

**MOTION CARRIED**

**I-4 Standard Purchasing Resolution 2: Sole Bidder Meeting Specifications and Budget Amendment – Studio B and C Floor Replacement – Troy Community Center (Introduced by: Elaine Bo, Recreation Director)**

Resolution #2020-07-103

Moved by Erickson Gault  
Seconded by Abraham

RESOLVED, That Troy City Council hereby **AWARDS** a contract to furnish all labor, materials, and equipment to replace the flooring in Studio B & C at the Troy Community Center to the sole bidder meeting specifications, *Usztan LLC of Auburn Hills, MI* for an estimated cost of \$65,650 with a 10% contingency for a not to exceed amount of \$72,215, at prices contained in the bid tabulation opened June 25, 2020, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council **APPROVES** a budget amendment in the amount of \$72,220 for the Capital Projects Fund under the Recreation Department for the 2021 Fiscal year.

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

Yes: All-7  
No: None

**MOTION CARRIED**

# PURCHASE ORDER

No. 2021-00000187  
 DATE: 08/13/2020  
 PAGE: 1 of 1  
 FOB DESTINATION

Ship To

CITY OF TROY  
 Parks and Recreation  
 3179 LIVERNOIS  
 TROY, MI 48083

Bill To

CITY OF TROY  
 Parks and Recreation  
 3179 LIVERNOIS  
 TROY, MI 48083

**COUNCIL RESOLUTION**  
 2020-07-103

VENDOR NO. 102011

Vendor

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

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Each	Replace floor in Studio B and C at CC A contract to furnish all equipment, material, and labor to replace the flooring in Studio B & C at the Troy Community Center to the sole bidder, meeting all bid specifications; Usztan LLC of Auburn Hills, MI for an estimated total cost of \$65,650 as per ITB-COT 20-24 at prices contained in the bid tabulation dated June 25, 2020.	65,650.0000	\$65,650.00

Entered By: MaryBeth Murz

\$65,650.00

**Special Instructions:**

CITY COUNCIL AWARD DATE: 7/27/20. CERTIFICATE OF INSURANCE and ENDORSEMENT 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*  
 \_\_\_\_\_

Opening Date: 06/25/2020  
 Reviewed Date: 06/25/2020

BID TABULATION  
 CITY OF TROY  
 STUDIO FLOOR REPLACEMENT

ITB-COT 20-24  
 Page 1 of 1

Vendor Name:	Usztan LLC
City:	Auburn Hills, MI
Check Amt:	\$5,000.00
Check #:	9411617407

**PROPOSAL: FURNISH ALL EQUIPMENT, MATERIAL AND LABOR TO REPLACE THE FLOORING AND SUBFLOOR AND FINISH STUDIO B & C AT THE TROY COMMUNITY CENTER AS SPECIFIED**

**Proposal #1: Furnish all labor, materials, and equipment to replace flooring and subfloor and finish the floor in Studio B & C at the Troy Community Center.**

<b>Proposal #1 Complete for the Sum of:</b>	<b>\$62,400.00</b>
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**Proposal #2: Furnish all labor, materials, and equipment to replace Cove Base in Studio B & C at the Troy Community Center.**

<b>Proposal #2 Complete for the Sum of:</b>	<b>\$3,250.00</b>
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Hours of Operation:		7:00am to 3:30pm
24 Hour Phone #:		248-895-4106
References:	Y or N	Y
Can meet delivery/installation schedule:	Y or N	Y
Can meet Insurance:	Y or N	Y
Terms:		14 days from draw
Warranty:	Y or N	1 yr from substantial completion or CofO
Exceptions:	Y or N	N
Acknowledgement:	Y or N	Y
Provided Schedule of Values	Y or N	Y
Provided Bidder Questionnaire	Y or N	Y
Forms:	Y or N	N
Addendum 1:	Y or N	Y

Attest:  
 (\*Bid Opening conducted via a Go-To Meeting)

\_\_\_\_\_  
 Brian Goul  
 \_\_\_\_\_  
 Sue Riesterer  
 \_\_\_\_\_  
 Dennis Trantham  
 \_\_\_\_\_  
 Kristine Kallek  
 \_\_\_\_\_  
 Jackie Ahlstrom

\_\_\_\_\_  
 MaryBeth Murz,  
 Purchasing Manager



**ELECTRONIC BID PROPOSAL**

The undersigned proposes to **FURNISH ALL EQUIPMENT, MATERIAL AND LABOR TO REPLACE THE FLOORING AND SUBFLOOR AND FINISH STUDIO B & C AT THE TROY COMMUNITY CENTER AS SPECIFIED** in accordance with the attached specifications, which are to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: Usztan LLC

