

CITY COUNCIL MINUTES-Draft

August 10, 2020

**Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications –
Troy Historic Village Stamped Concrete**

Resolution #2020-08-114-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** a contract to furnish all labor, materials, and equipment for the brick paver replacement and new installation of stamped concrete to the low bidder meeting specifications; *Warren Contractors and Development, Inc. of Shelby Township, MI*, for an estimated total cost of \$105,500 with a 15% contingency for a not to exceed amount of \$121,325, at prices contained in the bid tabulation opened July 23, 2020, a copy of which shall be **ATTACHED** to the original Minutes of the meeting.

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

PURCHASE ORDER

No. 2021-00000204
 DATE: 08/20/2020
 PAGE: 1 of 1
 FOB DESTINATION

Ship To

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

Bill To

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

COUNCIL RESOLUTION
 2020-08-114-J-4c

VENDOR NO. 172514

Vendor

WARREN CONTRACTORS & DEVELOPMENT, INC.
 14979 TECHNOLOGY DRIVE
 SHELBY TOWNSHIP, MI 48315

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	Troy Historic Village Stamped Concrete A contract to furnish all labor, materials, and equipment for the brick paver replacement and new installation of stamped concrete at the Troy Historic Village Museum as per all bid specifications of ITB-COT 21-02.	105,500.0000	\$105,500.00

Entered By: MaryBeth Murz

\$105,500.00

Special Instructions:

CITY COUNCIL AWARD DATE: 8/10/2020. 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: 07/23/2020
 Reviewed Date: 07/23/2020

BID TABULATION
 CITY OF TROY
 STAMPED CONCRETE PATHWAY

ITB-COT 21-02
 Page 1 of 1

Vendor Name:	Warren Contractors & Development, Inc.	Holsbeke Construction, Inc.	WCI Contractors, Inc.
City:	Shelby Twp., MI	Mt Clemens, MI	Detroit, MI
Check Amt:	\$5,000.00	\$5,000.00	None
Check #:	1608909262	9474514549	

BID PROPOSAL: A single prime contract based on a Stipulated Price as specified to furnish all labor, equipment materials, and supplies, to complete the Troy Historic Village stamped concrete pathway in Troy, Michigan in accordance with the bid specifications, within the time set forth therein, and at the price stated below.

BASE BID: 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 FOR BRICK PAVER REPLACEMENT:	\$105,000.00	\$113,600.00	\$153,000.00
PRICE PER SQUARE FOOT FOR NEW INSTALLATION:	Not Specified	\$22.01	\$23.70
Hours of Operation:	7am - 6pm	7am - 5pm M-F	7am - 4:30pm
24 Hour Phone #:	Nick Cerullo 586-549-0293	Chris 586-524-7471	248-330-8663
Proposed Payment Schedule:	Monthly progress payments	25% Deposit; 25% Base; 50% upon completion	Payment applications submitted monthly
References:	Y or N	Y	Y
Can meet Insurance:	Y or N	Y	Y
Can meet Completion Date:	Y or N	Not Specified	60 days from approval Per contract documents
Terms:	30 days	30 days	30 days
Warranty:	Y or N	Not Specified	2 year for product and workmanship Per contract documents
Exceptions:	Y or N	N	N
Acknowledgement:	Y or N	Y	Y
Signed Addendum:	Y or N	N	Y
Forms:	Y or N	Y	Y

Attest:
 (*Bid Opening conducted via a Go-To Meeting)
 Kurt Bovensiep
 Heather Chomiak
 MaryBeth Murz
 Kristine Kallek
 Jackie Ahlstrom

MaryBeth Murz,
 Purchasing Manager



**CITY OF TROY
BID PROPOSAL**

ITB-COT 21-02
Page 1 of 7

The undersigned proposes to complete the **TROY HISTORIC VILLAGE STAMPED CONCRETE PATHWAY PROJECT** in accordance with the attached bid specifications, site plans, drawings, and renderings that are to be considered an integral part of this bid proposal, at the following prices:

COMPANY NAME: WCI Contractors, Inc.

The bid document contains the following sections:

Instructions to Bidders (2 pages)	Specifications (21 pages)
Bid Proposal (7 pages)	Renderings (2 pages)
Forms (9 forms)	Sample Insurance Certificate (4 pages)
Public Act 57 (2 pages)	Statement of No Bid (1 page)
Consent of Surety - Sample (1 page)	

PROPOSALS: The undersigned as bidder declares that he/she having examined the plans and specifications with the related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, hereby proposes to complete the Project which consists of the Troy Historic Village stamped concrete pathway in Troy, Michigan.

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

1. Removal and disposal of the existing brick pavers
2. Installation of utility line conduit sleeves
3. Re-grading of pathway, which may include undercutting and installation of base material
4. Installation of colored stamped concrete pathway
5. Work must be completed between August 17, 2020 thru September 25, 2020

BID PROPOSAL: A single prime contract based on a Stipulated Price as specified to furnish all labor, equipment materials, and supplies, to complete the project in accordance with the bid specifications, within the time set forth therein, and at the price stated below. The price shall cover all expenses incurred in performing the work required under the contract documents, of which this Proposal is part.

BASE BID: 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 FOR BRICK PAVER REPLACEMENT: \$153,300.00

PRICE PER SQUARE FOOT FOR NEW INSTALLATION: \$23.70 / SF

ADDITIONAL INFORMATION:

For additional information or questions concerning this project, please contact Mr. Kurt Bovensiep at (248) 524-3489 or k.bovensiep@troymi.gov 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.

