

I-7 **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications and Budget Amendment - Sylvan Glen Pro Shop Renovation (Introduced by: Kurt Bovensiep, Public Works Director)**

Resolution #2019-11-142

Moved by Pennington

Seconded by Erickson Gault

RESOLVED, That Troy City Council hereby **AWARDS** a contract for materials and labor to renovate the Pro Shop at Sylvan Glen Golf Course as specified to *Usztan LLC., of Auburn Hills, MI*, for an estimated grand total of \$375,500.00, which includes the acceptance of Alternate 1 and **AUTHORIZES** to expend an additional \$111,200.00 which includes a 10% contingency amount and design fees for an estimated grand total of \$486,700.00, a copy of the bid tabulation shall be **ATTACHED** to the original Minutes of this meeting.

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

BE IT FINALLY RESOLVED, That Troy City Council hereby **AUTHORIZES** City Management to amend the Sylvan Glen Golf Course Fund for \$186,700.

Yes: All-7

No: None

MOTION CARRIED

PURCHASE ORDER

No. 2020-00000834

DATE: 12/12/2019

PAGE: 1 of 1

FOB DESTINATION

Ship To

CITY OF TROY
Building Operations
5725 ROCHESTER ROAD
TROY, MI 48085

Bill To

CITY OF TROY
Building Operations
4693 ROCHESTER ROAD
TROY, MI 48085

COUNCIL RESOLUTION
2019-11-142

VENDOR NO. 102011

Vendor

USZTAN CONSTRUCTION
261 COLLIER ROAD
AUBURN HILLS, MI 48326-1405

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	Sylvan Glen Pro Shop Base Bid with Alternate 1 Provide all materials and labor to renovate the Pro Shop at Sylvan Glen Golf Course as specified and in accordance with all bid specifications of ITB-COT 19-46.	375,500.0000	\$375,500.00
				\$375,500.00

Entered By: MaryBeth Murz

Special Instructions:

CITY COUNCIL AWARD DATE: November 25, 2019. CERTIFICATE OF INSURANCE and ENDORSEMENTS 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

PURCHASE ORDER

No. 2020-00000833

DATE: 12/12/2019

PAGE: 1 of 1

FOB DESTINATION

Ship To

CITY OF TROY
Building Operations
5725 ROCHESTER ROAD
TROY, MI 48085

Bill To

CITY OF TROY
Building Operations
4693 ROCHESTER ROAD
TROY, MI 48085

COUNCIL RESOLUTION

2019-11-142

CONTRACT #

2018-90000003

INSTRUCTIONS

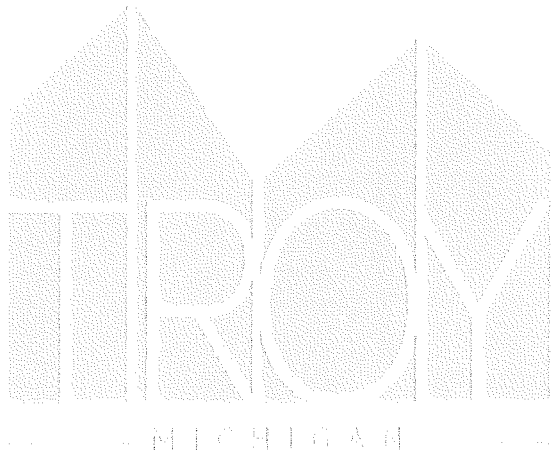
Return to Department

VENDOR NO. 109242

CONFIRMING ONLY

Vendor

OHM ENGINEERING ADVISORS
34000 PLYMOUTH ROAD
LIVONIA, MI 48150

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Not-To-Exceed	Sylvan Glen Pro Shop Design Services	71,000.0000	\$71,000.00
				

Entered By: MaryBeth Murz

\$71,000.00

Special Instructions:

CITY COUNCIL AWARD DATE: November 25, 2019.