The document contains the following sections:

Bid Proposal (8 pages)	Public Act 57 Forms (2 pages)
Schedule of Values (1 page)	Forms (5 forms)
Vendor Questionnaire (1 page)	Sample Insurance Certificate (4 pages)
Specifications (5 pages)	Statement of No Bid (1 page)

**PROPOSAL: Replace Floor and Subfloor in Studio C & D at the Community Center**

**PROPOSAL #1:** Furnish all labor, materials, and equipment to replace flooring and subfloor and finish the floor in Studio B & C at the Troy Community Center.

**COMPLETE FOR THE SUM OF: \$ 62,400.00**

**PROPOSAL #2:** Furnish all labor, materials, and equipment to replace Cove Base in Studio B & C at the Troy Community Center.

**COMPLETE FOR THE SUM OF: \$ 3,250.00**

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

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

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

**ADDITIONAL INFORMATION:**

For additional information or questions concerning this project please contact: **Brian Goul, Assistant Recreation Director at (248) 524-3529.**

**CONTACT INFORMATION:**

Hours of Operation: 7:00am to 3:30pm  
24 Hr Phone Number: 248-895-4106

**REFERENCES:**

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

**COMPANY:** Independence Township  
ADDRESS: 90 N Main St Clarkston MI 48346  
PHONE: 248-625-5111 x2 CONTACT: Derek Smith  
EMAIL: dosmith@indtp.com

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

**COMPANY:** City of Troy  
ADDRESS: 500 W Big Beaver Troy MI 48084  
PHONE: 248-524-3344 CONTACT: Marybeth Murz  
EMAIL: m.murz@troymi.gov

**PERMITS:**

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

**PROGRESS PAYMENTS:**

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

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

Proposed Payment Schedule: Progress Payments

COMPANY NAME: Usztan LLC

**MICHIGAN CONSTRUCTION LIEN ACT:**

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

**PUBLIC ACT 57:**

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

**COMPLETION DATE and LIQUIDATED DAMAGES:**

Once the Contractor moves supplies and materials to the work site, work shall commence and be completed by August 31, 2020. The City of Troy is the only party to this contract that may authorize amendment to this schedule.

- ( x ) Our Company can meet this delivery / installation schedule  
( ) Our company cannot meet this delivery / installation schedule but offers: \_\_\_\_\_

**AWARD:**

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

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

**DELIVERY:**

All materials are to be F.O.B. delivered freight paid, to City of Troy- Troy Community Center, 3179 Livernois, Troy, MI 48083 - **Please call Brian Goul, Assistant Recreation Director at 248-524-3529** prior to delivery of any materials to the installation site.

**CONTRACT DOCUMENT:**

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

COMPANY NAME: Usztan LLC

**DESIGNATED CITY REPRESENTATIVE:**

Brian Goul, Assistant Recreation Director is the designated City Representative for this project.

**BOND SUBMITTAL:**

Subsequently, upon notice of award to the successful bidder, the Contractor shall qualify for, sign, and deliver to the City of Troy an executed Performance Bond, an executed Labor and Materials Payment Bond, and an executed one (1) year Maintenance Bond secured by a surety company, acceptable to the City of Troy by being licensed to do business in Michigan, and be included on the U. S. Treasury Department Surety List and/or have a rating of A (-) or better by A. M. Best, and/or Standard and Poors, on standard AIA forms, each in the amount of one hundred percent (100%) of the contract sum. Attorneys-in-fact, who sign Performance and Payment Bonds must file a certified copy of their power of attorney to sign such bonds. The Contractor shall pay the cost of all bond premiums.

**BID DEPOSIT AND FORFEITURE:**

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

**DOWNPAYMENTS AND PREPAYMENTS:**

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

**SUBCONTRACTORS:**

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

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

**CONTRACT FORMS:**

Bidders shall complete and sign the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment, the Certification regarding "Iran Linked Business" and the Familial Disclosure Forms and return with your bid proposal. Due to COVID-19 restrictions the City is waiving Notary requirements; but note that all forms must be signed and dated.

COMPANY NAME: Usztan LLC

**IMPORTANT:**

The City shall have the right to require by written order, changes in, additions to, or deductions from the work required by the bid documents provided that if changes, additions, or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the Contract price, if any, because of any change, addition, or deduction in the work, shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the changes, addition, or deduction.