NOTE: Base bid price includes all walks shown on plans that total 5,455 square feet.
The price for new installation near the Barnard House is \$53,135.40 based on the unit price, and is included in the base bid total.

PERMITS:

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

BID DEPOSIT AND FORFEITURE:

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

AWARD:

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

The City of Troy reserves the right to award this bid to the lowest responsible bidder meeting specifications for each proposal; to combine proposals if deemed in the City's best interest to do so; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations, whatever is deemed to be in the City of Troy's best interest

DOWNPAYMENTS AND PREPAYMENTS:

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

DELIVERY:

All materials are to be F.O.B. delivered, freight paid, to the Troy Historic Village.

CONTACT INFORMATION:

Hours of operation: 7:00 am - 4:30 pm 24 Hr. Contact Phone No. 248-330-8663

LOCAL PREFERENCE: See attached Local Preference Statement

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 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.

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.

COMPANY NAME: WCI Contractors, Inc.

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 Payment Applications submitted monthly. Due net 30 days.

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

REFERENCES: See attached project list.

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: City of Troy
ADDRESS: 500 Big Beaver Rd., Troy MI
PHONE: 248-524-3385 CONTACT: Antonio Cicchetti
EMAIL: a.cicchetti@troymi.gov

COMPANY: City of Troy
ADDRESS: 500 Big Beaver Rd., Troy MI
PHONE: 248-524-3489 CONTACT: Kurt Bovensiep
EMAIL: k.bovensiep@troymi.gov

COMPANY: City of Detroit, General Services Dept.
ADDRESS: 115 Erskine St., Detroit, MI 48201
PHONE: 313-224-3484 CONTACT: Tim Karl
EMAIL: tkarl@detroitmi.gov

COMPANY: City of Royal Oak
ADDRESS: 211 Williams St., Royal Oak, MI 48067
PHONE: 248-246-3260 CONTACT: Holly Donoghue, P.E.
EMAIL: hollyd@romi.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.

COMPANY NAME: WCI Contractors, Inc.

SUBCONTRACTORS: See attached Proposed 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.

CONSTRUCTION SCHEDULE:

As noted in the proposal, all work on this project shall be completed and the work area cleaned, including restoration, by September 25, 2020. All work shall not begin prior to August 17, 2020.

No alternates, revisions, or changes to the above noted supplementary requirements will be entertained by the City of Troy.

Recommendation To City Council	August 10,2020
Work to begin	August 17, 2020
Final Completion	September 25, 2020

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: WCI Contractors, Inc.

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

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

- We can meet the specified insurance requirements.
See attached Certificate of Insurance
- 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.

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 years for failing to meet insurance requirements.

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: 38-3007970

COMPANY: WCI Contractors, Inc.

ADDRESS: 20210 Conner CITY: Detroit STATE: MI ZIP: 48234

PHONE: (313)368-2100 FAX NUMBER: (313)368-8986

REPRESENTATIVE NAME: Thomas A. Maliszewski III, Vice President

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

PAYMENT TERMS: net 30 days WARRANTY: per contract documents + specifications

CHECK INCLUDED: _____ COMPLETION: per contract documents.

EMAIL: wcicontractors@msn.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, Thomas A. Maliszewski III, 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.





July 20, 2020
Addendum 1
ITB-COT 21-02
Stamped Concrete Pathway-Troy Historic Village
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 21-02, Stamped Concrete Pathway- Troy Historic Village**. The CHANGES will be considered an integral part of the original proposal documents.

QUESTION: Do the brick pavers have a concrete base course?

ANSWER: The City has replaced several brick pavers over the years and have found no concrete under the bricks.

QUESTION: Does the City want the concrete ribbons around the brick pavers removed as well? **ANSWER:** The intent is to have these borders remain.

QUESTION: Will vendors be allowed to use the gates off the parking lot for access?

ANSWER: Yes, that is correct.

QUESTION: What type of stamped concrete does the City Require? There are two types out there.

ANSWER: Please see Page 36 section B- Materials of the bid specifications for the type of stamped concrete specified.

QUESTION: Will the new concrete pathway to the Barnard House be stamped concrete? Do you want this path to match the new grade of the porch areas on the south side or are steps required?

ANSWER: Yes, the new concrete will also be the same stamp and color as the rest of the village. There will be a step up to the landing.



I, the undersigned Bidder, have read this addendum and have integrated the changes into the Bid Proposal documents for ITB-COT 21-02, **Stamped Concrete Pathway-Troy Historic Village**. All other items in the original proposal document remain the same. This addendum should be included with *electronic* bid submission on or before **Thursday, July 23, 2020 at 10:00 A.M., EDT** in the Office of the City Clerk.

COMPANY: WCI Contractors, Inc.

NAME OF REPRESENTATIVE: Thomas A. Maliszewski III

SIGNATURE OF AUTHORIZED REPRESENTATIVE: (Print) 

ADDRESS: 20210 Conner St.
Detroit, MI 48234

DATE: 7/21/2020



Legal Status of Bidder:

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

WCI Contractors, Inc.

A corporation duly organized and doing business under the laws of the State of Michigan for whom Thomas A. Maliszewski III bearing the office title of Vice President whose signature is affixed to this proposal, is duly authorized execute contracts.

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

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

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

_____	_____
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CITY OF TROY OAKLAND
COUNTY, MICHIGAN NON-COLLUSION
AFFIDAVIT

TO WHOM IT MAY CONCERN:

Thomas A. Maliszewski III, 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]
SIGNATURE OF PERSON SUBMITTING BID

[Signature]
NOTARY'S SIGNATURE



Subscribed and sworn to before me this 23 day of July, 2020 in and for Macomb County acting in Wayne County.