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

MaryBeth Murz

Opening Date: 11/07/2019
 Date Reviewed: 11/8/2019

CITY OF TROY
 BID TABULATION
 Sylvan Glen Pro Shop Project

ITB-COT 19-46
 Page 1 of 1

VENDOR NAME:	Usztan LLC	Cedroni Associates, Inc	North American Construction Enterprises, LLC
CITY:	Auburn Hills, MI	Utica, MI	St. Clair Shores, MI
CHECK #:	9411616677	2013530320	2019879
CHECK AMOUNT:	\$5,000.00	\$5,000.00	\$5,000.00

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 and as per all bid specifications.

Base Bid Price:	\$363,000.00	\$368,000.00	\$417,000.00
DISCOUNT offered if also awarded ITB-COT 19-45 Niles Barnard Renovation	No Discount	No Discount	-\$30,000.00
Total Cost with Discount			\$387,000.00
Alternate 1: Replacement of Siding, soffit, and gutters as indicated on drawings.	\$12,500.00	\$26,400.00	\$41,000.00
Add calendar Days to adjust the contract time for the alternate.	0	30	0
Attended Pre-Bid Meeting? Y or N	Blank	Y	Y
Estimated Total With Alternates:			
Hours of Operation:	730AM-330PM	8AM-5PM	9AM-5PM M-SAT
24 Hr. Contact Phone #:	248-332-7452	586-254-7778	888-532-9973
Proposed Payment Schedule:	1 Monthly Draw	Monthly Draw on Work Completed	30 Days
References: Y or N	Y	Y	Y
Can Meet Insurance: Y or N	Y	Y	Blank
Completion Date:	5/1/2020	6/30/2020	Per Schedule
Payment Terms:	8 Days From Draw	Monthly	30 Days
Warranty:	1 Year from Completion	18 Months	1 Year
Exceptions: Y or N	N	N	N
Acknowledgement: Y or N	Y	Y	Y
Forms: Y or N	Y	Y	Y

One (1) Late Bid Received

ATTEST:

 Laura Campbell
 Sue Reisterer
 Jackie Ahlstrom

 MaryBeth Murz,
 Purchasing Manager

MANDATORY PRE-BID MEETING:

A Mandatory Pre-Bid Meeting will be held on Monday October 7, 2019 at 1:00 pm at the Sylvan Glen Pro Shop 5725 Rochester Road, Troy, Michigan 48085. Meet in the Pro Shop. The meeting will be held with prospective bidders to answer and/or clarify questions regarding bid specifications and site plans. There will be an opportunity to view the Pro Shop.

ADDITIONAL INFORMATION:

For additional information or questions concerning this project, please contact Mr. Christopher Ozog, Project Manager at (734) 466-4475 or Christopher.ozog@ohm-advisors.com between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.

SITE INSPECTIONS:

All bidders should examine the site 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 Sylvan Glen Pro Shop work site.

CONTACT INFORMATION:

Hours of operation: 7:30AM - 3:30PM 24 Hr. Contact Phone No. N/A

COMPANY NAME: USZTAN LLC

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.

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. 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 1 monthly draw

(Please submit an attachment identified as _____ if more space is necessary.)

COMPANY NAME: USZTAN LLC

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: Independence Twp
ADDRESS: 90 N Main St, MI 48346
PHONE: 248-625-5111 x 2 CONTACT: Derek Smith
EMAIL: dosmith@indtwp.com

COMPANY: City of Pleasant Ridge
ADDRESS: 23925 Wood ward Ave
PHONE: 248-541-2901 CONTACT: James Breuckman
EMAIL: citymanager@cityofpleasantridge.org

COMPANY: City of Troy
ADDRESS: 500 W Big Beaver
PHONE: 248-524-3344 CONTACT: MaryBeth Murz
EMAIL: m.murz@troymi.gov

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 AND LIQUIDATED DAMAGES:

The work shall commence upon City Council Approval. A preliminary work schedule is attached as reference. A final construction schedule shall be developed by the awarded 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. **Substantial Completion Date: APRIL 1, 2020. Final Completion Date: MAY 1, 2020.**

Failure of the bidder to complete the project as specified shall result in the following penalties:
\$500 per day every calendar day after MAY 1, 2019 that the project is not complete.

