

Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Trail and Pathway Paving – Phase 2 (Introduced by: Kurt Bovensiep, Public Works Director)

Resolution #2020-09-127

Moved by Erickson Gault
Seconded by Hodorek

RESOLVED, That Troy City Council hereby **AWARDS** a contract to install the second phase of the Troy Trail to the low bidder meeting specification, *Warren Contractors & Development, Inc. of Shelby Township, MI*, at unit prices contained in the bid tabulations opened September 3, 2020; a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with an estimated total of \$549,671.25 and with a 15% contingency totaling \$82,450.69, but not to exceed budgetary limitations.

BE IT FINALLY RESOLVED, That the awards are **CONTINGENT** upon the contractors' submission of properly executed bid documents, insurance certificates and all other specified requirements.

Yes: All-7
No: None

Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Trails and Pathways – Sylvan Glen Lake Park

Resolution #2020-09-129-J-4e

RESOLVED, That Troy City Council hereby **APROVES** expending budgeted capital funds to *Anderson, Eckstein, and Westrick, Inc. (AEW) of Shelby Township, MI*, which is one of the City's professional service engineering firms (Resolution #2017-06-105-J-4a), for the construction management of a trail and pathway at Sylvan Glen Lake Park for a total estimated cost of \$70,032 and not to exceed budgetary limitations.

PURCHASE ORDER

No. 2021-00000354
 DATE: 09/22/2020
 PAGE: 1 of 1
 FOB DESTINATION

Ship To
 CITY OF TROY
 Building Operations
 5501 ROCHESTER
 TROY, MI 48085

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

COUNCIL RESOLUTION
 2020-09-129-J-4e
CONTRACT #
 2018-90000005

VENDOR NO. 171988

Vendor
 ANDERSON, ECKSTEIN & WESTRICK, INC.
 51301 SCHOENHERR ROAD
 SHELBY TOWNSHIP, MI 48315

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	Sylvan Glen Lake Park Pathway - Construction Management Services	70,032.0000	\$70,032.00

Entered By: MaryBeth Murz

\$70,032.00

Special Instructions:

CITY COUNCIL AWARD DATE: 9/14/2020.

TERMS & CONDITIONS

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

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

MaryBeth Murz

PURCHASE ORDER

No. 2021-00000355
 DATE: 09/22/2020
 PAGE: 1 of 1
 FOB DESTINATION

Ship To
 CITY OF TROY
 Building Operations
 5501 ROCHESTER
 TROY, MI 48085

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

COUNCIL RESOLUTION
 2020-09-127

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	Sylvan Glen Lake Park Trail and Pathway Paving A contract to install the second phase of the Troy Trail to the low bidder meeting specification; Warren Contractors & Development, Inc. of Shelby Township, MI at unit prices contained in the bid tabulations and all bid specifications of ITB-COT 21-04..	549,671.2500	\$549,671.25

Entered By: MaryBeth Murz

\$549,671.25

Special Instructions:

CITY COUNCIL AWARD DATE: 9/14/2020. CERTIFICATES OF INSURANCE and ENDORSEMENTS and all BONDS shall be on file for duration of project.

TERMS & CONDITIONS

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

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

MaryBeth Murz

Opening Date: 09/03/2020
 Reviewed Date: 09/03/2020

BID TABULATION
 CITY OF TROY
 SYLVAN GLEN PATHWAYS

Vendor Name:	Allstar Power Excavation, LLC	Warren Contractors & Development, Inc.	Pro-Line Asphalt Paving Corp.
City:	Grosse Pointe, MI	Shelby Twp., MI	Washington, MI
Check Amt:	\$10,000.00	\$10,000.00	\$10,000.00
Check #:	1608212131	1625409576	2014205661

BID PROPOSAL: SYLVAN GLEN PATHWAY PROJECT									
Line	Description	Total Quantity	Units	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Bonds, Insurance & Mobilization (\$40,000 Max)	1	Ls	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
2	Preconstruction Audio-Visual Documentation (\$10,000 Max)	1	Ls	\$ 4,000.00	\$ 4,000.00	\$ 1,100.00	\$ 1,100.00	\$ 1,500.00	\$ 1,500.00
3	Clearing, Modified	6.8	Sta	\$ 1,675.00	\$ 11,390.00	\$ 1,650.00	\$ 11,220.00	\$ 1,500.00	\$ 10,200.00
4	Removal of Misc. Concrete	1	Ls	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00
5	Pavt, Rem	97	Syd	\$ 13.00	\$ 1,261.00	\$ 24.00	\$ 2,328.00	\$ 25.00	\$ 2,425.00
6	Station Grading	3977	Ft	\$ 11.00	\$ 43,747.00	\$ 25.00	\$ 99,425.00	\$ 40.00	\$ 159,080.00
7	Tree, Remove, 1 inch to 6 inch	1	Ea	\$ 140.00	\$ 140.00	\$ 137.00	\$ 137.00	\$ 150.00	\$ 150.00
8	Tree, Remove, 6 inch to 18 inch	13	Ea	\$ 245.00	\$ 3,185.00	\$ 242.00	\$ 3,146.00	\$ 220.00	\$ 2,860.00
9	Culv, Rem, 24 inch to 48 inch	1	Ea	\$ 670.00	\$ 670.00	\$ 1,650.00	\$ 1,650.00	\$ 2,500.00	\$ 2,500.00
10	Culv, Rem, Less than 24 inch	2	Ea	\$ 845.00	\$ 1,690.00	\$ 490.00	\$ 980.00	\$ 100.00	\$ 200.00
11	Culv, End, Rem, Less than 24 inch	2	Ea	\$ 300.00	\$ 600.00	\$ 250.00	\$ 500.00	\$ 100.00	\$ 200.00
12	Culv, CI A, Conc, 48 inch	16	Ft	\$ 240.00	\$ 3,840.00	\$ 405.00	\$ 6,480.00	\$ 400.00	\$ 6,400.00
13	Culv, CI A, Conc, 15 inch	22	Ft	\$ 70.00	\$ 1,540.00	\$ 120.00	\$ 2,640.00	\$ 150.00	\$ 3,300.00
14	Culv, CI A, Conc, 12 inch	45	Ft	\$ 62.00	\$ 2,790.00	\$ 65.00	\$ 2,925.00	\$ 150.00	\$ 6,750.00
15	Headwall, Conc.	1	Ls	\$ 20,000.00	\$ 20,000.00	\$ 17,100.00	\$ 17,100.00	\$ 20,000.00	\$ 20,000.00
16	Culv, End Sect, Conc, 15 inch	2	Ea	\$ 800.00	\$ 1,600.00	\$ 915.00	\$ 1,830.00	\$ 1,500.00	\$ 3,000.00
17	Culv, End Sect, Conc, 12 inch	4	Ea	\$ 650.00	\$ 2,600.00	\$ 690.00	\$ 2,760.00	\$ 1,000.00	\$ 4,000.00
18	6 inch ADS N-12 Pipe	212	Ft	\$ 16.00	\$ 3,392.00	\$ 52.00	\$ 11,024.00	\$ 25.00	\$ 5,300.00
19	12 inch Dia Nyloplast Inlet	5	Ea	\$ 1,350.00	\$ 6,750.00	\$ 1,650.00	\$ 8,250.00	\$ 1,500.00	\$ 7,500.00
20	Fence, Split Rail, Wood	980	Ft	\$ 12.00	\$ 11,760.00	\$ 22.00	\$ 21,560.00	\$ 20.00	\$ 19,600.00
21	Fence, Rem	1033	Ft	\$ 5.00	\$ 5,165.00	\$ 8.25	\$ 8,522.25	\$ 8.00	\$ 8,264.00
22	Fence, Moving	158	Ft	\$ 15.00	\$ 2,370.00	\$ 22.00	\$ 3,476.00	\$ 25.00	\$ 3,950.00
23	Subgrade Undercutting, Type 1	1474	Cyd	\$ 25.00	\$ 36,850.00	\$ 65.00	\$ 95,810.00	\$ 10.00	\$ 14,740.00
24	HMA 36A, 2 inch	10	Ton	\$ 120.00	\$ 1,200.00	\$ 103.00	\$ 1,030.00	\$ 200.00	\$ 2,000.00
25	HMA 3C, 2.5 inch	10	Ton	\$ 120.00	\$ 1,200.00	\$ 113.00	\$ 1,130.00	\$ 200.00	\$ 2,000.00
26	HMA 36A, 1.5 inch	400	Ton	\$ 111.00	\$ 44,400.00	\$ 103.00	\$ 41,200.00	\$ 120.00	\$ 48,000.00
27	HMA 3C, 1.5 inch	400	Ton	\$ 109.00	\$ 43,600.00	\$ 113.00	\$ 45,200.00	\$ 115.00	\$ 46,000.00
28	Aggregate Base, 8 inch, 21AA	89	Syd	\$ 16.00	\$ 1,424.00	\$ 18.00	\$ 1,602.00	\$ 25.00	\$ 2,225.00
29	Aggregate Base, 6 inch, 21AA	4332	Syd	\$ 12.25	\$ 53,067.00	\$ 11.00	\$ 47,652.00	\$ 13.00	\$ 56,316.00
30	Seeding, Mixture THM	138	Lbs	\$ 10.00	\$ 1,380.00	\$ 9.00	\$ 1,242.00	\$ 10.00	\$ 1,380.00
31	Water, Seeding	21	Units	\$ 110.00	\$ 2,310.00	\$ 100.00	\$ 2,100.00	\$ 90.00	\$ 1,890.00
32	Fertilizer, Chemical Nutrient, CI A	142	Lbs	\$ 8.00	\$ 1,136.00	\$ 8.00	\$ 1,136.00	\$ 10.00	\$ 1,420.00