My commission expires:

06/10/2023





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.

[X] I am able to certify to the above statements.

WCI Contractors, Inc.
Name of Agency/Company/Firm (Please Print)

Thomas A. Maliszewski III, Vice President
Name and title of authorized representative (Please Print)

[Signature]
Signature of authorized representative
7/23/2020 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.

Table with 2 columns: Vendor, and details including Legal Name (WCI Contractors, Inc.), Street Address (20210 Conner St.), City (Detroit), State, Zip (Michigan, 48234), Corporate I.D. Number/State (800380048), and Taxpayer I.D. # (38-3007970).

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:

[Handwritten signature]



Printed Name of Vendor's Authorized Agent: Thomas A. Maliszewski III, Vice President

Witness Signature:

[Handwritten signature]

Printed Name of Witness: Karen R. Merritt



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

The undersigned, the owner or authorized officer of WCI Contractors, Inc. (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 WCI Contractors, Inc. and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:



BIDDER:
Thomas A. Maliszewski III

By: [Signature]

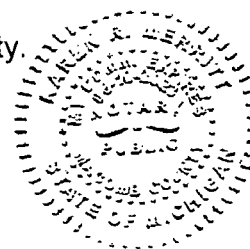
Its: Vice President

STATE OF MICHIGAN)
)ss.
COUNTY OF Wayne)

This instrument was acknowledged before me on the 23 day of July, 2019, by

[Signature]

Karen R. Merritt, Notary Macomb County Michigan acting in Wayne County.
My commission expires 6/10/2023.



A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF

WCI CONTRACTORS, INC.

A meeting of the Board of Directors of WCI Contractors, Inc. was held on the 26th day of April, 2013 at 3 o'clock in the afternoon of said day at the offices of the Corporation at 20210 Conner, Detroit, MI., pursuant to a written waiver of notice of such meeting, signed by all of the directors, fixing such time and place for the meeting.

Present:

Thomas A. Maliszewski

Brad Gable

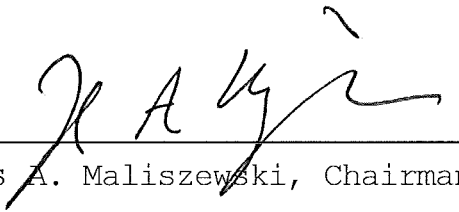
constituting the entire membership of the Board of Directors of said Corporation.

The purpose of the meeting was to discuss bids or contracts that could be authorized by Thomas A. Maliszewski, President or Thomas A. Maliszewski III, Vice President for the Company.

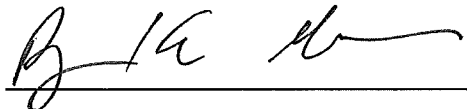
After a short discussion, it was unanimously decided that Thomas A. Maliszewski and Thomas A. Maliszewski III will have the authority to sign any and all paperwork pertaining to bids and contracts.

There being no further business to be resolved, the meeting was adjourned.

ATTEST:



Thomas A. Maliszewski, Chairman



Brad A. Gable, Secretary

WCI

General Contractors
Site Development

Contractors, Inc.
20210 Conner
Detroit, MI 48234

Phone: (313) 368-2100
Fax: (313) 368-8986

Local Preference

As noted on page two of the proposal in regards to local preference for the City of Troy: a 40% Shareholder of WCI Contractors, Inc. is a City of Troy resident paying personal taxes.

Proposed Subcontractor List

Proposed Subcontractor	Type of Work
Albanelli Cement Contractors, Inc. 12725 Fairlane Livonia, MI 48150	Concrete
Jacklyn Contracting P.O. Box 149 Dryden, MI 48428	Demolition

