b>	Base Bid Price	\$ 17,601.00	\$ 28,690.00	
	Sealant Per Lineal Foot	\$ 5.18	\$ 5.00	
	Tuck-pointing Per Lineal Foot	\$ 5.46	\$ 5.00	
	Brick Per Hundred	\$ 3,450.00	\$ 2,500.00	

<b>Skylight Replacements:</b>	Base Bid Price	\$ 167,055.00	\$ 226,182.00	
	Cleaning Per Square Foot	\$ 8.74	\$ 1.50	
	Sealant Per Lineal Foot	\$ 4.03	\$ 5.00	
	Tuck-pointing Per Lineal Foot	\$ 5.18	\$ 5.00	
	Additional Glass Per Square Foot	\$ 32.20	\$ 50.00	

<b>Masonry Cleaning:</b>	Base Bid Price	\$ 43,437.00	\$ 36,856.00	
	Cleaning Per Square Foot	\$ 1.04	\$ 1.50	
	Sealing Per Square Foot	\$ 1.09	\$ 1.00	
	Sealant Per Lineal Foot	\$ 4.03	\$ 5.00	
	Tuck-pointing Per Lineal Foot	\$ 5.46	\$ 5.00	

<b>Grand Total for Entire Remediation Upgrades:</b>	\$ 228,093.00	\$ 291,728.00	\$ -
<b>Total by Line Item for Remediation Upgrades:</b>	\$ 184,656.00	\$ 36,856.00	
<b>Cost Savings awarding by Line Item for Upgrades:</b>	\$ 6,581.00		
Contact Information			
Hours	7am-5pm	7am-5pm	
24 Hr Phone Number	313-588-2141	517-915-8532	
Progress Payments	Net 30	25th of the month	
References	Y	Y	
Insurance	Y	N	
Signature Page	Y	Y	
Payment Terms	Net 30	Net 30	
Warranty	Yes	As Specified	
Exceptions	None	None	
Forms	Y	Y	

**BOLDFACE TYPE DENOTES LOW BIDDER MEETING SPECIFICATIONS BY LINE ITEM.**

ATTEST:  
 Phillip Kwik  
 Enna Bachelor  
 Susan Reisterer

  
 MaryBeth Murz,  
 Purchasing Manager

CITY OF TROY  
BID TABULATION  
TPL REMEDIATION UPGRADES

VENDOR NAME:	<b>Unified Business Technologies, Inc</b>	<b>Bornor Restoration, Inc</b>	
	Troy, MI	Lansing, MI	
Check #	#000994879	#001058863	
Amount	\$6,500.00	\$6,500.00	

**PROPOSAL: Provide all labor, materials, tools, equipment and supervision required for the furnishing and installing of all work herein described, specified and/or shown on the drawings.**

<b>Lintel Beam Replacements:</b>	Base Bid Price	\$ <b>17,601.00</b>	\$ 28,690.00	
	Sealant Per Lineal Foot	\$ 5.18	\$ 5.00	
	Tuck-pointing Per Lineal Foot	\$ 5.46	\$ 5.00	
	Brick Per Hundred	\$ 3,450.00	\$ 2,500.00	

<b>Skylight Replacements:</b>	Base Bid Price	\$ <b>167,055.00</b>	\$ 226,182.00	
	Cleaning Per Square Foot	\$ 8.74	\$ 1.50	
	Sealant Per Lineal Foot	\$ 4.03	\$ 5.00	
	Tuck-pointing Per Lineal Foot	\$ 5.18	\$ 5.00	
	Additional Glass Per Square Foot	\$ 32.20	\$ 50.00	


<b>Masonry Cleaning:</b>	Base Bid Price	\$ 43,437.00	\$ <b>36,856.00</b>	
	Cleaning Per Square Foot	\$ 1.04	\$ 1.50	
	Sealing Per Square Foot	\$ 1.09	\$ 1.00	
	Sealant Per Lineal Foot	\$ 4.03	\$ 5.00	
	Tuck-pointing Per Lineal Foot	\$ 5.46	\$ 5.00	

<b>Grand Total for Entire Remediation Upgrades:</b>	\$ 228,093.00	\$ 291,728.00	\$ -
<b>Total by Line Item for Remediation Upgrades:</b>	\$ <b>184,656.00</b>	\$ <b>36,856.00</b>	
<b>Cost Savings awarding by Line Item for Upgrades:</b>	\$ 6,581.00		