No claim for change, addition, or deduction, or adjusting of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of written order from the City specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the designated City representative before the commencement of the work. Where the written order diminishes the quality of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with.



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 Department 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) additional business 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.

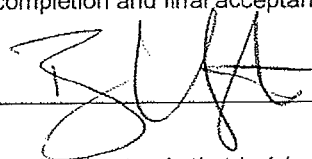
COMPANY NAME: Usztan LLC

**SIGNATURE PAGE**

**PRICES:**

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

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'S NAME: Boris Usztan  
(Print)

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

TERMS: 14 days from draw WARRANTY: 1 yr from substantial completion or CofO

CHECK NUMBER: 9411617407 COMPLETION DATE: August 31, 2020

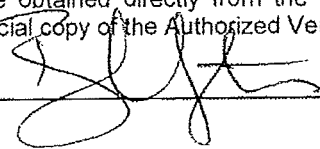
E-MAIL: pm@usztan.com

**EXCEPTIONS:** Any exceptions, substitutions, deviations, etc. from the City of Troy specifications and this proposal must be stated below and reason for, and are an integral part of this bid offer.

**ACKNOWLEDGEMENT:**

I, Boris Usztan, certify that I have read the *Instructions to Bidders* (3 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, [www.mitn.info](http://www.mitn.info) and is an official copy of the Authorized Version.

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



**NOTE:**

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

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

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



**SCHEDULE OF VALUES**

Your company **MUST** complete this form.

Supply List	Unit Cost
AAcer subfloor and Stagestep dance flooring	\$ 16/sf
	\$
	\$
Base Cove	\$ 5/lf

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

ADDITIONAL MATERIALS:	UNIT PRICE
	\$
Base bid includes 30hrs floor prep. additional time will be billed @\$65hr	\$
	\$
Base bid includes disconnecting panel from wall to access partition pocket if we have to remove and reinstall 2 panels add \$2,500.00	
	\$
Quote for rubber base replacement includes \$500 for paint touchups if required	\$
	\$
	\$
	\$

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

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

COMPANY NAME: Usztan LLC



**BIDDER QUESTIONNAIRE**

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

- 1. Your company has been in business since 45 (years)
- 2. Has your company been in Chapter 7 during the last ten (10) years?  
( ) Yes When: \_\_\_\_\_ (x) No
- 3. How many years of experience do you have in doing re-marcing work? 45 Years
- 4. Our Company has completed 2 re-marcing projects in the last year.
- 5. If applicable, list all proposed subcontractors to be used in the performance of this contract and the work to be performed by each. Include a complete list and references of all subcontractors and sub-subcontracts.  
Robert Kuhn Specialty Flooring - On specs to use

- 6. **List Tradesmen who would be assigned to this project:**  
Please provide years of experience, areas of expertise, and/or list any additional training classes taken to increase expertise in this field for the people listed in this section who will be assigned to project.

TITLE	NAME	TRADE	EXPERIENCE / YEARS
	<u>Boris Usztan</u>	<u>Project Manager</u>	<u>14 years experience</u>

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative:

[Signature]  
Usztan LLC

Company:

261 Collier Rd Auburn Hills MI 48326

Address:

248-332-7448 x4

Phone Number:



June 18, 2020  
 Addendum 1  
 ITB-COT 20-24  
 Studio Flooring Replacement  
 Page 1 of 1

**To All Bidders:**

Please be advised that the City of Troy Purchasing Department has authorized the following ANSWERS TO QUESTIONS regarding Bid Proposal **ITB-COT 20-24, Studio Flooring Replacement**. The CHANGES will be considered an integral part of the original proposal documents.

**PROPOSAL: Replace Floor and Subfloor in Studio B & C at the Community Center.**

**QUESTION:** There is a foldable partition in this space that will interfere with the removal of the existing flooring and the installation of the new flooring. The issue resides in the pocket where the partition is stored when not in use. Not sure we can work in these areas without a couple sections of the partition being removed. The thought would be to remove a couple sections so when we open it up we will have an open section by the pocket to work in.

**ANSWER:** The contractor can provide cost to remove panels and return to working condition upon completion. Please list the additional pricing under the Labor portion on the Schedule of values page.

**QUESTION:** The specifications have a section called concrete subfloor. In this section they ask to float with a trowel to a tolerance of 1/8" in any 10' radius. We cannot see the condition of the existing depressed slab which hinders ability to provide an accurate cost. It could take 2 days or 7 days. Would the City accept an allowance or a unit cost?