WCI CONTRACTORS, INC.
COMPLETED PROJECT REFERENCES

Job Name Type of Work	Owner's Name and Address	Architect or Engineer Name and Address	Contract Amount	Completion Date
<u>PAINT CREEK TRAIL</u> Repair slope failures and eroded areas, replace stairs and retaining wall, remove grassy overgrowth and re-establish trail, scarify trail surface; place, grade and compact new aggregate, remove and replace wooden bollards, resurface gravel parking areas at trailheads, resurfacing of Bear Creek Nature Park trails, and site restoration.	Paint Creek Trailways Commission 4480 Orion Road Rochester, Michigan 48306	The Mannik & Smith Group 65 Cadillac Square, Suite 3311 Detroit, Michigan 48226 Steve Bouws 734-289-2200 x 4025	\$ 530,234.00	Dec-19
<u>SACRED HEART GREEN STORMWATER INFRASTRUCTURE</u> Retrofitting the existing Parking Areas to integrate green stormwater infrastructure (GSI), side sloped roof portion of the Parlor building, and the south side of the Church building roof. Concrete curb and gutter, drainage stone & underdrains, native plantings.	The Nature Conservancy (TNC) 4219 Woodward Avenue Suite 302 Detroit, Michigan 48201	SmithGroup 201 Depot St., Second Floor Ann Arbor, MI 48104 Andrew McDowell 734-669-2663	\$ 656,275.00	Dec-19
<u>EASTERN MARKET STREETScape - WINDER ST.</u> Sidewalk renovation consisting of grading, stone base, concrete sidewalks & curb, vault repairs, and steel ramp.	Eastern Market Corporation David I Tobar 2934 Russell Street Detroit, Michigan 48207 313-549-3785	SmithGroupJJR, LLC 500 Griswold Suite 1700 Detroit, Michigan 48226	\$ 355,000.00	Nov-19
<u>NEW SLOPED WALK FOR: JAMES SCOTT FOUNTAIN</u> Removal and replacement of existing concrete sidewalks, drive, pavement and curbs, installation of a new 4-inch thick sloped, reinforced concrete sidewalk with adjacent concrete support walls capped with marble, and turf restoration along with new planters.	State of Michigan DTMB Dept. Natural Resources 7150 Harris Drive Lansing, MI 48909 Scott DeKorte	WTA Architects 100 S. Jefferson Avenue Saginaw, Michigan 48607 Shaun Moore	\$ 237,300.00	Mar-19
<u>NEIGHBORHOOD PARKS IMPROVEMENT - 11-25 COLLINS, DIACK, SYRACUSE AND YAKISH PARKS</u> Playground repair, remove and install new asphalt basketball court with net/posts, concrete, picnic shelter, fitness equipment, site amenities, and HMA walking path.	General Services Dept City of Detroit 115 Erskine St. Detroit, MI 48201 Tim Karl 313-224-3484	General Services Dept City of Detroit 115 Erskine St. Detroit, MI 48201 Tim Karl 313-224-3484	\$ 1,262,200.00	Dec-18
<u>SOUTHFIELD CITY CENTRE PATHWAYS</u> 1700 Ft long asphalt walking path including concrete ramps, landscaping, and lawn restoration	Southfield City Centre 26000 Evergreen Southfield, MI 48037	HED 26913 Northwestern Hwy Southfield, MI 48033	\$ 216,500.00	Jul-17
<u>NEIGHBORHOOD PARKS IMPROVEMENT - WELLS PARK</u> Playground repair, remove and install new asphalt basketball court with net/posts, concrete, picnic shelter, fitness equipment, site amenities, and fence repair.	General Services Dept City of Detroit 115 Erskine St. Detroit, MI 48201 Tim Karl 313-224-3484	General Services Dept City of Detroit 115 Erskine St. Detroit, MI 48201 Tim Karl 313-224-3484	\$ 273,900.00	Jun-17
<u>WORDEN PARK AND DONDERO PARK IMPROVEMENTS</u> Worden Park - Mill and repair parking lot, install rain garden, concrete, driveway and sidewalk Dondero Park - New basketball posts & tennis nets, coat courts, regrade ballfield, and site utilities	City of Royal Oak 211 S. Williams Street Royal Oak, MI 48067 Holly Donoghue, P.E. 248-246-3260	Nowak & Fraus Engineers 46777 Woodward Avenue Pontiac, MI 48342 Brad Brickel, P.E. 248-332-7931	\$ 276,604.00	Oct-16
<u>DNR/BELLE ISLE-LAKE MUSCODAY YACHT CLUB KAYAK & CANOE DEVELOPMENT</u> Concrete sidewalks, floating docks, shelter, site amenities, restoration	State of Michigan DTMB Dept. Natural Resources 7150 Harris Drive Lansing, MI 48909 Mustafa (Chris) Bahjet	Nowak & Fraus Engineers 46777 Woodward Avenue Pontiac, MI 48342 Steve Sutton 248-332-7931	\$ 308,690.00	May-16
<u>ROYAL OAK FARMERS MARKET EXPANSION</u> Parking lot expansion, concrete sidewalks, asphalt parking lot, site utilities, masonry knee wall and dumpster enclosure, landscaping, irrigation, underground storm water detention system	City of Royal Oak 211 S. Williams Street Royal Oak, MI 48067 Holly Donoghue, P.E. 248-246-3260	Nowak & Fraus Engineers 46777 Woodward Avenue Pontiac, MI 48342 Brad Brickel, P.E. 248-332-7931	\$ 619,791.00	Nov-15
<u>PATTON PARK DESIGN-BUILD RENOVATIONS</u> Picnic area, (2) softball diamonds with athletic field lighting, comfort station, landscaping, parking lot improvements, asphalt trails and greenway extension, signage, and site restoration	Detroit Recreation Department 18100 Meyers Detroit, MI 48235 Tim Karl 313- 224-3484	Hamilton-Anderson Associates 1435 Randolph Street Detroit, MI 48226 Angela Hicks 313-964-0270	\$ 915,000.00	Dec-16
<u>REDWOOD PICKLEBALL COURTS</u> Remove concrete basketball court. Install (4) four new asphalt pickleball courts including chain link fence, court coatings, nets, and site restoration	City of Troy 500 W. Big Beaver Troy, MI 48084 Kurt Bovensiep 248-524-3489	Hubbell, Roth & Clark, Inc. 555 Hulet Drive Bloomfield Hills, MI 48303 Jennifer Chehab 248-454-6330	\$ 138,459.00	Jun-16
<u>HAMTRAMCK THREE CITY RENOVATIONS POPE PARK & ZUSSMAN PARK</u> Concrete and colored concrete sidewalks, stamped concrete, asphalt parking lot, site restoration, flagpole, landscaping, site amenities, street lighting, amphitheater seating area and block wall.	City of Hamtramck 3401 Evaline Hamtramck, MI 48212 313- 876-7700	Tooles Contracting Group, LLC 535 Griswold Street Suite 2550 Detroit, MI 48226 Jeff Cooper 313-221-8500	\$ 386,574.00	Jun-16