Opening Date: 09/03/2020
 Reviewed Date: 09/03/2020

BID TABULATION
 CITY OF TROY
 SYLVAN GLEN PATHWAYS

ITB-COT 21-04
 Page 2 of 4

Line	Description	Total Quantity	Units	Allstar Power Excavation, LLC		Warren Contractors & Development, Inc.		Pro-Line Asphalt Paving Corp.	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
33	Mulch	3036	Syd	\$ 2.00	\$ 6,072.00	\$ 1.25	\$ 3,795.00	\$ 2.00	\$ 6,072.00
34	Topsoil Surface, Furn, 4 inch	3036	Syd	\$ 4.00	\$ 12,144.00	\$ 3.75	\$ 11,385.00	\$ 4.00	\$ 12,144.00
35	Erosion Control, Inlet Protection, Fabric Drop	2	Ea	\$ 85.00	\$ 170.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00
36	Erosion Control, Silt Fence	5300	Ft	\$ 1.75	\$ 9,275.00	\$ 1.65	\$ 8,745.00	\$ 2.00	\$ 10,600.00
37	Erosion Control, Sediment Trap	1	Ea	\$ 90.00	\$ 90.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00
38	Maintenance Aggregate, 21AA Limestone	61	Ton	\$ 40.00	\$ 2,440.00	\$ 31.00	\$ 1,891.00	\$ 40.00	\$ 2,440.00
39	Traffic Control and Maintenance	1	Ls	\$ 12,000.00	\$ 12,000.00	\$ 6,000.00	\$ 6,000.00	\$ 25,000.00	\$ 25,000.00
40	Inspection Day		Days	\$ 500.00	\$ 15,000.00	\$ 500.00	\$ 27,500.00	\$ 500.00	\$ 17,500.00
41	Obtain Permit from EGLE	1	Ls	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
				\$ 414,248.00		\$ 549,671.25		\$ 559,856.00	

	2 Year	1 Year	1 Year
Warranty:	09/17/2020	ASAP 09/21/2020	9/21/2020
Start Date Anticipated:	09/17/2020	ASAP 09/21/2020	9/21/2020
Anticipated Duration to Complete:	10/30/2020	11 weeks of construction; Dec 4th weather permitting for paving	11/15/2020
Hours of Operation:	6AM - 6PM	7AM - 5PM	7AM - 5PM
24 Hour Phone #:	734-308-7106	Upon Request	586-752-7730
Proposed Payment Schedule:	\$30,000 initial; 30 net upon completion	Every Month	Progress Payments - 30 Days
References:	Y or N	Y	Y
Can meet Insurance:	Y or N	Y	Y
Can meet Completion Date:	Y or N	Depending on start date cannot guarantee paved out by	11/15/2020
Payment Terms:	30 Net	30 Days	30 Days
Exceptions:	Y or N	Depending on start date cannot guarantee paved out by	N
Acknowledgement:	Y or N	Y	Y
Signed Addendum:	Y or N	Addendum 2 signed only	Addendum 2 signed only
Bidder Questionnaire Included:	Y or N	Y	Y
Forms:	Y or N	Y	Y

Opening Date: 09/03/2020
 Reviewed Date: 09/03/2020

BID TABULATION
 CITY OF TROY
 SYLVAN GLEN PATHWAYS

Vendor Name:	Anglin Civil, LLC	Asphalt Specialists, Inc.	WCI Contractors, Inc.
City:	Livonia, MI	Pontiac, MI	Detroit, MI
Check Amt:	\$10,000.00	\$10,000.00	\$10,000.00
Check #:	9200930504	2014151172	420075320

BID PROPOSAL: SYLVAN GLEN PATHWAY PROJECT

Line	Description	Total Quantity	Units	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Bonds, Insurance & Mobilization (\$40,000 Max)	1	Ls	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 37,100.00	\$ 37,100.00
2	Preconstruction Audio-Visual Documentation (\$10,000 Max)	1	Ls	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,200.00	\$ 4,200.00
3	Clearing, Modified	6.8	Sta	\$ 2,300.00	\$ 15,640.00	\$ 1,500.00	\$ 10,200.00	\$ 2,200.00	\$ 14,960.00
4	Removal of Misc. Concrete	1	Ls	\$ 4,025.00	\$ 4,025.00	\$ 2,500.00	\$ 2,500.00	\$ 5,700.00	\$ 5,700.00
5	Pavt, Rem	97	Syd	\$ 17.25	\$ 1,673.25	\$ 3.00	\$ 291.00	\$ 17.00	\$ 1,649.00
6	Station Grading	3977	Ft	\$ 13.80	\$ 54,882.60	\$ 45.00	\$ 178,965.00	\$ 25.00	\$ 99,425.00
7	Tree, Remove, 1 inch to 6 inch	1	Ea	\$ 402.50	\$ 402.50	\$ 125.00	\$ 125.00	\$ 175.00	\$ 175.00
8	Tree, Remove, 6 inch to 18 inch	13	Ea	\$ 575.00	\$ 7,475.00	\$ 220.00	\$ 2,860.00	\$ 260.00	\$ 3,380.00
9	Culv, Rem, 24 inch to 48 inch	1	Ea	\$ 1,725.00	\$ 1,725.00	\$ 500.00	\$ 500.00	\$ 230.00	\$ 230.00
10	Culv, Rem, Less than 24 inch	2	Ea	\$ 575.00	\$ 1,150.00	\$ 300.00	\$ 600.00	\$ 1,150.00	\$ 2,300.00
11	Culv, End, Rem, Less than 24 inch	2	Ea	\$ 575.00	\$ 1,150.00	\$ 100.00	\$ 200.00	\$ 300.00	\$ 600.00
12	Culv, CI A, Conc, 48 inch	16	Ft	\$ 287.50	\$ 4,600.00	\$ 500.00	\$ 8,000.00	\$ 400.00	\$ 6,400.00
13	Culv, CI A, Conc, 15 inch	22	Ft	\$ 172.50	\$ 3,795.00	\$ 200.00	\$ 4,400.00	\$ 115.00	\$ 2,530.00
14	Culv, CI A, Conc, 12 inch	45	Ft	\$ 143.75	\$ 6,468.75	\$ 120.00	\$ 5,400.00	\$ 115.00	\$ 5,175.00
15	Headwall, Conc.	1	Ls	\$ 24,725.00	\$ 24,725.00	\$ 15,000.00	\$ 15,000.00	\$ 29,600.00	\$ 29,600.00
16	Culv, End Sect, Conc, 15 inch	2	Ea	\$ 1,150.00	\$ 2,300.00	\$ 500.00	\$ 1,000.00	\$ 575.00	\$ 1,150.00
17	Culv, End Sect, Conc, 12 inch	4	Ea	\$ 862.50	\$ 3,450.00	\$ 450.00	\$ 1,800.00	\$ 575.00	\$ 2,300.00
18	6 inch ADS N-12 Pipe	212	Ft	\$ 23.00	\$ 4,876.00	\$ 20.00	\$ 4,240.00	\$ 29.00	\$ 6,148.00
19	12 inch Dia Nyloplast Inlet	5	Ea	\$ 1,725.00	\$ 8,625.00	\$ 1,500.00	\$ 7,500.00	\$ 1,750.00	\$ 8,750.00
20	Fence, Split Rail, Wood	980	Ft	\$ 51.75	\$ 50,715.00	\$ 21.00	\$ 20,580.00	\$ 55.00	\$ 53,900.00
21	Fence, Rem	1033	Ft	\$ 6.90	\$ 7,127.70	\$ 11.00	\$ 11,363.00	\$ 8.00	\$ 8,264.00
22	Fence, Moving	158	Ft	\$ 28.75	\$ 4,542.50	\$ 30.00	\$ 4,740.00	\$ 28.00	\$ 4,424.00
23	Subgrade Undercutting, Type 1	1474	Cyd	\$ 51.75	\$ 76,279.50	\$ 50.00	\$ 73,700.00	\$ 61.20	\$ 90,208.80
24	HMA 36A, 2 inch	10	Ton	\$ 115.00	\$ 1,150.00	\$ 120.00	\$ 1,200.00	\$ 480.00	\$ 4,800.00
25	HMA 3C, 2.5 inch	10	Ton	\$ 119.60	\$ 1,196.00	\$ 118.00	\$ 1,180.00	\$ 475.00	\$ 4,750.00
26	HMA 36A, 1.5 inch	400	Ton	\$ 115.00	\$ 46,000.00	\$ 120.00	\$ 48,000.00	\$ 182.00	\$ 72,800.00
27	HMA 3C, 1.5 inch	400	Ton	\$ 119.60	\$ 47,840.00	\$ 118.00	\$ 47,200.00	\$ 209.00	\$ 83,600.00
28	Aggregate Base, 8 inch, 21AA	89	Syd	\$ 17.25	\$ 1,535.25	\$ 14.00	\$ 1,246.00	\$ 57.00	\$ 5,073.00
29	Aggregate Base, 6 inch, 21AA	4332	Syd	\$ 8.63	\$ 37,385.16	\$ 11.00	\$ 47,652.00	\$ 18.25	\$ 79,059.00
30	Seeding, Mixture THM	138	Lbs	\$ 34.50	\$ 4,761.00	\$ 10.00	\$ 1,380.00	\$ 13.00	\$ 1,794.00
31	Water, Seeding	21	Units	\$ 402.50	\$ 8,452.50	\$ 175.00	\$ 3,675.00	\$ 600.00	\$ 12,600.00
32	Fertilizer, Chemical Nutrient, CI A	142	Lbs	\$ 17.25	\$ 2,449.50	\$ 5.00	\$ 710.00	\$ 13.00	\$ 1,846.00