Contact Information			
Hours	7am-5pm	7am-5pm	
24 Hr Phone Number	313-588-2141	517-915-8532	
Progress Payments	Net 30	25th of the month	
References	Y	Y	
Insurance	Y	N	
Signature Page	Y	Y	
Payment Terms	Net 30	Net 30	
Warranty	Yes	As Specified	
Exceptions	None	None	
Forms	Y	Y	

**BOLDFACE TYPE DENOTES LOW BIDDER MEETING SPECIFICATIONS BY LINE ITEM.**

ATTEST:  
Phillip Kwik  
Enna Bachelor  
Susan Reisterer

  
MaryBeth Murz,  
Purchasing Manager

## REVISED PRICE SHEET ITB-COT 16-09 - ADDENDUM #2

The undersigned proposes to TROY PUBLIC LIBRARY REMEDIATION & UPGRADES in accordance with the attached bid specifications and plans that are to be considered an integral part of this bid proposal, at the following prices:

COMPANY NAME: UNIFIED BUSINESS TECHNOLOGIES, INC.

The bid document contains the following sections:

Instructions to Bidders (2 pages)	Specifications – (121 pages)
Bid Proposal (7 pages)	Sample Insurance Certificate (1 page)
Forms (8 forms)	Statement of No Bid (1 page)
Public Act 57 (2 pages)	Plans (9 pages)
Consent of Surety - Sample (1 page)	

**PROPOSALS:** The undersigned as bidder declares that he/she having examined the plans and specifications with the related documents and the site 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, equipment materials, and supplies, to complete the program in accordance with the bid specifications, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this Proposal is part.

BID PROPOSAL: Provide all labor, materials, tools, equipment and supervision required for the furnishing and installing of all work herein described and/or shown on the drawings.

BASE BID: Provide all labor, materials, tools, equipment and supervision required for the furnishing and installing of Lintel Beam Replacements at the Troy Public Library as per all work herein described and/or shown on the drawings and as per all bid specifications.

BASE BID PRICE: \$ 17,601

UNIT PRICES

SEALANT: 5.18 /PER LINEAL FOOT

TUCKPOINTING: 5.46 /PER LINEAL FOOT

BRICK: 3,450 /PER HUNDRED

BASE BID: Provide all labor, materials, tools, equipment and supervision required for the furnishing and installing of Skylight Replacements at the Troy Public Library as per all work herein described and/or shown on the drawings and as per all bid specifications.

BASE BID PRICE: \$ 156,476

UNIT PRICES

CLEANING: 8.74 /SQUARE FOOT

SEALANT: 4.03 /LINEAL FOOT

TUCKPOINTING: 5.18 /LINEAL FOOT

ADDITIONAL GLASS: 32.20 /SQUARE FOOT

BASE BID: Provide all labor, materials, tools, equipment and supervision required for the furnishing and execution of all **Masonry Cleaning** at the Troy Public Library as per all work herein described and/or shown on the drawings and as per all bid specifications.

BASE BID PRICE: \$ 43,437

UNIT PRICES

CLEANING: 1.04 /SQUARE FOOT

SEALING: 1.09 /SQUARE FOOT

SEALANT: 4.03 /LINEAL FOOT

TUCKPOINTING: 5.46 /LINEAL FOOT

GRAND TOTAL FOR ENTIRE REMEDITATION & UPGRADE (as specified):

\$ 217,514

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**UNIT PRICES:**

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

**MANDATORY PRE-BID MEETING:**

A Mandatory Pre-Bid Meeting will be held on Friday February 19, 2016 at 10:00 am at the Troy Public Library 510 West Big Beaver, Troy, Michigan 48083. Enter the main entrance of the Library. Meeting will be held in the Library Conference Room. The meeting will be held with prospective bidders to answer and/or clarify questions regarding bid specifications and plans.

**ADDITIONAL INFORMATION:**

For additional information or questions concerning this project, please contact Mr. Phillip Kwik, Assistant Library Director at (248) 619-7577 or [KwikPJ@troymi.gov](mailto:KwikPJ@troymi.gov) between the hours of 8:00 a.m. to 4:00 p.m., Monday through Thursday.