WCI CONTRACTORS, INC.
COMPLETED PROJECT REFERENCES

<i>Job Name Type of Work</i>	<i>Owner's Name and Address</i>	<i>Architect or Engineer Name and Address</i>	<i>Contract Amount</i>	<i>Completion Date</i>
<u>ROYAL OAK E. FOURTH STREET IMPROVEMENT</u> HMA parking lot, concrete sidewalks and curb, landscaping, bioswale, street lights	City of Royal Oak 211 S. Williams Street Royal Oak, MI 48067 Holly Donoghue, P.E. 248-246-3260	Nowak & Fraus Engineers 46777 Woodward Avenue Pontiac, MI 48342 Brad Brickel, P.E. 248-332-7931	\$ 1,192,834.00	Jun-16
<u>BALDUCK PARK IN-TOWN-YOUTH CAMP DESIGN-BUILD RENOVATIONS</u> Asphalt walking trail, gravel/aggregate nature trail, picnic shelter, comfort station, playscape, rubber surfacing, signage, camp activities area, and site restoration	Detroit Recreation Department 18100 Meyers Detroit, MI 48235 Tim Karl 313- 224-3484	Hamilton-Anderson Associates 1435 Randolph Street Detroit, MI 48226 Angela Hicks 313-964-0270	\$ 715,000.00	Jul-15
<u>2014 HISTORICAL VILLAGE PATHWAY IMPROVEMENTS</u> Stamped and colored concrete sidewalks, site utilities, and grading	City of Troy 500 W. Big Beaver Troy, MI 48084 Antonio Cicchetti 248-524-3385	City of Troy 500 W. Big Beaver Troy, MI 48084 Antonio Cicchetti 248-524-3385	\$148,335.00	Oct-15
<u>NORTHLAND TRANSIT CENTER</u> Concrete Paving, concrete sidewalk, asphalt milling & pavement, landscaping and site amenities	Detroit Dept. of Transportation 1301 East Warren Detroit, MI 48207 Warren Emerson 313-833-3585	Parsons Brinckerhoff 500 Griswold St., Suite 2900 Detroit, MI 48226 John Stevenson 313-202-1164	\$ 894,000.00	Dec-14

WCI

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Detroit, MI 48234
wcicontractors@msn.com

Phone: (313) 368-2100
Fax: (313) 368-8986

REFERENCE FORM

Name of Reference: City of Detroit, General Services Department
(Company Name)

Contact Person Tim Karl Title Chief of Landscape Architecture

Phone No. : 313-224-3484 Fax No. 313-368-8986

E-mail address: tkarl@detroitmi.gov

Dates of Service: September 2005 | to Present

Various Projects throughout the City of Detroit - See Attached Project References.

Description of Services Provided:

Riverside Park Improvements Phase 3&4 Design/Build - Present

Project Amount – \$2,000,000.00

Project Description - Design and Build - Phase #3: New Parking Lot; Sledding Hill and Amphitheater, Stormwater Feature/Bioswales, Shoreline and Seawall Improvements, New Pedestrian Walks, Landscaping Lighting and power for amphitheater. Phase #4: Landscape Improvements, Parking Lot Renovation and Improvements, Stamped Concrete, Pedestrian paths and ¼ mile walking loop, renovate existing Riverwalk and include accessible site furnishings, New Play Area with Safety Surfacing, New Splash Pad, restroom/Concessions Building, Picnic Shelters, Fitness Equipment, Bench Swings, and Entry Promenade/Drop off.

Dad Butler Park Improvements – February 2019 - June 2019

Project Amount – \$1,282,450.00

Project Description - Construction of a Nine (9) Full size Tennis courts, six (6) Junior Tennis Courts, concrete walkways, and site amenities.

40 Neighborhood Parks, Detroit MI - June 2016 - December 2018

Project Amount - \$2,329,200.00 (3 Contracts)

Project Description - Playground equipment, playground repair, remove and install new asphalt basketball court with net/posts, concrete, concrete walks, HMA walking path, picnic shelter, fitness equipment, site amenities, landscaping, ornamental fence, and fence repair distributed over 8 separate parks throughout Detroit.

O'Shea Park Improvements, Detroit MI - November 2018

Project Amount - \$300,000.00

Project Description - Playground repair, new asphalt walking path, renovate basketball court, and pickleball court surface, new basketball and pickleball posts and nets, site restoration.

Stein Playfield Improvements, Detroit MI - July 2018

Project Amount - \$300,000.00

Project Description - Construct high school asphalt running track with synthetic track surface, sidewalk, entry gate, restoration.

WCI

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Neighborhood Parks Improvements - Wells Park, Detroit, MI - June 2017

Project Amount - \$275,000.00

Project Description - Playground repair, remove and install new asphalt basketball court with net/posts, concrete, picnic shelter, fitness equipment, site amenities, and fence repair.

GSD Park Site Amenities, Detroit MI - December 2016

Project Amount - \$750,000.00

Project Description - 4 Playgrounds, 3 walking trails, 1 parking lot repair, 250 park rule signs, and park site amenities distributed over 5 separate parks throughout Detroit

Design-Build 17 Acre Park – (4) Ball fields, (6) tennis courts, (2) Playscapes, (2) Basketball courts, Shelter, Comfort Station Building, Parking Lot and Landscaping.

Patton Park Design-Build Renovations, Detroit MI - December 2016

Project Amount - \$915,000.00

Project Description - Picnic area, (2) softball diamonds with athletic field lighting, comfort station, landscaping, parking lot improvements, asphalt trails and greenway extension, signage, and site restoration

Balduck Park In-Town-Youth Camp Design-Build Renovations, Detroit MI - July 2015

Project Amount - \$715,000.00

Project Description - Asphalt walking trail, gravel/aggregate nature trail, picnic shelter, comfort station, playscape, rubber surfacing, signage, camp activities area, and site restoration.

Kern Playground Renovations, Detroit, MI - June 2012

Project Amount - \$275,000.00

Project Description - Earthwork, asphalt trail, basketball court, site furniture, site amenities, miscellaneous playground improvements.