**ANSWER:** Yes, the city will accept an allowance along with a unit cost for any overage above allowance.

**QUESTION:** Regarding the Membrane Waterproofing; since this is on the second floor we do not need to take this into account. Would we still provide a vapor barrier below the Acer pads?

**ANSWER:** There is no need to provide a vapor barrier below the Acer Pads.

I, the undersigned Bidder, have read this addendum and have integrated the changes into the Bid Proposal documents for ITB-COT 20-24, **Studio Flooring Replacement**. All other items in the original proposal document remain the same. This addendum should be included with *electronic* bid submission on or before Thursday, June 25, 2020 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) [Signature]

ADDRESS:

261 Cotter rd  
Auburn Hills MI 48326

DATE:

JUNE 25, 2020



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT


TO WHOM IT MAY CONCERN:

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

is Vice President. The party making the foregoing proposal or bid,  
(State Official Capacity in Firm)

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

  
SIGNATURE OF PERSON SUBMITTING BID

  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 2<sup>nd</sup> day of July, 2020 in and for \_\_\_\_\_  
Oakland County.

My commission expires:  
9-7-21

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



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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
  - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

I am able to certify to the above statements.

Usztan LLC

Name of Agency/Company/Firm (Please Print)

Boris Usztan Vice President

Name and title of authorized representative (Please Print)

Signature of authorized representative

7/2/2020

Date

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



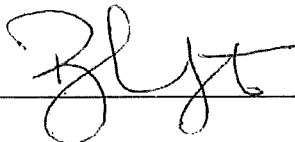


**VENDOR CERTIFICATION  
THAT IT IS NOT AN  
"IRAN LINKED BUSINESS"**

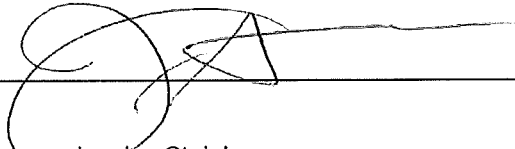
Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

<b>Vendor</b>	
Legal Name	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



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

The undersigned, the owner or authorized officer of Usztan 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 Usztan LLC \_\_\_\_\_ and any member of the City of Troy  
City Council or City of Troy management.

List any Familial Relationships:

BIDDER: \_\_\_\_\_

By: Boris Usztan

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 2<sup>nd</sup> day of July, 2020, by



## Legal Status of Bidder:

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

---

A **LLC corporation** duly organized and doing business under the laws of the State of Michigan for whom Boris Uszta 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:~~

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



500 West Blg Beaver  
 Troy, MI 48084  
 troymi.gov

# CITY COUNCIL AGENDA ITEM

Date: July 7, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
 Rob Maleszyk, Chief Financial Officer  
 Lisa Burnham, Controller  
 Elaine Bo, Recreation Director  
 Brian Goul, Assistant Recreation Director  
 MaryBeth Murz, Purchasing Manager

Subject: Standard Purchasing Resolution 2 – Sole Bidder Meeting Specifications and Budget Amendment – Studio B & C Floor Replacement– Troy Community Center

### History

- The Troy Community Center Studio B & C Floors have never been replaced since the facility opened in 2001.
- The floor is in poor shape and is pulling away from the wall. It is a special flooring that is used for dance and fitness classes. The other studio floors are wood and have been repaired in the past.
- The life expectancy of the new floor is approximately 20 years.

### Purchasing

On June 25, 2020, a bid opening was conducted as required by City Charter and Code to furnish all equipment, material and labor to replace the flooring in Studio B & C at the Troy Community Center. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; [www.mitn.info](http://www.mitn.info). One (1) bid response was received. Below is a detailed summary of potential vendors:

<b>Companies notified via MITN</b>	310	<p><i>MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.</i></p> <p><b>Active MITN</b> members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.</p> <p><b>Active MITN non-paying members</b> are responsible to monitor and check the MITN website for opportunities to do business with the City.</p> <p><b>Inactive MITN member</b> status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.</p>
Troy Companies notified via MITN	16	
Troy Companies - Active email Notification	15	
Troy Companies - Active Free	1	
<b>Companies that viewed the bid</b>	27	
Troy Companies that viewed the bid	0	



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### **Purchasing (continued)**

- In addition to this bid opportunity being posted on MITN; the Invitation to Bid was directly emailed to three (3) companies.
- *Usztan LLC of Auburn Hills, MI* is the sole bidder and meets all bid specifications and is being recommended to replace the flooring in Studio B & C at the Troy Community Center.
- *Also, Usztan LLC* has successfully completed other projects for the City.