**SITE INSPECTIONS:**

All bidders should examine the site and field verify all plans and measurements to determine the amount and scope of work to be performed as per the bid specifications. If the bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal.

**PERMITS:**

All work performed must meet City and State Code. The Contractor shall obtain all applicable and required permits and arrange for inspections. All fees for said permits will be waived.

**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.

**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 bid 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

**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 Troy Public Library work site.

**CONTACT INFORMATION:**

Hours of operation: 7am - 5 pm 24 Hr. Contact Phone No. 313 588 2141

**LOCAL PREFERENCE:**

The City of Troy reserves the right to award a contract to a local business, one that 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.



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.

**PREVAILING WAGES:**

This is not a Prevailing Wage project.

COMPANY NAME: Unified Business Technologies, Inc

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

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

We can meet the specified insurance requirements.

We cannot meet the specified insurance requirements.

We do not carry the specified limits but can obtain the additional insurance coverage of \$ \_\_\_\_\_, at the cost of \$ \_\_\_\_\_.

**NOTE:** Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

Our proposal is reduced by \$ \_\_\_\_\_ if we lower the requirement to \$ \_\_\_\_\_.

**NOTE:** Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

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

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

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

**INSURANCE VERIFICATION:**

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

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

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

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

COMPANY NAME: Unified Business Technologies, Inc

I, the undersigned bidder, have read this Addendum 1 and have integrated the clarification(s) and or change(s) into the *Bid Proposal and Specifications* for ITB-COT 16-09, REMEDIATION AND UPGRADES AT THE TROY PUBLIC LIBRARY at 510 West Big Beaver. All other items in the original bid proposal remain the same. This Addendum 2 should be attached to the top of the Bid Proposal packet at the time of submission, on or before **Thursday, March 10, 2016 at 10:00 AM EDT** in the office of the City Clerk.

COMPANY:

Unified Business Technologies, Inc.

NAME OF AUTHORIZED COMPANY REPRESENTATIVE:

Dianne Benoit

SIGNATURE:

Dianne Benoit

ADDRESS:

353 Indusco Court, Ste C

Troy, MI 48063

DATE:

3/9/16

# BLANKET ORDER

No. 2016-00001514  
 DATE: 04/19/2016  
 PAGE: 1 of 1  
 FOB DESTINATION

**Ship To**  
 CITY OF TROY  
 Library  
 510 W BIG BEAVER  
 TROY, MI 48084

**Bill To**  
 CITY OF TROY  
 Library  
 510 W BIG BEAVER  
 TROY, MI 48084

**COUNCIL RESOLUTION**  
 2016-03-054-J-4h

**VENDOR NO.** 171123

**Vendor**  
 BORNOR RESTORATION INC  
 525 FILLEY  
 LANSING, MI 48906

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Each	MASONRY REMEDIATION Provide all labor, materials, tools, equipment and supervision required for the remediation of the masonry as per all Bid Specifications of ITB-COT 16-09 at the Troy Public Library. Contact Phillip Kwik, Assistant Library Director to schedule the start of work; 248 619 7577.	36,856.0000	\$36,856.00
				\$36,856.00

Entered By: MaryBeth Murz

**Special Instructions:**

CITY COUNCIL AWARD DATE: 3/21/2016. Certificate of Insurance and all Bonds shall be on file for duration of project.

**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.

*MaryBeth Murz*

CITY OF TROY  
PURCHASE ORDER  
TPL REMEDIATION UPGRADES

VENDOR NAME:	<b>Bornor Restoration, Inc</b>
	Lansing, MI
Check #	#001058863
Amount	\$6,500.00

**PROPOSAL: Provide all labor, materials, tools, equipment and supervision required for the furnishing and installing of all work herein described, specified and/or shown on the drawings.**

<i>Masonry Cleaning:</i>	Base Bid Price	\$	<b>36,856.00</b>
	Cleaning Per Square Foot	\$	1.50
	Sealing Per Square Foot	\$	1.00
	Sealant Per Lineal Foot	\$	5.00
	Tuck-pointing Per Lineal Foot	\$	5.00

<b>Total by Line Item for Remediation Upgrades:</b>	\$	<b>36,856.00</b>
<b>Cost Savings awarding by Line Item for Upgrades:</b>		
Contact Information		
Hours		7am-5pm
24 Hr Phone Number		517-915-8532
Progress Payments		25th of the month
References		Y
Insurance		N
Signature Page		Y
Payment Terms		Net 30
Warranty		As Specified
Exceptions		None
Forms		Y

## REVISED PRICE SHEET ITB-COT 16-09 - ADDENDUM #2

The undersigned proposes to TROY PUBLIC LIBRARY REMEDIATION & UPGRADES in accordance with the attached bid specifications and plans that are to be considered an integral part of this bid proposal, at the following prices:

COMPANY NAME: Bornor Restoration, Inc.