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.

PREVAILING WAGES:

This is not a Prevailing Wage project.

COMPANY NAME: Usztan LLC

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.

- (x) 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: USZTAN LLC

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:

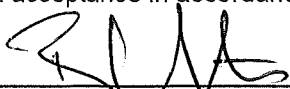
After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) business additional days after verbal / electronic notification to submit final insurance certificate(s) in accordance 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: USZTAN LLC

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:  _____

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.

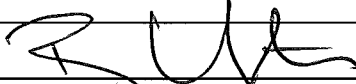
TAX ID: 43-207844

COMPANY: Usztan LLC

ADDRESS: 261 Collier Rd CITY: Auburn Hills STATE: MI ZIP: 48326

PHONE: (248)332-7448 x 4 FAX NUMBER: (248)332-7452

REPRESENTATIVE NAME: Boris Usztan

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:  _____

PAYMENT TERMS: 8 days from draw WARRANTY: 1 year from substantial completion or C of O

CHECK INCLUDED: 9411616677 COMPLETION: May 1, 2020

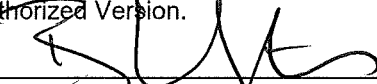
EMAIL: busztan@usztan.com

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, Boris Usztan, 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 and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:  _____

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.



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Boris Taras Usztan, being duly sworn deposed, says that he/she
(Print Full Name)

Vice President
is _____ . 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 7th day of November, 2019 in and for
Oakland County.

My commission expires:
9-7-2021

JESSICA A. STEIGHNER
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 7, 2021
ACTING IN COUNTY OF Oakland



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

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

List any Familial Relationships:

BIDDER:

By: [Signature]
Its: Vice-President

STATE OF MICHIGAN)

)ss.

COUNTY OF Oakland)

JESSICA A. STEIGNER
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 7, 2021
ACTING IN COUNTY OF Oakland

This instrument was acknowledged before me on the 5th day of December, 2019, by

[Signature]



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 Boris Usztan, bearing the office title of Vice 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:~~

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



**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	Usztan LLC
Street Address	261 Collier Rd
City	Auburn Hills
State, Zip	MI 48326
Corporate I.D. Number/State	801308630
Taxpayer I.D. #	43-2078744

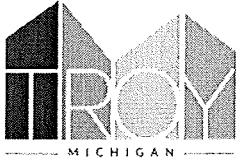
The undersigned, with: 1.)full knowledge of all of Vendors business activities, 2.)full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies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

Signature of Vendor's Authorized Agent:

Printed Name of Vendor's Authorized Agent:
Boris Usztan

Witness Signature:

Printed Name of Witness: Jessica Steighner



**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, and 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.

Usztan LLC

Name of Agency/Company/Firm (Please Print)

Boris T. Usztan , Vice President

Name and title of authorized representative (Please Print)

Signature of authorized representative

Date 11/7/2019

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

The Pro Shop will be vacant during renovations. The Pro Shop will be conducting business from a portable trailer which will be provided by the City. Also, note that the exterior will need to be maintained so golf and restaurant operations can continue to function.

The Golf Course and Restaurant will be operation during the renovation.

It is the awarded bidder's responsibility to coordinate construction schedule with the Golf Course and/or restaurant in order to accommodate any scheduled events.

This renovation does not include any civil work. The site work does include the "stoop". The City will restore exterior to original grade and condition.

The intent and desire is to have the renovation completed as per the project completion date as outlined above. If bidder is to take exception to the requested completion date; refer to the Signature Page; EXCEPTIONS. Detail any exceptions in this section regarding completion date(s) or any other exception(s).