Opening Date: 09/03/2020
 Reviewed Date: 09/03/2020

BID TABULATION
 CITY OF TROY
 SYLVAN GLEN PATHWAYS

				Vendor Name: Anglin Civil, LLC		Asphalt Specialists, Inc.		WCI Contractors, Inc.	
				City: Livonia, MI		Pontiac, MI		Detroit, MI	
Line	Description	Total Quantity	Units	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
33	Mulch	3036	Syd	\$ 4.60	\$ 13,965.60	\$ 3.50	\$ 10,626.00	\$ 1.50	\$ 4,554.00
34	Topsoil Surface, Furn, 4 inch	3036	Syd	\$ 9.20	\$ 27,931.20	\$ 4.50	\$ 13,662.00	\$ 10.00	\$ 30,360.00
35	Erosion Control, Inlet Protection, Fabric Drop	2	Ea	\$ 172.50	\$ 345.00	\$ 150.00	\$ 300.00	\$ 175.00	\$ 350.00
36	Erosion Control, Silt Fence	5300	Ft	\$ 3.45	\$ 18,285.00	\$ 3.00	\$ 15,900.00	\$ 1.80	\$ 9,540.00
37	Erosion Control, Sediment Trap	1	Ea	\$ 747.50	\$ 747.50	\$ 1,100.00	\$ 1,100.00	\$ 850.00	\$ 850.00
38	Maintenance Aggregate, 21AA Limestone	61	Ton	\$ 57.50	\$ 3,507.50	\$ 20.00	\$ 1,220.00	\$ 57.00	\$ 3,477.00
39	Traffic Control and Maintenance	1	Ls	\$ 4,025.00	\$ 4,025.00	\$ 3,000.00	\$ 3,000.00	\$ 10,700.00	\$ 10,700.00
40	Inspection Day		Days	\$ 500.00	\$ 22,500.00	\$ 500.00	\$ 17,500.00	\$ 500.00	\$ 22,500.00
41	Obtain Permit from EGLE	1	Ls	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
					\$ 578,204.01	\$ 615,015.00	\$ 737,721.80		

Warranty:		Not Specified	1 Year	2 Years per project documents
Start Date Anticipated:		Not Specified	Within 10 days of Award	Within 10 days of Notice to Proceed
Anticipated Duration to Complete:		Not Specified	Per Contract Documents	10 Weeks
Hours of Operation:		8AM - 5PM	7:30AM - 4:30PM	8AM - 4PM
24 Hour Phone #:		989-621-2175	734-323-7744 248-648-7526	248-330-8663
Proposed Payment Schedule:		4 Payments @ 25 % intervals based on dollar value	Progress payments - every 2 weeks	Monthly
References:	Y or N	Y	Y	Y
Can meet Insurance:	Y or N	Y	Y	Y
Can meet Completion Date:	Y or N	Not Specified	Per Contract Documents	Not Specified
Payment Terms:		Not Specified	Every 2 Weeks	Net 30
Exceptions:	Y or N	N	N	N
Acknowledgement:	Y or N	Y	Y	Y
Signed Addendum:	Y or N	Addendum 2 signed only	N	Addendum 2 signed only
Bidder Questionnaire Included:	Y or N	Y	Y	Y
Forms:	Y or N	Y	Y	Y

Attest:
 (*Bid Opening conducted via a Go-To Meeting)
 Kurt Bovensiep
 Ashley Levin
 Kristine Kallek
 Jackie Ahlstrom
 Jodi Kolakowski

MaryBeth Murz,
 Purchasing Manager



CITY OF TROY
ELECTRONIC BID PROPOSAL

ITB-COT 21-04
Page 1 of 11

The undersigned, as Bidder, declares that he has familiarized himself with the location of the proposed SYLVAN GLEN PATHWAY PROJECT in the City of Troy. Bidder acknowledges that he has carefully examined the Plans, Specifications, and Contract Documents which he understands and accepts as sufficient for the purpose of constructing the work, and agrees that he will contract with the City of Troy, Oakland County, Michigan to furnish all labor, materials, and equipment necessary to do all the work specified and prescribed, at the following prices:

COMPANY NAME: WARREN CONTRACTORS & DEVELOPMENT, INC.

The bid document contains the following sections:

Instructions to Bidders (4 pages)	Aggregate 21AA, Limestone (1 page)
Bid Proposal (11 pages)	Source of Steel (2 pages)
Forms (8 forms)	Fence, Split Rail, Wood (2 pages)
Public Act 57 (2 pages)	Clearing Modifications (1 page)
Consent of Surety - Sample (1 page)	Construction Observation (7 pages)
General Conditions (17 pages)	DeWatering (3 pages)
Supplemental Conditions (3 pages)	Turf Restoration (3 pages)
Pavement Restoration (5 pages)	Sample Insurance Certificate and Additional Insured Endorsements (3 pages)
Concrete Mixtures (3 pages)	Statement of No Bid (1 page)
Audio Visual Survey (2 pages)	
Pavement Removal (1 page)	

PROPOSALS:

The Bidder, having examined the plans and specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is part.

The Bidder affirms that in making such Proposal, neither he nor any company that he may represent nor anyone on behalf of him or the company directly has entered into any combination or collusion, undertaking or agreement with any bidder or bidders to maintain that the prices of said work, or any attempt to prevent any other bidder or bidders from bidding on said contract or work, and further affirms that such proposal is made without regard or reference to any other bidder or proposal and without any agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such bidding in any way or manner whatsoever.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty - (60) calendar days after the scheduled closing time for receiving bids and may not be withdrawn after receiving a "Notice of Award".

The Bidder hereby agrees to commence work under this contract on or before the date to be specified in the written "Notice to Proceed".

The Bidder acknowledges receipt of the following addenda; if any:

No. 1
No. 2
No. _____

DATED: 8/19/20
DATED: 8/31/20
DATED: _____

SYLVAN GLEN PATHWAY PROJECT:

Line	Description	Total Quantity	Units	Unit Price	Total Cost
1	Bonds, Insurance & Mobilization (\$40,000 Max)	1	Ls	40,000.00	40,000.00
2	Preconstruction Audio-Visual Documentation (\$10,000 Max)	1	Ls	1,100.00	1,100.00
3	Clearing, Modified	6.8	Sta	1,650.00	11,220.00
4	Removal of Misc. Concrete	1	Ls	4,000.00	4,000.00
5	Pavt, Rem	97	Syd	24.00	2,328.00
6	Station Grading	3977	Ft	25.00	99,425.00
7	Tree, Remove, 1 inch to 6 inch	1	Ea	137.00	137.00
8	Tree, Remove, 6 inch to 18 inch	13	Ea	242.00	3,146.00
9	Culv, Rem, 24 inch to 48 inch	1	Ea	1,650.00	1,650.00
10	Culv, Rem, Less than 24 inch	2	Ea	490.00	980.00
11	Culv, End, Rem, Less than 24 inch	2	Ea	250.00	500.00
12	Culv, CI A, Conc, 48 inch	16	Ft	405.00	6,480.00
13	Culv, CI A, Conc, 15 inch	22	Ft	120.00	2,640.00
14	Culv, CI A, Conc, 12 inch	45	Ft	65.00	2,925.00
15	Headwall, Conc.	1	Ls	17,100.00	17,100.00
16	Culv, End Sect, Conc, 15 inch	2	Ea	915.00	1,830.00
17	Culv, End Sect, Conc, 12 inch	4	Ea	690.00	2,760.00
18	6 inch ADS N-12 Pipe	212	Ft	52.00	11,024.00
19	12 inch Dia Nyloplast Inlet	5	Ea	1,650.00	8,250.00
20	Fence, Split Rail, Wood	980	Ft	22.00	21,560.00
21	Fence, Rem	1033	Ft	8.25	8,522.75
22	Fence, Moving	158	Ft	22.00	3,476.00
23	Subgrade Undercutting, Type 1	1474	Cyd	65.00	95,810.00
24	HMA 36A, 2 inch	10	Ton	103.00	1,030.00
25	HMA 3C, 2.5 inch	10	Ton	113.00	1,130.00
26	HMA 36A, 1.5 inch	400	Ton	103.00	41,200.00
27	HMA 3C, 1.5 inch	400	Ton	113.00	45,200.00
28	Aggregate Base, 8 inch, 21AA	89	Syd	18.00	1,602.00
29	Aggregate Base, 6 inch, 21AA	4332	Syd	11.00	47,652.00
30	Seeding, Mixture THM	138	Lbs	9.00	1,242.00
31	Water, Seeding	21	Units	100.00	2,100.00
32	Fertilizer, Chemical Nutrient, CI A	142	Lbs	8.00	1,136.00

Line	Description	Quantity	Units	Unit Price	Total Cost
33	Mulch	3036	Syd	1.25	3,795.00
34	Topsoil Surface, Furn, 4 inch	3036	Syd	3.75	11,385.00
35	Erosion Control, Inlet Protection, Fabric Drop	2	Ea	100.00	200.00
36	Erosion Control, Silt Fence	5300	Ft	5 th 1.65	8,745.00
37	Erosion Control, Sediment Trap	1	Ea	500.00	500.00
38	Maintenance Aggregate, 21AA Limestone	61	Ton	31.00	1,891.00
39	Traffic Control and Maintenance	1	Ls	6,000.00	6,000.00
40	Inspection Day	55	Days	\$ 500.00	27,500.00
41	Obtain Permit from EGLE	1	Ls	\$ 500.00	500.00
TOTAL BID AMOUNT					* 549,671.25

The City reserves the right to accept any bid, or to reject any or all bids, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, the City reserves the right to reject the Bid of any Bidder if the City believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City.