The bid document contains the following sections:

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Public Act 57 (2 pages)	Plans (9 pages)
Consent of Surety - Sample (1 page)	

PROPOSALS: The undersigned as bidder declares that he/she having examined the plans and specifications with the related documents and the site 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, equipment materials, and supplies, to complete the program in accordance with the bid specifications, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this Proposal is part.

BID PROPOSAL: Provide all labor, materials, tools, equipment and supervision required for the furnishing and installing of all work herein described and/or shown on the drawings.

BASE BID: Provide all labor, materials, tools, equipment and supervision required for the furnishing and installing of Lintel Beam Replacements at the Troy Public Library as per all work herein described and/or shown on the drawings and as per all bid specifications.

BASE BID PRICE: \$28,690.00

UNIT PRICES

SEALANT: \$5.00 /PER LINEAL FOOT

TUCKPOINTING: \$5.00 /PER LINEAL FOOT

BRICK: \$2,500.00 /PER HUNDRED

BASE BID: Provide all labor, materials, tools, equipment and supervision required for the furnishing and installing of Skylight Replacements at the Troy Public Library as per all work herein described and/or shown on the drawings and as per all bid specifications.

BASE BID PRICE: \$226,182.00

UNIT PRICES

CLEANING: \$1.50 /SQUARE FOOT

SEALANT: \$5.00 /LINEAL FOOT

ITB-COT 16-09 Addendum #2  
Revised Price Sheet  
Page 2 of 2

TUCKPOINTING:     \$5.00     /LINEAL FOOT  
ADDITIONAL GLASS:   \$50.00   /SQUARE FOOT

BASE BID: Provide all labor, materials, tools, equipment and supervision required for the furnishing and execution of all **Masonry Cleaning** at the Troy Public Library as per all work herein described and/or shown on the drawings and as per all bid specifications.

BASE BID PRICE:   \$36,856.00  

UNIT PRICES

CLEANING:     \$1.50     /SQUARE FOOT  
SEALING:     \$1.00     /SQUARE FOOT  
SEALANT:     \$5.00     /LINEAL FOOT  
TUCKPOINTING:   \$5.00   /LINEAL FOOT


**GRAND TOTAL FOR ENTIRE REMEDITATION & UPGRADE (as specified):**

  \$291,728.00

I, the undersigned bidder, have read this Addendum 1 and have integrated the clarification(s) and or change(s) into the *Bid Proposal* and *Specifications* for ITB-COT 16-09, REMEDIATION AND UPGRADES AT THE TROY PUBLIC LIBRARY at 510 West Big Beaver. All other items in the original bid proposal remain the same. This Addendum 2 should be attached to the top of the Bid Proposal packet at the time of submission, on or before **Thursday, March 10, 2016 at 10:00 AM EDT** in the office of the City Clerk.

COMPANY: Bornor Restoration, Inc.

NAME OF AUTHORIZED COMPANY REPRESENTATIVE: Brian Regan

SIGNATURE: 

ADDRESS: 525 Filley St

Lansing, MI 48906

DATE: March 9, 2016



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**UNIT PRICES:**

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

**MANDATORY PRE-BID MEETING:**

A Mandatory Pre-Bid Meeting will be held on Friday February 19, 2016 at 10:00 am at the Troy Public Library 510 West Big Beaver, Troy, Michigan 48083. Enter the main entrance of the Library. Meeting will be held in the Library Conference Room. The meeting will be held with prospective bidders to answer and/or clarify questions regarding bid specifications and plans.

**ADDITIONAL INFORMATION:**

For additional information or questions concerning this project, please contact Mr. Phillip Kwik, Assistant Library Director at (248) 619-7577 or [KwikPJ@troymi.gov](mailto:KwikPJ@troymi.gov) between the hours of 8:00 a.m. to 4:00 p.m., Monday through Thursday.