Potential bidders were given the opportunity to view the Sylvan Glen Pro Shop.

In addition to the Base Bid amount being requested; the bid also includes one (1) Alternate. Alternate work to include replacement of siding, soffit, and gutters as indicated on drawings. Existing utility cabinets/boxes can remain.

The Proposal Pricing Sheet has been revised and is included with this Addendum. Use the REVISED PROPOSAL PRICING SHEET when submitting bid response.

QUESTION: Fire Suppression drawings do not indicate outside covered area, can you confirm if required?

ANSWER: Correct, the fire suppression does not include the outside area. Fire suppression includes area indicated on drawings and consist of adjustment of existing layout to meet new design.

QUESTION: Specifications indicated mineral fiber cementitious panel. Where is that located?

ANSWER: Material is used at main entry surround.

QUESTION: Is contractor required to connect downspouts to underground/coordinate with site?

ANSWER: The City will connect final attachments of gutters to underground (if required). Scope of work to include downspouts to grade.

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 19-46, SYLVAN GLEN PRO SHOP RENOVATION. All other items in the original bid proposal remain the same. This Addendum 1 should be attached to the top of the Bid Proposal packet at the time of submission, on or before Thursday, NOVEMBER 7, 2019 at 10:00 AM EST in the office of the City Clerk.


COMPANY:

USZTAN LLC

NAME OF AUTHORIZED COMPANY REPRESENTATIVE:

BONS USZTAN

SIGNATURE:



ADDRESS:

261 Collier, Auburn Hills MI 48326

DATE:

NOV. 7, 2019



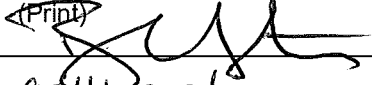
October 22, 2019
Addendum 2
ITB-COT 19-46
Sylvan Glen Pro Shop Renovation
Page 1 of 1

To All Bidders:

Please be advised that the City of Troy Purchasing Department has authorized the following ANSWERS TO QUESTIONS and CLARIFICATIONS regarding Bid Proposal **ITB-COT 19-46, Sylvan Glen Pro Shop Renovation**. The CHANGES will be considered an integral part of the original proposal documents.

**ATTACHMENTS INCLUDE:
ADDITIONAL DRAWINGS - 20 pages
SPECIFICATIONS - 10 pages**

I, the undersigned Bidder, have read this addendum and have integrated the changes into the Bid Proposal documents for ITB-COT 19-46, **Sylvan Glen Pro Shop Renovation**. All other items in the original proposal document remain the same. This addendum should be attached to the top of the proposal packet at the time of submission on or before Thursday, March 28, 2019 at 10:00 A.M., EDT in the Office of the City Clerk.

COMPANY: Usztan LLC
NAME OF REPRESENTATIVE: Boris Usztan
SIGNATURE OF AUTHORIZED REPRESENTATIVE: 
ADDRESS: 261 Cotter rd
Auburn Hills MI 48326
DATE: November 7, 2019



October 22, 2019
Addendum 3
ITB-COT 19-46
Sylvan Glen Pro Shop Renovation
Page 1 of 1

To All Bidders:

Please be advised that the City of Troy Purchasing Department has authorized the following ANSWERS TO QUESTIONS and CLARIFICATIONS regarding Bid Proposal **ITB-COT 19-46, Sylvan Glen Pro Shop Renovation**. The CHANGES will be considered an integral part of the original proposal documents.

**ATTACHMENTS INCLUDE:
ADDITIONAL DRAWINGS - 20 pages
SPECIFICATIONS - 10 pages**

I, the undersigned Bidder, have read this addendum and have integrated the changes into the Bid Proposal documents for ITB-COT 19-46, **Sylvan Glen Pro Shop Renovation**. All other items in the original proposal document remain the same. This addendum should be attached to the top of the proposal packet at the time of submission on or before Thursday, NOVEMBER 7, 2019 at 10:00 A.M., EDT in the Office of the City Clerk.