The undersigned agrees to furnish the required bonds and insurance certificates within seven (7) days after the acceptance of this proposal and further agrees to start construction within ten (10) days after being notified that work can begin.

The company representative does warrant that by signing the bid documents, the additional insured endorsement will be included in the insurance coverage supplied to the City as part of the specified requirements. All pathway construction shall be substantially completed by November 15, 2020. All construction, including restoration, shall be completed by April 15, 2020.

Company: WARREN CONTRACTORS & DEVELOPMENT, INC. Address: 14979 TECHNOLOGY DR.
SHELBY TWP., MI 48315
Signed: [Signature] County: MACOMB
By: NICK CERULLO Telephone: 566-323-3350
Title: VICE PRESIDENT Email: NICK@WARRENCONDEV.COM

The anticipated City Council Award Date is September 14, 2020.
Project completion shall be no later than November 15, 2020.

STATE WARRANTY:

1 YEAR

STATE START DATE (anticipated & approximate):

ASAP HOPEFULLY BY 9/21/20 PENDING AWARD

ANTICIPATED DURATION TO COMPLETE:

11 WEEKS OF CONSTRUCTION
DEC 4th WEATHER PERMITTING FOR PAVING

BIDDER QUESTIONNAIRE

Please give the following information regarding your Proposal for this bid:

1. Number of years of experience in this work:

26 years

2. List the number and types of equipment to be used if awarded this bid:

Equipment list is attached

3. List the municipalities you have contracted with during the past three years for this type of work:

Please see attached list of past and present projects within the last 5 years. We successfully completed a trail project for Troy in 2018.

4. Name of your bank and other financial reference:

Bank of America - more information available upon request

5. Name of your insurance carrier: See attached certificate of insurance example

6. PL/PD/BI Insurance carrier: _____

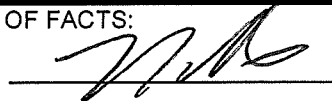
Workman's Compensation: _____

Amount of Insurance Coverage: _____

6. Comments: _____

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative:



Company:

Warren Contractors & Development, Inc.

Address:

14979 Technology Dr.

Shelby Twp., MI 48315

Phone Number:

586-323-3350

UNIT PRICES:

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

PREVAILING WAGE PROJECT:

This is not a prevailing wage project.

PRE-BID MEETING:

A Pre-Bid Meeting is NOT required for this project.

ADDITIONAL INFORMATION:

For additional information or questions concerning this project, please contact Mr. Kurt Bovensiep Public Works Director (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(s) to determine the amount and scope of work to be performed as per the bid specifications. If the bidder does not conduct site inspection(s), that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal.

PERMITS:

All work performed must meet City and State Code. The Contractor shall obtain all applicable and required permits and arrange for inspections. Applicable permits may be obtained by going to the City of Troy Building Department located on the second floor of City Hall. All Permit fees will be waived.

BID DEPOSIT AND FORFEITURE:

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

AWARD:

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

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

DOWNPAYMENTS AND PREPAYMENTS:

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

DELIVERY:

All materials are to be F.O.B. delivered, freight paid, to the various work sites within the City of Troy.

COMPLETION DATE:

The contractor awarded the project shall substantially complete the project by the date of **NOVEMBER 15, 2020**. The final restoration completion date is April 15, 2021.

CONTACT INFORMATION:

Hours of operation: 7AM - 5PM 24 Hr. Contact Phone No. Upon request

COMPANY NAME: Warren Contractors & Development, Inc.

LOCAL PREFERENCE:

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

PURCHASE ORDER:

After the Troy City Council has approved the award, the City of Troy Purchasing Department will send an award letter to the successful bidder(s). The successful bidder(s) once notified, will be required to submit the specified bonds. A purchase order will be issued in approximately one-week and released, once acceptable bonds and insurance are received. A purchase order issued in conjunction with the Contract Form (provided in the Forms Section) from the City of Troy will create a bilateral contract between the parties, and the successful bidder(s) shall commit to perform the contract in accordance with specifications.

CONTRACT FORMS:

Bidders should complete 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.

PROGRESS PAYMENTS:

The City of Troy will consider a progress payment schedule for work as completed in accordance with specifications. (See Supplemental General Conditions, page 1 of 2 and General Conditions, Section 7; page 6 of 10). The Project Construction Manager will have final approval of the schedule as presented. No payments for work will be made until the designated City representative approves the work as complete in accordance with specifications. Prior to release of the final payment, consent of surety document (A1A Document G707) will be required and signed by the surety Company. The City of Troy reserves the right to reject the payment schedule if deemed necessary, and determine the final schedule.

Proposed Payment

Schedule Every month

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

REFERENCES: **Please see attached list of present and past projects**

The City of Troy requires that your company list at least three (3) locations, listing names of owners, addresses, and phone numbers where they have recently completed similar work in the past two (2) years.

OWNER: _____
ADDRESS: _____
PHONE: _____ CONTACT: _____
EMAIL: _____

OWNER: _____
ADDRESS: _____
PHONE: _____ CONTACT: _____
EMAIL: _____

COMPANY NAME: _____

REFERENCES (continued)

OWNER: _____
ADDRESS: _____
PHONE: _____ CONTACT: _____
EMAIL: _____

MICHIGAN CONSTRUCTION LIEN ACT:

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

PUBLIC ACT 57:

Public Act 57 requires contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for modifications of contracts for improvement of real property; to provide for remedies; and to repeal acts and parts of acts. This contract shall comply with all applicable provisions of Public Act 57 [a copy of the act is attached for reference (2 pages)].

BOND SUBMITTAL:

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

SUBCONTRACTORS:

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. The Contractor shall list the name and address of the proposed Subcontractors and sub-subcontractors when required by the City. Approval of a Subcontractor or sub-subcontractors will not be given unless and until it is determined by the City that he/she is qualified to perform the type and magnitude of work proposed and shall have executed a Subcontract or sub-subcontract in a form acceptable to the City. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council.

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

COMPLETION SCHEDULE:

The work shall commence upon City Council Approval. A work schedule shall be provided to Mr. Kurt Bovensiep, Public Works Director. The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. The contractor is required to start the project within 10 working days after notification to proceed.

COMPANY NAME: Warren Contractors & Development, Inc.

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.

COMPANY NAME: Warren Contractors & Development, 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.

- (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: Warren Contractors & Development, Inc.

ADDITIONAL INSURED:

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be ***Additional Insureds***: The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

CANCELLATION NOTICE:

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy
Purchasing Manager
500 West Big Beaver
Troy, MI 48084

PROOF OF INSURANCE COVERAGE:

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

LETTER VERIFICATION:

The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. ***The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder or the bidder will be considered non-responsive and the bid un-awardable.*** This process will occur before presentation of the award recommendation to the Troy City Council.

FINAL INSURANCE CERTIFICATE SUBMISSION:

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) business additional days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

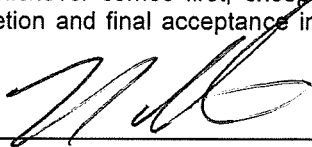
COMPANY NAME: Warren Contractors & Development, Inc.

SIGNATURE PAGE

PRICES:

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____



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: 38-317-5357

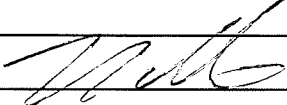
COMPANY: Warren Contractors & Development, Inc.

ADDRESS: 14979 Technology Dr. CITY: Shelby Twp STATE: MI ZIP: 48315

PHONE: (586) 323-3350 FAX NUMBER: (586) 323-3351

REPRESENTATIVE NAME: Nick Cerullo

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____



PAYMENT TERMS: 30 Days WARRANTY: 1 year

CHECK INCLUDED: YES COMPLETION: _____

EMAIL: nick@warrencondev.com

EXCEPTIONS:

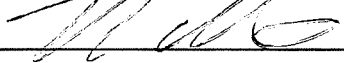
Any exceptions, substitutions, deviations, etc. from the City of Troy specifications and this bid proposal must be stated below. The reason for the exception(s), deviation(s), substitution(s), are an integral part of this bid offer.

DEPENDENT ON START DATE CANNOT GUARANTEE PAVED OUT BY 11/15/20
11 WEEKS OF CONSTRUCTION TO PAVE OUT TOP COURSE DEPENDENT ON UNDERLUTTING ATY
RESTORATION COMPLETE BY SPRING 21.

ACKNOWLEDGEMENT:

I, Nick Cerullo, 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 SDS 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.



August 31, 2020
Addendum 2
ITB-COT 21-04
Sylvan Glen Pathway Project
Page 1 of 2

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 21-04, Sylvan Glen Pathway Project**. The CHANGES will be considered an integral part of the original proposal documents.

QUESTION: Will the contractor be responsible for all engineering and layout?

ANSWER: The City's design consultant, AEW will be responsible for providing layout stakes.