Peterson Playfield– Design/Build - September 2005

Project Amount - \$1,357,143.00

Project Description - Design-Build 17 Acre Park – (4) Ball fields, (6) tennis courts, (2) Playscapes, (2) Basketball courts, Shelter, Comfort Station Building, Parking Lot and Landscaping.

Littlefield Playfield, Hardstein Playground & Puritan-Coyle Playlot, Detroit, MI- June 2012

Project Amount - \$180,000.00

Project Description - Earthwork, site furniture, play equipment, rubber surfacing, ADA concrete work, site restoration, and miscellaneous playground improvements.

Patton Park Design-Build Renovations

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Patton Park is a 93-acre park located on the southwest side of Detroit, Michigan. The park, named for World War II legendary US military leader General George S. Patton is located at 2301 Woodmere. The park It has everything from baseball and soccer fields to a new rain garden and kids playscape.



Project:	Patton Park Design-Build Renovations
Owner:	City of Detroit Recreation Department
Architect/Engineer:	Hamilton-Anderson Engineers
Location:	Detroit, MI
Contract Amount:	\$915,000.00
Completed:	December 2016
Scope of Work:	Picnic area, (2) softball diamonds with athletic field lighting, comfort station, landscaping, parking lot improvements, asphalt trails and greenway extension, signage, and site restoration.

Balduck Park In-Town-Youth Camp Design-Build Renovations

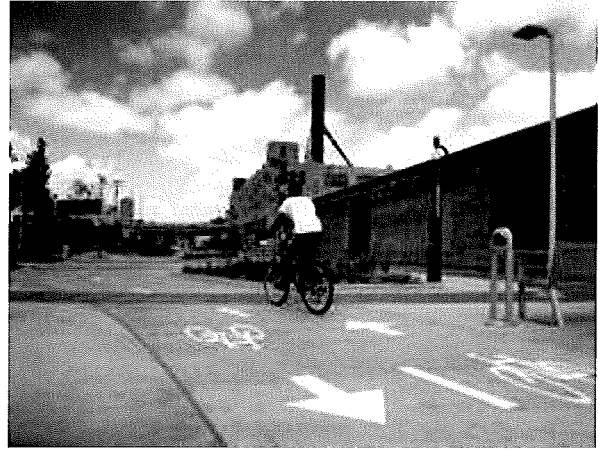
Balduck Park Balduck Memorial Park is a cultural feature (park) on the east side of Detroit, Michigan. It is located Chandler Park Dr. & Canyon St. The park It has everything from baseball and softball fields a camp activities area, walking trails, nature trail and playscapes.



Project: Balduck Park In-Town-Youth Camp Design-Build Ren.
Owner: City of Detroit Recreation Department
Architect/Engineer: Hamilton-Anderson Engineers
Location: Detroit, MI
Contract Amount: \$715,000.00
Completed: July 2015
Scope of Work: Asphalt walking trail, gravel/aggregate nature trail, picnic shelter, comfort station, playscape, rubber surfacing, signage, camp activities area, and site restoration.

Dequindre Trailhead Park

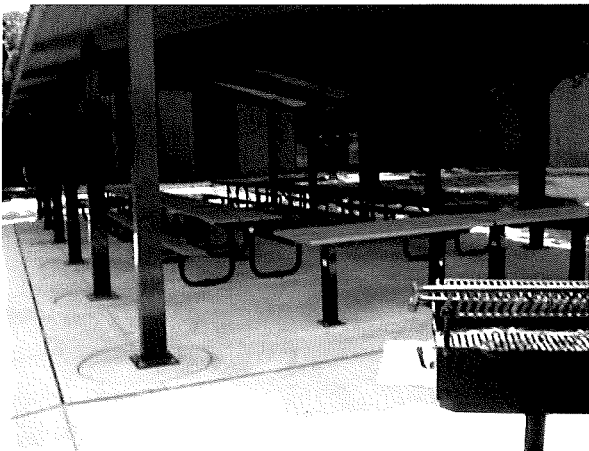
The Dequindre Trailhead Park connects the first section of the Dequindre Cut from Woodbridge Street south to Atwater Street near Milliken State Park and the RiverWalk. It was recognized by the Construction Association of Michigan (CAM) as an outstanding construction project for 2010.



Project:	Dequindre Trailhead Park
Owner:	Detroit Economic Growth Corporation (DEGC)
Architect/Engineer:	Mannik & Smith Group, Inc.
Location:	Detroit, MI
Contract Amount:	\$1,000,000.00
Completed:	June 2010
Scope of Work:	Concrete, landscape, earthwork electrical, demolition, irrigation, site Improvements

Butzel Playground

Includes a large playground with 2 play structures (one for 2-5 year olds and one for 5-12 year olds), a 400 meter rubber-surfaced running track, reconstruction of the west parking lot, and an ADA accessible path which ran up to the new picnic area (also part of the new work). Work also included extensive landscaping, new sidewalks and curbs.



Project:	Butzel Playground Improvements
Owner:	Detroit Recreation Department
Architect/Engineer:	Detroit Recreation Department
Location:	Detroit, MI
Contract Amount:	\$350,000
Completed:	October 2007
Scope of Work:	Miscellaneous playground improvements: playground equipment, grading, fencing, shelters, concrete, ball fields, horseshoe courts

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Inc.

Peterson Playfield

“Design Build”

Peterson Playfield is a 17-acre playfield, the only park space of its size in the area, is located at Greenfield and Curtis in Detroit, Michigan. It has a playground area, water spray area, walking trail, two basketball courts, six tennis courts, three softball diamonds, baseball diamond, football/soccer field, comfort station, picnic shelter, picnic tables, grills, flag pole, peace pole, parking lot and landscaping.