COMPANY:

Usztan LLC

NAME OF REPRESENTATIVE:

Boris Usztan

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

(Print)

[Handwritten Signature]

ADDRESS:

261 Collier rd
Auburn Hills MI 48326

DATE:

NOVEMBER 7, 2019



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: November 19, 2019

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Lisa Burnham, Accounting Manager
MaryBeth Murz, Purchasing Manager
Elaine Bo, Recreation Director
Dennis Trantham, Facilities and Grounds Operations Manager
Kurt Bovensiep, Public Works Director

Subject: Standard Purchasing Resolution 2: Award to Low Bidder meeting Specifications and Budget Amendment- Sylvan Glen Pro Shop Renovation - (Introduced by: Public Works Director, Kurt Bovensiep)

History

Sylvan Glen Golf Course is managed and operated by Billy Casper Golf (Resolution #2018-12-195) and includes the operation of the pro shop. Billy Casper Golf has indicated one of the most mentioned dissatisfactions related to the golf course is the condition of the pro shop. The pro shop was also a facility identified in the Facility Condition Assessment as requiring significant repairs. Renovating the existing pro shop versus constructing a new pro shop was extensively discussed during the 2020 budget discussions. Based on the originally proposed sized building by Billy Casper it was determined to budget \$300,000 to construct a new building at a more prominent location.

Shortly after the design conversations began it was recognized that the original proposed size building would not fully meet the needs of the pro shop. Because of this, City of Troy staff began designing a renovation to the current building in attempts to keep the project within the original budget.

OHM Advisors of Livonia, MI was tasked with collecting the needs and demands of the patrons and employees operating the pro shop and design a retail and office space to meet these requirements. The interior of the pro shop is proposed to be mostly reconfigured. Creating additional retail space by eliminating unused shower rooms and creating dedicated office space, breakroom, and storage.

Note that June 19, 2017 City Council awarded contracts to four (4) Engineering Consulting Services Firms. *OHM Advisors* is one of the firms the City utilizes. (Resolution #017-06-105-J-4a).

The current Sylvan Glen Clubhouse, which includes the Sylvan Glen Pro Shop and is also more commonly known as Camp Ticonderoga, is a locally designated historic facility as identified in Chapter 13 of the City of Troy Code. On September 16, 2019, the Troy Historic Commission met and resolved that the conceptual design of the Sylvan Glen Pro Shop renovation and alteration be approved as presented.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing

- On November 7, 2019 a bid opening was conducted as required by City Charter/Code for the Renovation of the Sylvan Glen Pro Shop.
- The bid was posted on the Michigan Intergovernmental Trade Network (MITN); www.mitn.info.
- Eight hundred and sixty (860) vendors were notified via the MITN website.
- Three (3) bid responses were received. Below is a detailed summary of potential vendors for the bid opportunity:

Companies notified via MITN	860
Troy Companies notified via MITN	34
Troy Companies notified - Active email Notification	31
Troy Companies - Active Free	3
Companies that viewed the bid	85
Troy Companies that viewed the bid	5

*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.*

- *Usztan, LLC of Auburn Hills, MI is low bid as specified and meets all bid specifications.*

Financial

Funds for the Sylvan Glen Pro Shop renovation project are budgeted in the Sylvan Glen Golf Course Fund for the total amount of \$300,000 with the associated Project Number of 2020C0055. The project exceeds the current budget amount by \$184,050.

Sylvan Glen currently has an advance receivable from Sanctuary Lake. In order to provide sufficient cash for the project, Sylvan Glen will need to exchange a portion of the advance receivable for cash with the General Fund. It is estimated that the exchange amount would be \$484,050. This would provide sufficient cash in the Sylvan Glen Golf Course Fund to complete the project and maintain sufficient cash reserves for operations.