QUESTION: Please confirm the below as referenced in specifications.

Page 48 of ITB
Pavement Restoration Sylvan Glen Pathway Project
Page 1

GENERAL

- a. This work shall consist of the replacement of the existing pavement (concrete or asphalt), sidewalks or driveway approaches disturbed during construction. All work shall conform to MDOT 2012 Standard Specifications for Construction.
- b. When no pay items appear in the proposal for pavement restoration it shall mean that payment is included in other proposal items of work.

ANSWER: Correct. The contractor shall be responsible for all restoration including any damage to hard surfaces, which is to be included in the bidders price.

QUESTION: Requesting a clarification that would reflect bond premium. There is a contradiction in the specs provided over the maintenance period. See bid proposal page 2 paragraph 7 & page 7 in the paragraph labeled "**Bond Submittal**"; where it states a two year maintenance period earlier within the documents page 2 of the bid proposal and later indicates a 1 year maintenance period. Can you clarify?

ANSWER: The maintenance period is 1 year from completion, which would likely entail mowing and fertilizing. The 2 year reference is referring to a warranty.

QUESTION: Can crushed concrete be used for the 21AA base material under the path? The specifications only reference limestone for the maintenance aggregate. If we are following MDOT spec, crushed concrete would be allowed as long as it is further than 100' from any water course.

ANSWER: Most of the trail is within 100' of the detention pond that drains into a county drain. Therefore limestone is specified for the entire project.

QUESTION: What type of backfill will be required for the Subgrade Undercutting, Type 1 item? As per MDOT specification, this would mean, "Backfill subgrade undercutting Type I with selected clay or other Engineer-approved material." The Geotechnical reports suggest backfilling undercut areas with 21AA. If 21AA is to be used can crushed concrete be used?

ANSWER: 21AA limestone shall be used.

QUESTION: Addendum No.1, Compiled Drawings, Sheet 3 shows "Headwall Detail" for 48" Culvert. Shall these headwalls be in lieu of 48" end sections or are we only installing end sections as indicated in bid proposal line item 15? Or, shall these headwalls not be included?

ANSWER: The headwall shall be installed in lieu of the 48" End Sections. The Bid Item "Culv, End Sect, Conc, 48 inch" has been removed and replaced with pay item "headwall, Conc." Per Addendum No.1.

QUESTION: Pavement cross sections, Sheet 8 indicates removal of up to 6" of material and backfill with remaining material approved by engineer, what material does this refer to?

ANSWER: The backfill material to be used refers to the Engineered fill referenced in the G2 Soils report within the specifications, or Embankment, CIP which can be found in the MDOT 2012 Section on placing and compacting embankment within the roadway earthwork section. The Engineered fill or Embankment, CIP is a material free of organic matter, frozen soil, clods, or other harmful materials. Typically, existing on-site fill and native soils free of organic material are generally suitable for reuse as engineered fill. If imported material is required, MDOT Class II or III granular material will be suitable for fill in these areas.

QUESTION: Pavement section STA. 44+92 TO STA. 45+70 indicates removal of the same 6" of material as mentioned above, however states backfill with engineered fill, please specify backfill material for this area.

ANSWER: The answer to this question is the same as the previous. The note states "Backfill with remaining material approved by engineer or Embankment, CIP." If imported material is required, MDOT Class II or III granular material will be suitable for fill in these areas.

The following changes to and/or clarifications of the Contract Documents will be incorporated in said Contract Documents and such changes shall be allowed for in the price bid by the Contractor, such that the price indicated in the Proposal shall represent the conditions as set forth in the original Contract Documents as modified by this Addendum.

The following additions, changes, and clarifications are made and are included, attached and a part of this Addendum. 2.

I, the undersigned Bidder, have read this addendum and have integrated the changes into the Bid Proposal documents for ITB-COT 21-04, **Sylvan Glen Pathway Project**. All other items in the original proposal document remain the same. This addendum should be included with *electronic* bid submission on or before **Thursday, September 3, 2020 at 10:00 A.M., EDT** in the Office of the City Clerk.

COMPANY: Warren Contractors & Development, Inc.

NAME OF REPRESENTATIVE: Nick Cerullo

SIGNATURE OF AUTHORIZED REPRESENTATIVE: (Print) 

ADDRESS: 14979 Technology Dr.
Shelby Twp., MI 48315

DATE: 9/2/20



LIST OF REFERENCES of CURRENT and PAST PROJECTS

Warren Contractors & Development Inc. is currently the Prime Contractor on the following projects:

- Roseville – Utica Streetscape
 - Owner: MDOT / City of Roseville
 - Owner #: 50051-132554
 - WCDI #: 2001
 - Location: Utica Road from Gratiot to 12 Mile
 - Contract Amount: \$1,232,149.05
 - Year: 2020
 - Project Engineer: AEW – Mike Vigneron
 - Project Remaining: 50%

- Neighborhood Parks Bid Package #6
 - Owner: City of Sterling Heights
 - DMA Job #
 - WCDI #: 1905
 - Location: Various Parks throughout the City
 - Contract Amount: \$1,244,828.30
 - Year: 2019-2020
 - Project Engineer: Charlotte Keller (DMA) / Jason Castor (Sterling Heights)
 - Project Remaining: 50%

- Delia Park Improvements
 - Owner: City of Sterling Heights
 - DMA Job #16078E
 - Location: Delia Park Sterling Heights
 - Contract Amount: \$999,867.70
 - Year: 2019
 - Project Engineer: Charlotte Keller (DMA) / Jason Castor (Sterling Heights)
 - Project Remaining: 5%



LIST OF REFERENCES of CURRENT and PAST PROJECTS

Warren Contractors & Development Inc. was the Prime Contractor on the following past projects:

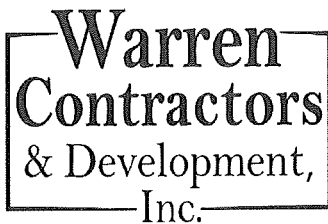
- Oak Park – 9 Mile Pocket Parks
 - Owner: City of Oak Park
 - Owner #: 0037-18-0010
 - Location: 9 Mile at Seneca/Sherman
 - Contract Amount: \$597,123.72
 - Year: 2019
 - Project Engineer: OHM Advisors – Scott Emmons
 - Project Description: New pocket parks at Sherman St. and Seneca St. including new electrical, colored concrete brick pavers site furnishings and landscaping.

- Oak Park – MDOT 9 Mile Road Diet
 - Owner: MDOT / City of Oak Park
 - Owner #: 63000-200805
 - Location: 9 Mile at Seneca/Sherman
 - Contract Amount: \$1,830,514.01
 - Year: 2019
 - Project Engineer: OHM Advisors – Scott Emmons
 - Project Description: 1.63 mi of shared use path, sidewalk ramps, drainage, signing and pavement markings on West 9 Mile Road from Pinecrest Drive to McClain Drive in the city of Oak Park, Oakland County.

- Joy Road Drainage Improvements
 - Owner: MDOT / Wayne County
 - Owner #: 82400-132539
 - Location: Various intersection on Joy Road in the City of Detroit
 - Contract Amount: \$798,491.70
 - Year: 2019
 - Project Engineer: Martin Wininger - Wayne CRC
 - Project Description: Construct green storm water retention infrastructure on Joy Road at multiple intersections in the city of Detroit, Wayne County.

- Marine City Safety Routes
 - Owner: Marine City / MDOT
 - Owner #: 77475-132896
 - WCDI #: 1807
 - Location: Various Routes.
 - Contract Amount: \$449,492.98
 - Year: 2018
 - Project Engineer: Bob Daavettila Tetra Tech
 - Project Description: 0.25 mi of concrete sidewalk, signal, crosswalks and signing at Belle River Elementary School, Marine City Middle School and Holy Cross Elementary School in the city of Marine City, St. Clair County.

- Mt. Clemens Pedestrian Crosswalks
 - Owner: Mount Clemens / MDOT
 - Owner #: 50000-200773



LIST OF REFERENCES of CURRENT and PAST PROJECTS

- WCDI #: 1808
- Location: Various Routes.
- Contract Amount: \$577,132.24
- Year: 2018
- Project Engineer: Brent McDonald – AEW
- Project Description: 0.24 mi of concrete crosswalks, curb, gutter, sidewalk and ramps, aggregate base, drainage, landscaping and site furniture on various routes in the city of Mt. Clemens, Macomb County.

- Auburn Hills – Riverside Park
 - Owner: City of Auburn Hills
 - Owner #: 0120-17-0310
 - WCDI #: 1802
 - Location: Squirrel Ct at Auburn Road
 - Contract Amount: \$927,749.40
 - Year: 2018
 - Project Engineer: OHM Advisors – Tim Juidici
 - Project Description: New park including amphitheater and splash pad. Work items included new concrete sidewalk, asphalt pathways, precast block walls, concrete steps, electrical lighting, landscaping and restoration.

- Fisher Streetscape
 - Owner: MDOT / City of Grosse Pointe
 - MDOT # 82457-129411-2
 - WCDI #: 1804 and 1805
 - Location: Fisher Road from Maumee Avenue to St. Paul Avenue
 - Contract Amount: \$639,482.13 + 116,780.51 = \$756,262.64
 - Year: 2018
 - Project Engineer: AEW - Stephen Pangori, P.E
 - Project Description: 0.17 mi of concrete sidewalk, landscaping of trees and bushes, irrigation system and street lighting along Fisher Road from Maumee Avenue to St. Paul Avenue in the city of Grosse Pointe, Wayne County.