Project: Peterson Playfield – “Design Build”
Owner: Detroit Recreation Department, Detroit, MI
Architect/Engineer: WCI Contractors, Inc.
Location: Detroit, MI
Contract Amount: \$1,357,143.00
Completed: September 2005
Scope of Work: Design & Build 17 Acre Park – (4) ball fields, (6) tennis courts, (2) playscapes, (2) basketball courts, shelter comfort station building, parking lot, and landscaping

WCI

Contractors, Inc.

General Contractors
Site Development

20210 Conner St.
Detroit, MI 48234
wcicontractors@msn.com

Phone: (313) 368-2100
Fax: (313) 368-8986

REFERENCE FORM

Name of Reference: City of Royal Oak
(Company Name)

Contact Person Holly Donoghue Title Civil Engineer III

Phone No. : 248-246-3260 Fax No. _____

E-mail address: hollyd@romi.gov

Dates of Service: April 2015 to October 2016

Royal Oak Farmers Market Parking Lot Expansion, Royal Oak E. Fourth Street Improvements
Worden Park and Dondero Park Improvements

Description of Services Provided:

Royal Oak Farmers Market Parking Lot Expansion, November 2015

Project Amount - \$619,791.00

Project Description – Parking lot expansion, concrete sidewalks, asphalt parking lot, site utilities masonry knee wall and dumpster enclosure, landscaping, irrigation, underground storm water detention system, and street lights.

Royal Oak E. Fourth Street Improvements, June 2016

Project Amount - \$1,192,834.00

Project Description – HMA parking lot, concrete sidewalks and curb, landscaping, bioswale, and street lights.

Worden Park and Dondero Park Improvements, October 2016

Project Amount - \$276,604.00

Project Description -

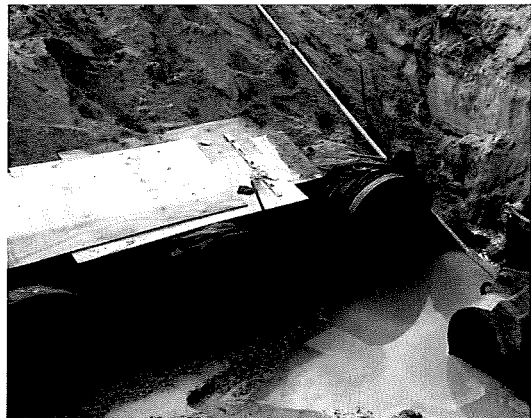
Worden Park: Mill and repair parking lot, install rain garden, concrete, driveway and sidewalk.

Dondero Park: New basketball posts & tennis nets, coat courts, regrade ballfield, and site utilities.

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Royal Oak Farmers Market Parking Lot Expansion

The Farmers Market is located in the Civic Center at the corner of 11 Mile Road and Troy Street, across from the Library and adjacent to the 44th District Court. The Royal Oak Farmers Market provides one of the premium farm market venues in southeast Michigan. Farm producers sell from an enclosed building, with ample parking, on Friday during the farm season (May through Christmas) and Saturday all year 'round. During growing season farmers are only allowed to sell what they grow.



Project:	Royal Oak Farmers Market Parking Lot Expansion
Owner:	City of Royal Oak
Architect/Engineer:	Nowak & Fraus Engineers
Location:	Royal Oak, MI
Contract Amount:	\$619,791.00
Completed:	November 2015
Scope of Work:	Parking lot expansion, concrete sidewalks, asphalt parking lot, site utilities, masonry knee enclosure, landscaping, irrigation, and underground storm water detention system

Worden Park and Dondero Park, Improvements

Worden and Dondero Park are located in Royal Oak, Michigan. Dondero Park sits on 3.39 acres and has tennis courts, basketball, baseball/softball, playground, and picnic tables. Worden Park sits on 30.81 acres and has baseball/softball fields John Linden Ice Arena, soccer, and tennis courts.



Project: Worden park and Dondero Park Improvements
Owner: City of Royal Oak, Michigan
Architect/Engineer: Nowak & Fraus Engineers
Location: Royal Oak, MI
Contract Amount: \$276,604.00
Completed: October 2016
Scope of Work: Worden Park – Mill and repair parking lot, install rain garden, concrete, driveway and sidewalk.
Dondero Park – New basketball posts & tennis nets, coat courts, regrade ballfield, and site utilities.



July 20, 2020
Addendum 1
ITB-COT 21-02
Stamped Concrete Pathway-Troy Historic Village
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 21-02, Stamped Concrete Pathway- Troy Historic Village**. The CHANGES will be considered an integral part of the original proposal documents.

QUESTION: Do the brick pavers have a concrete base course?

ANSWER: The City has replaced several brick pavers over the years and have found no concrete under the bricks.

QUESTION: Does the City want the concrete ribbons around the brick pavers removed as well? **ANSWER:** The intent is to have these borders remain.

QUESTION: Will vendors be allowed to use the gates off the parking lot for access?

ANSWER: Yes, that is correct.

QUESTION: What type of stamped concrete does the City Require? There are two types out there.

ANSWER: Please see Page 36 section B- Materials of the bid specifications for the type of stamped concrete specified.

QUESTION: Will the new concrete pathway to the Barnard House be stamped concrete? Do you want this path to match the new grade of the porch areas on the south side or are steps required?

ANSWER: Yes, the new concrete will also be the same stamp and color as the rest of the village. There will be a step up to the landing.