Recommendation

City Management recommends awarding a contract for the Sylvan Glen Pro Shop Renovation to *Usztan LLC., of Auburn Hills, MI*, for an estimated grand total of \$375,500.00, which includes the acceptance of Alternate 1. Also, it is recommended that City Council give the authority to expend an additional \$111,200.00 which includes a 10% contingency amount and design fees for an estimated grand total of \$484,050.00 as detailed below.

Base Bid Amount	\$363,000.00
Alternate #1	\$12,500.00
Total Bid Amount	\$375,500.00
Contingency Amount	\$37,550.00
OHM Design Fees	\$73,650.00
Grand Total Amount	\$486,700.00

VENDOR NAME:	Usztan LLC	Cedroni Associates, Inc	North American Construction Enterprises, LLC
CITY:	Auburn Hills, MI	Utica, MI	St. Clair Shores, MI
CHECK #:	9411616677	2013530320	2019879
CHECK AMOUNT:	\$5,000.00	\$5,000.00	\$5,000.00

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 and as per all bid specifications.

Base Bid Price:	\$363,000.00	\$368,000.00	\$417,000.00
DISCOUNT offered if also awarded ITB-COT 19-45 Niles Barnard Renovation	No Discount	No Discount	-\$30,000.00
Total Cost with Discount			\$387,000.00
Alternate 1: Replacement of Siding, soffit, and gutters as indicated on drawings.	\$12,500.00	\$26,400.00	\$41,000.00
Add calendar Days to adjust the contract time for the alternate.	0	30	0
Attended Pre-Bid Meeting? Y or N	Blank	Y	Y
Estimated Grand Total with Alternate #1:	<u>\$375,500.00</u>	\$394,400.00	\$458,000.00
Hours of Operation:	730AM-330PM	8AM-5PM	9AM-5PM M-SAT
24 Hr. Contact Phone #:	248-332-7452	586-254-7778	888-532-9973
Proposed Payment Schedule:	1 Monthly Draw	Monthly Draw on Work Completed	30 Days
References: Y or N	Y	Y	Y
Can Meet Insurance: Y or N	Y	Y	Blank
Completion Date:	5/1/2020	6/30/2020	Per Schedule
Payment Terms:	8 Days From Draw	Monthly	30 Days
Warranty:	1 Year from Completion	18 Months	1 Year
Exceptions: Y or N	N	N	N
Acknowledgement: Y or N	Y	Y	Y
Forms: Y or N	Y	Y	Y

One (1) Late Bid Received

ATTEST:

 Laura Campbell

 Sue Reisterer

 Jackie Ahlstrom

 MaryBeth Murz,
 Purchasing Manager

Standard Purchasing Resolution 2: – Low Bidders Meeting Specifications –Sylvan Glen Pro Shop and Budget Amendment

RESOLVED, That Troy City Council hereby AWARDS a contract for materials and labor to renovate the Pro Shop at Sylvan Glen Golf Course as specified to *Uszta LLC., of Auburn Hills, MI*, for an estimated grand total of \$375,500.00, which includes the acceptance of Alternate 1 and authorizes to expend an additional \$111,200.00 which includes a 10% contingency amount and design fees for an estimated grand total of \$486,700.00, a copy of the bid tabulation shall be ATTACHED to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That the awards are contingent upon contractor's submission of properly executed contract documents, including insurance certificates and all other specified requirements.

BE IT FURTHER RESOLVED, That Troy City Council hereby AUTHORIZES City Management to amend the Sylvan Glen Golf Course Fund for \$186,700.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. 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; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) 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:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "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 the 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.

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 described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

D. 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.

E. All other terms and conditions of this policy remain unchanged.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CANCELLATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The Cancellation Condition found in the Common Policy Conditions is amended as follows:

Paragraph **2.** is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for non-payment of premium that is due from the current or prior policy period, or due from a prior policy period audit; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.