- M-59 Corridor Markers
 - Owner: City of Sterling Heights
 - Owner #: 17-301
 - Location: M-59 between M-53 and Hayes Rd
 - Contract Amount: \$339,350.00
 - Year: 2018
 - Project Engineer: HRC – Sal Conigliaro

- Royal Oak – Non Motorized Improvement
 - Owner: City of Royal Oak
 - Owner #: CAP1822
 - WCDI #: 1806
 - Location: Washington and Main St.
 - Contract Amount: \$1,046,444.00
 - Year: 2018
 - Project Engineer: RO Stephen Pernal

- Trenton – West Jefferson Greenway Trail
 - Owner: MDOT / City of Trenton



LIST OF REFERENCES of CURRENT and PAST PROJECTS

- MDOT #82000-200427
- WCDI #: 1803
- Location: West Jefferson Avenue from south of Grosse Ile Parkway to north of Vreeland Road
- Contract Amount: \$448,416.36
- Year: 2018
- Project Engineer: Bryan Turczynski, Fishbeck

- Troy Recreational Trails Phase I
 - Owner: City of Troy
 - Owner #: 2018C0035
 - Location: Wattles and Livernois
 - Contract Amount: \$474,647.00
 - Year: 2017-2018
 - Project Engineer: HRC - Brad Shepler

- Neighborhood Parks Bid Package #1
 - Owner: City of Sterling Heights
 - Owner #: DMA JOB #16079
 - WCDI #: 1703
 - Location: Delia, Benjamin Hadley, Hampton, Leroy Imus, Thomas Chappelle and Washington Square Park
 - Contract Amount: \$1,720,678.40
 - Year: 2017
 - Project Engineer: Dorchen Martin and Associates - Charlotte Keller

- Martin and Harding Park Pathways
 - Owner: Ferndale
 - Owner #: GW Project No. 19034.00
 - WCDI #: 1702
 - Location: Harding and Martin Park in City of Ferndale
 - Contract Amount: \$289,437.00
 - Year: 2017
 - Project Engineer: Scott Ringler sringler@giffelswebster.com

- Lake St. Clair Metro Park Playground Redevelopment
 - Owner: HCMA
 - Owner #: 502-15-666R
 - WCDI #: 1701
 - Location: Lake St. Clair Metro Park 31300 Metro Parkway
 - Contract Amount: \$2,069,215.55
 - Year: 2017
 - Project Engineer: HCMA - Kirk Walker Kirk.Walker@metroparks.com

- Elizabeth Park Greenway and Shoreline Restoration
 - Owner: City of Royal Oak
 - Owner #: 2014005.00
 - Location: Elizabeth Park in Trenton
 - Contract Amount: \$1,060,571.36
 - Year: 2016
 - Project Engineer: Hamilton Anderson – Burke Jenkins



LIST OF REFERENCES of CURRENT and PAST PROJECTS

- S. Main St. Streetscape and Resurfacing
 - Owner: City of Royal Oak / MDOT
 - Owner #: 63459-129597
 - Location: On Main St. from Lincoln to 10 Mile Road
 - Contract Amount: \$2,286,366.26
 - Year: 2016
 - Project Engineer: Fishbeck –Bryan D. <bdturczynski@ftch.com>

- Oakland County CB Repair Project
 - Owner: MDOT
 - Owner #: 63900-M71644
 - Location: Dixie Hwy, Perry St, M-59, Woodward and I-696
 - Contract Amount: \$770,611.14
 - Year: 2016
 - Project Engineer: HRC Surhigh, Kevin ksurhigh@hrc-engr.com
 - Project Remaining: 20%

- Royal Oak 2016 Eagle Plaza Park
 - Owner: City of Royal Oak
 - Owner #: CAP1609
 - Location: Downtown Royal Oak
 - Contract Amount: \$ 311,996.00
 - Year: 2016
 - Project Engineer: - City of Royal Oak / Living Lab: Holly J. Donoghue (RO) 248.246.3266
 - Project Remaining: 10%

- Royal Oak 2016 E. Fourth Street Streetscape
 - Owner: City of Royal Oak
 - Owner #: CAP1604
 - Location: Downtown Royal Oak
 - Contract Amount: \$ 984,071.25
 - Year: 2016
 - Project Engineer: - Nowak and Fraus – Brad W. Brickel: 248.332.7931
 - Project Description: Complete road reconstruction including all sidewalks and driveways. Major items of work include, HMA Milling, concrete pavement and driveway removals, earth excavation, new curb and gutter, new concrete driveways and sidewalks, stamp colored concrete and landscaping

- Downtown Pedestrian Crossing Improvements
 - Owner: MDOT/Mt. Clemens
 - Owner #: 50458-126613-2
 - Location: Downtown Mt. Clemens
 - Contract Amount: \$497,295.22
 - Year: 2016
 - Project Engineer: - AEW – Kyle Seidel 586-726-1234
 - Project Description: 0.24 mi of hot mix asphalt removal and patching, concrete pavement repair, curb, gutter, sidewalk and ramps, clay brick pavers, and pavement markings at various cross walk locations

LIST OF EQUIPMENT	CATEGORY	TYPE	YEAR
DAEMO S700V BREAKER (backhoe)	Attachment	Breaker	2004
36" DITCH BUCKET	Attachment	Bucket	
PLATE COMPACTOR ATTACHMENT (HOE PACK)	Attachment	Hoe Pack	
BOBCAT 2500 BREAKER ATTACHMENT (yellow)	Attachment	Breaker	
LOADER BUCKET FORKS 43"	Attachment	Forks	
2 AUGER BITS FOR SKIDSTEER	Attachment	Auger Bits	
SKID STEER AUGER HEAD	Attachment	Auger	
SWEEPER ATTACHMENT	Attachment	Sweeper	
VERSATECH SKID STEER ATTAC1H0M/	Attachment	Bucket?	
BREAKER HYDRAULIC (Black from Carelton)	Attachment	Breaker	
TERAN 60" DITCHING BUCKET	Attachment	Bucket	
JOHN DEERE 650G CRAWLER DOZER	Heavy Equip	Dozer	1998
HYUNDAI R250 LC3 CRAWLER	Heavy Equip	Excavator	2000
KOMATSU EXCAVATOR 128PCUS	Heavy Equip	Excavator	2000
JCB 426HT Integrated Tool Carrier	Heavy Equip	Loader	2001
KOMATSU EXCAVATOR 120PC	Heavy Equip	Excavator	2004
John Deere 310G BACKHOE	Heavy Equip	Backhoe	2004
BOBCAT 328 MINI EXCAVATOR	Heavy Equip	Excavator	2004
TEREX BENFORD TA6 4X4 Dumper	Heavy Equip	Dumper	2004
JOHN DEERE 332 SKIDSTEER Wheeled	Heavy Equip	Skidsteer	2007
VOLVO DD38H TANDEM ROLLER	Heavy Equip	Vibratory Tandem-Drum Roller	2008
JCB 3C-14 BACKHOE	Heavy Equip	Backhoe	2011
KOMATSU PC200-8	Heavy Equip	Excavator	2011
John Deere 544K	Heavy Equip	Loader	2011
BOBCAT S750 SKIDSTEER Wheeled	Heavy Equip	Skidsteer	2014
BOBCAT T770 Track	Heavy Equip	Skidsteer	2014
VOLVO ECR58D	Heavy Equip	Excavator	2016
KOBUTA L2900 TRACTOR	Heavy Equip	Tractor	1998
STONE SD66	Heavy Equip	Vibratory Drum Roller	2003
BOBCAT 863 TURBO SKIDSTEER Wheeled	Heavy Equip	Skidsteer	
JOHN DEERE 450J LGP	Heavy Equip	Dozer	
ROTARY HAMMER	Tool	Hammer Drill	
TS 420 STIHL SAW	Tool	Cut-off Saw	
INGERSOL AIR COMPRESSOR	Tool	Towable Air Compressor	
ASSEMBLED LOWBOY TRAILER	Trailer	Lowboy	1992
FRUEHAUF DUMP TRAILER	Trailer	Quad Axle Dump Trailer	1998
TRAIL KING TRAILER	Trailer	Flatbed Trailer	2001
CONTINENTAL TRAILER	Trailer	Flatbed Trailer	2003
HAULIN ENCLOSED TRAILER3	Trailer	Enclosed Trailer	2004
TRANSIT TRAILER	Trailer	Enclosed Trailer	2013
LOAD TRAIL TRAILER	Trailer	Flatbed Trailer	2016
ARROW TRAILER	Trailer	Flatbed Trailer	
INT'L TRACTOR	Truck	Tractor	1988
STERLING DUMP Tri-Axle (Black)	Truck	Tri Axle Dump Truck	1999
STERLING DUMP Tri-Axle (Red)	Truck	Tri Axle Dump Truck	1999
FORD VAN	Truck	Van	2001
INTERNATIONAL	Truck	Tractor	2005
FORD F450	Truck	Stake Truck	2006
FORD PICKUP	Truck	Pickup	2008
FORD PICKUP	Truck	Pickup	2009
INTL PROSTAR DUMP TRUCK5	Truck	Tandem Axle Dump Truck	2013



Legal Status of Bidder:

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

A corporation duly organized and doing business under the laws of the State of Michigan for whom Nick Cerullo, 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:~~

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

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**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.

Warren Contractors & Development, Inc.