### **Financial**

- This project was originally planned as a small repair which would have been expensed to the General Fund - Community Center Operating Supplies Account.
- Upon detailed inspection of the floor it was discovered that the entire floor needed to be replaced so the project was moved to Capital.
- This project will require a budget amendment in the amount of \$72,220 for the Capital Projects Fund under the Recreation Department for the 2021 Fiscal year. Expenditures will be charged to 401.752.755.7975.125.

### **Recommendation**

City management recommends amending the budget and awarding a contract to furnish all equipment, material, and labor to replace the flooring in Studio B & C at the Troy Community Center to the sole bidder, meeting all bid specifications; *Usztan LLC of Auburn Hills, MI* for an estimated total cost of \$65,650 with a 10% contingency for a total not to exceed \$72,215, at prices contained in the bid tabulation dated June 25, 2020.

Opening Date: 06/25/2020  
 Reviewed Date: 06/25/2020

BID TABULATION  
 CITY OF TROY  
 STUDIO FLOOR REPLACEMENT

ITB-COT 20-24  
 Page 1 of 1

Vendor Name:	Usztan LLC
City:	Auburn Hills, MI
Check Amt:	\$5,000.00
Check #:	9411617407

**PROPOSAL: FURNISH ALL EQUIPMENT, MATERIAL AND LABOR TO REPLACE THE FLOORING AND SUBFLOOR AND FINISH STUDIO B & C AT THE TROY COMMUNITY CENTER AS SPECIFIED**

**Proposal #1:** Furnish all labor, materials, and equipment to replace flooring and subfloor and finish the floor in Studio B & C at the Troy Community Center.

**Proposal #1 Complete for the Sum of:** **\$62,400.00**

**Proposal #2:** Furnish all labor, materials, and equipment to replace Cove Base in Studio B & C at the Troy Community Center.

**Proposal #2 Complete for the Sum of:** **\$3,250.00**

Hours of Operation:		7:00am to 3:30pm
24 Hour Phone #:		248-895-4106
References:	Y or N	Y
Can meet delivery/installation schedule:	Y or N	Y
Can meet Insurance:	Y or N	Y
Terms:		14 days from draw
Warranty:	Y or N	1 yr from substantial completion or CofO
Exceptions:	Y or N	N
Acknowledgement:	Y or N	Y
Provided Schedule of Values	Y or N	Y
Provided Bidder Questionnaire	Y or N	Y
Forms:	Y or N	N
Addendum 1:	Y or N	Y

Attest:  
 (\*Bid Opening conducted via a Go-To Meeting)  
 Brian Goul  
 Sue Riesterer  
 Dennis Trantham  
 Kristine Kallek  
 Jackie Ahlstrom

MaryBeth Murz,  
 Purchasing Manager



# CERTIFICATE OF LIABILITY INSURANCE

00ZTA-1

OP ID: GK

DATE (MM/DD/YYYY)  
12/02/2019

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Szura Insurance Services 109 E. Fourth St. Rochester, MI 48307-2021 Matthew T. Szura	248-651-4487 <b>CONTACT NAME:</b> Matthew T. Szura <b>PHONE (A/C, No., Ext):</b> 248-651-4487 <b>FAX (A/C, No.):</b> 248-651-3751 <b>E-MAIL ADDRESS:</b> _____ _____
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> EMC Insurance Companies	<b>NAIC #</b> 21415
<b>INSURER B:</b> Travelers Indemnity Co.	25682
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES**                                  **CERTIFICATE NUMBER:**                                  **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL <input checked="" type="checkbox"/> X,C,U, INGL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	X		5D3-71-47-20	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		5E3-71-47-20	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			5J3-71-47-20	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 2,000,000
	AGGREGATE \$ 2,000,000						
	\$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6KUB-0309N12-2-19	02/01/2019	02/01/2020	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

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 there of as additional insured on the general liability as respects operation of the named insured. Primary & Non Contributory wording applies. 30 day notice of

<b>CERTIFICATE HOLDER</b>  <div style="text-align: center;">CITYTRO</div> City of Troy 500 W. Big Beaver Road Troy, MI 48084	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Matthew T. Szura
--	--

**NOTEPAD:**

HOLDER CODE CITYTRO  
INSURED'S NAME Uszfan LLC

USZTA-1  
OP ID: CK

PAGE 2  
Date 12/02/2019

cancellation applies.



## 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.