**SITE INSPECTIONS:**

All bidders should examine the site and field verify all plans and measurements to determine the amount and scope of work to be performed as per the bid specifications. If the bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal.

**PERMITS:**

All work performed must meet City and State Code. The Contractor shall obtain all applicable and required permits and arrange for inspections. All fees for said permits will be waived.

**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.

**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 bid 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

**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 Troy Public Library work site.

**CONTACT INFORMATION:**

Hours of operation: 7:00 am to 5:00 pm 24 Hr. Contact Phone No. 517-915-8532

**LOCAL PREFERENCE:**

The City of Troy reserves the right to award a contract to a local business, one that 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.

**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(s). The successful bidder(s) 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. A purchase order issued in conjunction with the Contract Form (provided in the Forms Section) from the City of Troy will create a bilateral contract between the parties, and the successful bidder(s) shall commit to perform the contract in accordance with specifications.

**CONTRACT FORMS:**

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment and the Certification regarding Iran linked Business forms and return with your bid proposal.  
COMPANY NAME: Bornor Restoration, Inc.

**CONTRACT TERMINATION:** The City of Troy shall reserve the right to terminate the contract upon 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 and General Conditions, Section 7; page 6 of 10). The Project Construction 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 (A1A 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 25th of the month

*(Please submit an attachment identified as \_\_\_\_\_ if more space is necessary.)*

**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 during the past three years.

COMPANY: Real Estate Developer  
ADDRESS: Lansing, MI  
PHONE: 517-881-5450 CONTACT: Brian Huggler  
EMAIL: \_\_\_\_\_

COMPANY: Ball State University  
ADDRESS: Muncie, IN  
PHONE: 765-285-2821 CONTACT: Ryan Koenker  
EMAIL: \_\_\_\_\_

COMPANY: Michigan State University  
ADDRESS: East Lansing, MI  
PHONE: 517-432-0575 CONTACT: Rick Travis  
EMAIL: \_\_\_\_\_

COMPANY NAME: Bornor Restoration, Inc.

**MICHIGAN CONSTRUCTION LIEN ACT:**

The bidder agrees that, if awarded the Contract 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)].

**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-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 Poor, on standard AIA forms, each in the amount of one hundred percent (100%) of the contract sum. Attorneys-in-fact who sign such bonds must attach a certified copy of their Power of Attorney when the bonds are submitted.

**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. The Contractor shall list the name and address of the proposed Subcontractors and sub-subcontractors when required by the City. Approval of a Subcontractor or sub-subcontractors will not be given unless and until it is determined by the City that he/she is qualified to perform the type and magnitude of work proposed and shall have executed a Subcontract or sub-subcontract in a form acceptable to the City. 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.

The Contractor shall abide by the provisions set forth therein. Any item of work performed by other than the Contractor or approved Subcontractors will be considered as unauthorized and shall not be paid for under the provision of the Contract.

**COMPLETION SCHEDULE:**

The work shall commence upon City Council Approval. A work schedule shall be provided to Mr. Phillip Kwik, Assistant Library Director. 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 10 working days after notification to proceed. Project Completion Date: JUNE 30, 2016.

**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.

Bid Proposal  
Troy Public Library Remediation & Upgrades  
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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.

**PREVAILING WAGES:**

This is not a Prevailing Wage project.

COMPANY NAME: Bornor Restoration, Inc.

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

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

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

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

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

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

**INSURANCE VERIFICATION:**

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

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

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

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

COMPANY NAME: Bornor Restoration, 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: Bornor Restoration, Inc.

**SIGNATURE PAGE**

**PRICES:**

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Brian D Regan

**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: 38-1865292

COMPANY: Bornor Restoration, Inc.

ADDRESS: 525 Filley St CITY: Lansing STATE: MI ZIP: 48906

PHONE: (517) 482-1625 FAX NUMBER: (517) 482-4840

REPRESENTATIVE NAME: Brian Regan

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Brian D Regan

PAYMENT TERMS: Net 30 days WARRANTY: As specified

CHECK INCLUDED: Yes COMPLETION: 90 days

EMAIL: anthonyk@bornor.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.

None

**ACKNOWLEDGEMENT:**

I, Brian Regan, 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 the MITN website, [www.mitn.info](http://www.mitn.info) and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Brian D Regan

**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.

**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.

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