Name of Agency/Company/Firm (Please Print)

Nick Cerullo, Vice President

Name and title of authorized representative (Please Print)

9/2/20

Signature of authorized representative

Date

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



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

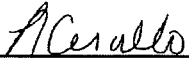
Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	Warren Contractors & Development, Inc.
Street Address	14979 Technology Dr.
City	Shelby Twp.
State, Zip	Michigan, 48315
Corporate I.D. Number/State	
Taxpayer I.D. #	38-3175357

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: Nick Cerullo

Witness Signature: 

Printed Name of Witness: Natalie Cerullo



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

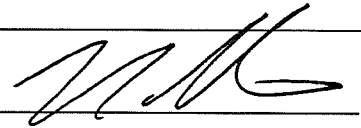
The undersigned, the owner or authorized officer of Warren Contractors & Development, Inc. (the "Proposer"), pursuant to the familial disclosure requirement provided in the Request for Proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employees of Warren Contractors & Development, Inc.

_____ and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

NONE

BIDDER: Warren Contractors & Development, Inc.

By: 

Its: Vice President

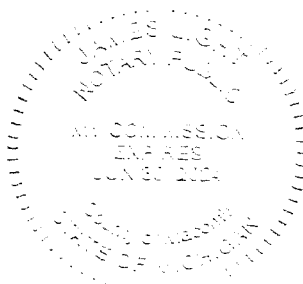
STATE OF MICHIGAN)

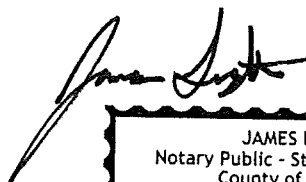
)ss.

COUNTY OF MACOMB)

This instrument was acknowledged before me on the 2ND day of SEPTEMBER, 2020, by

NICK CERULLO





JAMES LIGHT
Notary Public - State of Michigan
County of Macomb
My Commission Expires Jun 30, 2024
Acting in the County of MACOMB



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Nick Cerullo _____, 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)

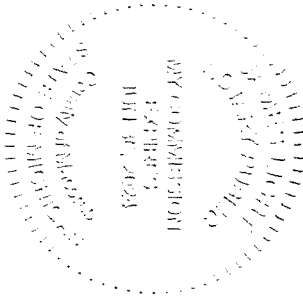
that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or 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 2ND day of SEPTEMBER, 2020 in and
for MACOMB County.

My commission expires:
06/30/2024



JAMES LIGHT
Notary Public - State of Michigan
County of Macomb
My Commission Expires Jun 30, 2024
Acting in the County of MACOMB



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: September 8, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Lisa Burnham, Controller
Kurt Bovensiep, Public Works Director
Dennis Trantham, Facilities and Grounds Operations Manager
Ashely Levin, Project Manager
MaryBeth Murz, Purchasing Manager

Subject: Standard Purchasing Resolution 2 – Low Bidder Meeting Specifications – Trail and Pathway Paving - Phase 2

History

Trails and Pathways has been a heavily discussed topic in the City of Troy. For the past several years trails and pathways have been included as a strategy and top initiative. "Re-evaluate the Trails & Pathways program with a focus on public participation and creative problem solving to build community support" is included as a 2019 strategy. Over the years, City Staff has applied for grants, held public engagement sessions, and recently constructed Phase One of the Troy Trail.

The first phase features a paved pathway approximately one mile in length that stretches from the Daisy Knight Dog Park to Wattles Road highlighting Troy's natural features in a wooded area.

In 2019, City Council was presented the proposed pathway for Phase Two of the Troy Trail in Sylvan Glen Lake Park. The second phase of the Troy Trail will begin in the parking lot at the park. A paved pathway will be constructed from the parking lot along the south edge of the lake and enter the wooded area. The trail will wind through the wooded area and provide connection to the adjacent subdivision. Phase two will continue to highlight Troy's natural resources while providing a new recreational opportunity.

Residents in the adjacent neighborhood were notified by mail of the proposed trail and asked to provide comments. Feedback was received regarding concerns for tree preservation and drainage which were both taken into consideration in the design process.

Anderson, Eckstein, and Westrick, Inc. (AEW), one of the City's professional service engineering firms (Resolution #2017-06-105-J-4a), has completed the Phase Two design drawings and specifications. AEW has also obtained necessary wetland and flood plain permits from the Michigan Department of Environment, Great Lakes, and Energy. With approval from City Council, the City will continue to use consultant AEW for construction management on this project.



500 West Big Beaver
 Troy, MI 48084
 troy.mi.gov

Purchasing

- On September 3, 2020 a bid opening was conducted as required by City Charter/Code for the Sylvan Glen Pathway Project.
- The bid was posted on the Michigan Intergovernmental Trade Network (MITN); www.mitn.info.
- Five hundred and fifty nine (559) vendors were notified via the MITN website.
- Six (6) bid responses were received. Below is a detailed summary of potential vendors for the bid opportunity:

Companies notified via MITN	559
Troy Companies notified via MITN	15
Troy Companies notified - Active email Notification	15
Troy Companies - Active Free	0
Companies that viewed the bid	108
Troy Companies that viewed the bid	2

*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.*

- After reviewing the bid proposals with *AEW, Warren Contractors & Development, Inc. of Shelby Township, MI* was the low bidder meeting all specifications for the installation of the second phase of the Troy Trail and is being recommended.
- Attached is *AEW's* supporting documentation to this recommendation.
- Although *Warren Contractors & Development* was not the low bidder, they are the next lowest bidder meeting the *similar project completion* requirement.
- The low bidder did not meet this requirement because they did not have the necessary project experience as a primary contractor.

Financial

Funds are available in Capital Fund – Park – Trails & Pathways with an associated project number of 2021C0048. Expenditures will be charged to 401.751.770.7974.710.

Recommendation

City management recommends awarding a contract to install the second phase of the Troy Trail to the low bidder meeting specifications; *Warren Contractors & Development, Inc. of Shelby Township, MI* at the unit prices contained in the bid tabulations opened September 3, 2020 with an estimated total of \$549,671.25 and with a 15% contingency totaling \$82,450.69 but not to exceed budgetary limitations. The award is contingent upon the contractor's submission of properly executed bid documents including insurance certificates, and all other specified requirements.



500 West Big Beaver
Troy, MI 48084
troymi.gov



Standard Purchasing Resolution 5: – Approval to Expend Budgeted Funds- Trails and Pathway- Sylvan Glen Lake Park

RESOLVED, That Troy City Council hereby APPROVES expending budgeted capital funds to *Anderson, Eckstein, and Westrick, Inc. (AEW) of Shelby Township, MI*, which is one of the City's professional service engineering firms (Resolution #2017-06-105-J-4a), for the construction management of a trail and pathway at Sylvan Glen Lake Park for a total estimated cost of \$70,032 and not to exceed budgetary limitations.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: September 8, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Lisa Burnham, Controller
Kurt Bovensiepe, Public Works Director
Dennis Trantham, Facilities and Grounds Operations Manager
Ashely Levin, Project Manager
MaryBeth Murz, Purchasing Manager

Subject: Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds - Trails and Pathway- Sylvan Glen Lake Park

History

In June of 2019 City Staff presented City Council a plan to construct Phase Two of the Troy Trail in Sylvan Glen Lake Park. Phase Two plans were consistent with the Green Space Subcommittee recommendations to improve Sylvan Glen Lake Park. The plan includes a paved pathway that stretches from the parking lot, along the south edge of the lake, into the wooded area abutting the golf course, and connects to the neighborhood to the west of the park.

Anderson, Eckstein, and Westrick, Inc. (AEW), one of the City's professional service engineering firms (Resolution #2017-06-105-J-4a), was tasked with design and engineering of Phase Two of the Troy Trail. Over the last several months AEW has completed the design drawings, specifications, and applied for permits with the Michigan Department of Environment, Great Lakes, and Energy for this project.

AEW has submitted a proposal to provide construction management services for Phase Two of Troy Trail. The proposal for construction management services includes review of bid, recommendation of award, oversight of trail construction, communication of project status to staff, coordinate all site testing, and to address all public questions and concerns.

Purchasing

The current contract with *Anderson, Eckstein, and Westrick, Inc. (AEW)* was adopted by City Council in 2017 for engineering and design services (Resolution #2017-06-105-J-4a). Under current contract pricing, AEW's construction management services are based off 11.04% of the trail's estimated construction cost plus the cost of construction testing by outside parties for an approximate total of \$70,032 per the attached proposal.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Financial

Funds are available in Capital Fund – Park – Trails & Pathways with an associated project number of 2021C0048. Expenditures will be charged to 401.751.770.7974.710.

Recommendation

City Management recommends granting the authority to expend budgeted capital funds to Anderson, Eckstein, and Westrick, Inc. (AEW), which is one of the City's professional service engineering firms (Resolution #2017-06-105-J-4a), for construction management services in regards to Phase Two of the Troy Trail in Sylvan Glen Lake Park for a total estimated cost of \$70,032.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 Schoenherr Road
Shelby Township, MI 48315
586.726.1234
www.aewinc.com

August 19, 2020

Kurt Bovensiepe
Public Works Director
City of Troy
4693 Rochester Road
Troy, MI 48085

Reference: **Proposal for Professional Services**
Sylvan Glen Lake Park Pathway

Dear Mr. Bovensiepe:

Thank you for considering Anderson, Eckstein and Westrick, Inc. for providing professional engineering and surveying services for the referenced project.