I, the undersigned Bidder, have read this addendum and have integrated the changes into the Bid Proposal documents for ITB-COT 21-02, **Stamped Concrete Pathway-Troy Historic Village**. All other items in the original proposal document remain the same. This addendum should be included with *electronic* bid submission on or before **Thursday, July 23, 2020 at 10:00 A.M., EDT** in the Office of the City Clerk.

COMPANY: WCI Contractors, Inc.
NAME OF REPRESENTATIVE: Thomas A. Maliszewski III
SIGNATURE OF AUTHORIZED REPRESENTATIVE: (Print) [Signature]
ADDRESS: 20210 Conner St
Detroit, MI 48234
DATE: 7/20/2020



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: July 23, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Lisa Burnham, Accounting Manager
Kurt Bovensiepe, Public Works Director
MaryBeth Murz, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications –Troy Historic Village Stamped Concrete

History

Patrons that visit the many historical structures use the pathways within the Troy Historic Village. In 2014, approximately half of the brick paver pathways were replaced with stamped concrete (**Resolution #2014-08-106-J-4a**). The remaining brick pavers continued to deteriorate and now require replacement.

City Council approved the renovation of the Niles/Barnard House in November of 2019 (**Resolution #2019-11-143**). The renovation did not include the exterior walkways, as it was to be included with the remaining brick paver replacement to ensure a consistent look. The exterior work will complete the Niles/Barnard Renovation and the building will be able to be programed.

Projects at the Troy Historic Village are coordinated with the Troy Historical Society (THS) staff to ensure the least amount of disruption to its programs. The bid requires this project to be completed between August 17, 2020 and September 25, 2020, which was the timeframe the THS requested.

Purchasing

- On July 23, 2020 a bid opening was conducted as required by City Charter/Code for the Stamped Concrete at the Troy Historic Village.
- The bid was posted on the Michigan Intergovernmental Trade Network (MITN); www.mitn.info.
- Five hundred and twelve (512) 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	512
Troy Companies notified via MITN	12
Troy Companies notified - Active email Notification	11
Troy Companies - Active Free	1
Companies that viewed the bid	41
Troy Companies that viewed the bid	1

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



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- *Warren Contractors and Development, Inc. of Shelby Township, MI*, is the low bidder as specified and meets all bid specifications.

Financial

Funds are budgeted and available in the Capital Projects Fund for the Museum in the 2021 Fiscal year. Expenditures will be charged to account number 401.804.804.7974.140.

Recommendation

City Management recommends awarding a contract to furnish all labor, materials, and equipment for the brick paver replacement and new installation of stamped concrete to the low bidder meeting specifications; *Warren Contractors and Development, Inc. of Shelby Township, MI*, for an estimated total cost of \$105,500 with a 15% contingency for a not to exceed amount of \$121,325, at prices contained in the bid tabulation opened July 23, 2020.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/17/2020

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

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


PRODUCER VTC Insurance Group Troy Office 1175 W. Long Lake Ste. 200 Troy MI 48098-4960		CONTACT NAME: _____ PHONE (A/C, No, Ext): (248) 828-3377 FAX (A/C, No): (248) 828-3741 E-MAIL ADDRESS: dpanzica@vtcins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: SECURA Insurance, A Mutual Company	NAIC # 22543
INSURED		INSURER B: SECURA Supreme Insurance Company	10239
Warren Contractors & Development, Inc. 14979 Technology Drive Shelby Twp MI 48315		INSURER C: Midwest Employers Casualty	23612
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20-21 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		CP3265838	4/7/2020	4/7/2021	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	X		A3265839	4/7/2020	4/7/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						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			CU3265840	4/7/2020	4/7/2021	EACH OCCURRENCE \$ 8,000,000
			AGGREGATE \$ 8,000,000				
	DED <input checked="" type="checkbox"/>	RETENTION \$ 0	\$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	EWC005394	1/1/2020	12/31/2020	<input checked="" 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
A	Leased/Rented Equipment			CP3303990	4/7/2020	4/7/2021	Limit \$300,000
A	Installation Floater			CP3303990	4/7/2020	4/7/2021	Limit \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Troy Historic Village Stamped concrete Pathway. Where required by written contract, 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 are additional insured on the General Liability policy with respects to ongoing and completed operations performed by the named insured and with respect to the auto liability coverage. Where required by written contract, additional insured coverage provided under the general liability applies on a primary and noncontributory basis.

CERTIFICATE HOLDER		CANCELLATION	
M.Murz@troy.mi.gov		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
City of Troy Purchasing Manager 500 West Big Beaver Troy, MI 48084		AUTHORIZED REPRESENTATIVE Alan Chandler/DCOR 	

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED WRAP

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

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

A. Additional Insured When Required By Written Agreement

1. Operations Performed For An Additional Insured

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

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

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

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

2. Limitations

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

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

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

1. Additional Insured – Completed Operations

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

2. Limitations

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

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

C. Primary And Noncontributory

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

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

Excess Insurance

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

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

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

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

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

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

F. Additional Condition

The following condition is added:

Additional Insured Duty To Notify

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

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

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

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

AUTO ADDITIONAL INSURED WRAP

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

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

A. AUTOMATIC ADDITIONAL INSURED – PRIMARY AND NONCONTRIBUTORY

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

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

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

(2) Blanket Lessor Additional Insured Provisions

If the additional Insured is a lessor of a “leased auto”;

(a) Coverage

- i. Any “leased auto” that is a covered “auto” will be considered a covered “auto” you own and not a covered “auto” you hire or borrow.

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

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

(b) Loss Payable Clause

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

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

(d) Additional Definition

As used in this endorsement:

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

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

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

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