Understanding of the Project

We have completed the design drawings and specifications for the Sylvan Glen Pathway and it is currently posted on BidNet for construction bids. Per your request we are providing a proposal for construction engineering services. It is anticipated that construction of this project will start in late September 2020 and end in November 2020, with final restoration possibly occurring in the spring of 2021.

Services to be Provided

Based upon our conversations, we propose to provide the following services for this project.

Construction Management

- Review bids received and provide a recommendation of award.
- Coordinate and administer the preconstruction meeting.
- Complete Construction Administration and draw request approvals.
- Complete Construction Observation.
- Coordinate and contract with a geotechnical engineer to complete material testing.
- Construction staking.
- Provide construction updates to City.
- Address public questions and concerns.

Material testing is outside the scope of services that AEW can provide. We propose to coordinate these services to be performed by sub-consultants.



500 West Big Beaver
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CITY COUNCIL AGENDA ITEM



Kurt Bovensiepe
August 19, 2020
Page 2

Fee for Professional Services

The following fees will be on a lump sum (fixed fee) basis per Proposal B of our contract with the City of Troy, utilizing the percentage table for Road Projects. As the construction costs are not known at this time, we have estimated a budgetary cost of this project to be \$580,000. Fees provided by others include a 7.5% prime consultant markup. Upon opening of bids the actual construction cost will be utilized to adjust percentage fees and lump sum costs.

Construction Management (11.04% of Construction)	\$64,032
Construction Testing (By Others)	<u>6,000</u>
TOTAL	\$70,032

Execution of the Agreement

We trust that this proposal meets your needs. Please advise if any modifications or clarifications are required. When you are prepared to authorize us to proceed, please sign, date, and return one copy of this agreement with original signatures.

We appreciate the opportunity to work with you on this project. If you have any questions or require additional information please call me.

Sincerely,

Anderson, Eckstein and Westrick, Inc.

Accepted By

Taylor Sting Taylor Sting
Aug 19 2020 11:37 AM

Taylor Sting, PE
Licensed Engineer

Signature

Kyle M. Seidel Kyle M. Seidel
Aug 19 2020 11:20 AM

Kyle M. Seidel, PE, CFM
Senior Project Engineer

Printed Name, Title

Date

M:\0999\0999-0852\2020\KMS\Troy\Sylvan Glen Pathway CE.docx



500 West Big Beaver
Troy, MI 48084
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CITY COUNCIL AGENDA ITEM

PURCHASE/SERVICE CONTRACT

PAGE: 1 of 1

Ship To

City of Troy
Engineering
500 W BIG BEAVER RD
TROY, MI 48084

Bill To

City of Troy
Engineering
500 W BIG BEAVER RD
TROY, MI 48084

No: 2018-90000005
Date: 06/21/2017

FOB DESTINATION

Entered By: MaryBeth Murz

Vendor

VENDOR NO. 171988
ANDERSON, ECKSTEIN & WESTRICK,
INC.
51301 SCHOENHERR ROAD
SHELBY TOWNSHIP, MI 48315

CONTRACT DESCRIPTION					
Commence Date	Expiration Date	Renewal	Resolution #	Contract #	Amount
07/01/2017	06/30/2022	5 Times Annually	2017-06-105-J-4a	2018-90000005	See Below
<p>GENERAL CONSULTING ENGINEERING SERVICES</p> <p>Furnish five (5) year requirements of General Consulting Engineering Services for the City of Troy until June 30, 2022 with an option to renew the contract for an additional five (5) year period under the same terms and conditions based upon mutual consent of both parties within ninety (90) days of contract termination, in accordance with the specifications and pricing for RFP-COT 17-13 and Addendums 1 & 2.</p> <p>Certificate of Insurance and Endorsement and all other specified requirements shall be on file for duration of contract.</p> <p>City Council Approval Date: June 19, 2017.</p>					

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
Purchasing Manager



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

CITY OF TROY
PURCHASE ORDER
GENERAL CONSULTING ENGINEERING SERVICES

RFP-COT 17-13
Page 1 of 3

FIRM NAME: Anderson, Eckstein,
Westrick, Inc.
Shelby Township, MI

PROPOSAL: GENERAL CONSULTING ENGINEERING SERVICES

SIX (6) COPIES	(Yes or No)	Yes
ADDENDUM 1: Attached	(Yes or No)	Yes
TERMS:		
EXCEPTIONS:	(Yes or No)	No
QUESTIONNAIRE:	(Yes or No)	Yes
REFERENCES:	(Yes or No)	Yes
ACKNOWLEDGEMENT:	(Yes or No)	Yes

PROPOSAL A:

SERVICES

HOURLY RATES

Engineering Services:

Professional Engineer	\$140.00
Graduate Engineer	\$103.00
Project Engineer	\$103.00
Engineering Aide	\$86.00
Technician	\$69.00

Survey Services:

Professional Surveyor	\$140.00
Graduate Surveyor	\$103.00
Surveyor	\$78.00
Surveyor Aide	\$69.00
Survey Crew Three (3) Person	\$208.00
Survey Crew Two (2) Person	\$175.00
Survey Crew One (1) Person	\$136.00

Inspection Services:

Lead Inspector	\$86.00
Inspectors	\$78.00
Soil Erosion Inspector	\$78.00

Environmental Services:

Professional Engineer	\$125.00
Graduate Architect	\$109.00
Project Engineer	\$109.00
Environmental Analyst	\$109.00
Wetland Scientist/Biologist	\$109.00
Registered Landscape Architect	\$90.00

Traffic Engineering Services:

Professional Traffic Engineer	\$140.00
Graduate Traffic Engineer	\$103.00
Traffic Technician	\$86.00

Fee Schedule attached and labeled

Yes. Labeled Exhibit A



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CITY COUNCIL AGENDA ITEM

CITY OF TROY
PURCHASE ORDER
GENERAL CONSULTING ENGINEERING SERVICES

RFP-COT 17-13
Page 2 of 3

FIRM NAME: Anderson, Eckstein,
Westrick, Inc.
Shelby Township, MI

PROPOSAL B: Design & Construction Management Fees as a Percentage of Construction Costs.

<u>ROAD PROJECT:</u>		<u>Design Services</u>	
	<u>CONSTRUCTION COSTS</u>	<u>Low %</u>	<u>High %</u>
	\$100,000	8%	9.0%
	\$500,000	6%	7.0%
	\$1,000,000 & Over	5.2%	6.2%
		<u>Con. Management</u>	
	<u>CONSTRUCTION COSTS</u>	<u>Low %</u>	<u>High %</u>
	\$100,000	13.0%	13.5%
	\$500,000	11.3%	11.8%
	\$1,000,000 & Over	9.7%	10.2%

<u>SANITARY SEWER PROJECT:</u>		<u>Design Services</u>	
	<u>CONSTRUCTION COSTS</u>	<u>Low %</u>	<u>High %</u>
	\$100,000	8%	9.0%
	\$500,000	6%	7.0%
	\$1,000,000 & Over	5.2%	6.2%
		<u>Con. Management</u>	
	<u>CONSTRUCTION COSTS</u>	<u>Low %</u>	<u>High %</u>
	\$100,000	13.0%	13.5%
	\$500,000	11.3%	11.8%
	\$1,000,000 & Over	9.7%	10.2%

<u>WATER MAIN PROJECT:</u>		<u>Design Services</u>	
	<u>CONSTRUCTION COSTS</u>	<u>Low %</u>	<u>High %</u>
	\$100,000	8%	9.0%
	\$500,000	6%	7.0%
	\$1,000,000 & Over	5.2%	6.2%
		<u>Con. Management</u>	
	<u>CONSTRUCTION COSTS</u>	<u>Low %</u>	<u>High %</u>
	\$100,000	13.0%	13.5%
	\$500,000	11.3%	11.8%
	\$1,000,000 & Over	9.7%	10.2%

<u>ENVIRONMENTAL PROJECT:</u>		<u>Design Services</u>	
	<u>CONSTRUCTION COSTS</u>	<u>Low %</u>	<u>High %</u>
	\$100,000	8.5%	9.0%
	\$500,000	6.5%	7.0%
	\$1,000,000 & Over	5.7%	6.2%
		<u>Con. Management</u>	
	<u>CONSTRUCTION COSTS</u>	<u>Low %</u>	<u>High %</u>
	\$100,000	13.0%	13.5%
	\$500,000	11.3%	11.8%
	\$1,000,000 & Over	9.7%	10.2%

Fee Schedule attached and labeled

Yes. Labeled Exhibit B



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CITY COUNCIL AGENDA ITEM

CITY OF TROY
 PURCHASE ORDER
 GENERAL CONSULTING ENGINEERING SERVICES

RFP-COT 17-13
 Page 3 of 3

FIRM NAME:

Anderson, Eckstein,
 Westrick, Inc.
 Shelby Township, MI

PROPOSAL C:

**PROJECT TEAM
 CLASSIFICATION**

Engineering Services:

Professional Engineer
 Graduate Engineer
 Project Engineer
 Engineering Aide
 Technician

Survey Services:

Professional Surveyor
 Graduate Surveyor
 Surveyor
 Surveyor Aide
 Survey Crew Three (3) Person
 Survey Crew Two (2) Person
 Survey Crew One (1) Person

Inspection Services:

Lead Inspector
 Inspectors
 Soil Erosion Inspector

Environmental Services:

Professional Engineer
 Graduate Architect
 Project Engineer

OVERALL AVAILABILITY (IN HOURS)
30
20
20
20
20
20
20
10
10
10
20
20
20
20
40
40
40
20
20
20

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.