

CITY COUNCIL MINUTES

May 10, 2021

**Standard Purchasing Resolution 2: Low Bidders Meeting Specifications – Town Center Public Space (Introduced by: Kurt Bovensiepe, Public Works Director)**

Resolution #2021-05-073

Moved by Erickson Gault  
Seconded by Brooks

RESOLVED, That Troy City Council hereby **AWARDS** a contract to the low bidder meeting specifications; *Brix Corporation of Livonia, MI*, at the unit prices contained in the bid tabulation opened April 29, 2021, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, for an estimated cost of \$729,000 and a contingency amount of \$25,000. City Management also recommends awarding a contract to; *OHM Advisors, of Livonia, MI*, for the Construction Phase Services for a total estimated cost of \$96,000 but not to exceed budgetary limitations.

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

Yes: All-7

No: None

**MOTION CARRIED**

# BLANKET ORDER

No. 2021-00001436  
 DATE: 05/18/2021  
 PAGE: 1 of 1  
 FOB DESTINATION

**Ship To**  
 CITY OF TROY  
 Building Operations  
 3179 LIVERNOIS  
 TROY, MI 48083

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

**COUNCIL RESOLUTION**  
 2021-05-073  
**INSTRUCTIONS**  
 Return to Department

**VENDOR NO.** 175974

**Vendor**  
 BRIX CORPORATION  
 30591 SCHOOLCRAFT RD  
 LIVONIA, MI 48150

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	Town Center Public Space Construction A contract to furnish all labor, equipment, materials, supplies, supervision and completion of the Town Center Drive Public Space Project as described and/or shown on the drawings and as per all the bid specifications of ITB-COT 21-27.	729,000.0000	\$729,000.00

Entered By: Emily Frontera

\$729,000.00

**Special Instructions:**

City Council Award Date: May 10, 2021 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.

*Emily Frontera*

# BLANKET ORDER

No. 2021-00001435

DATE: 05/18/2021

PAGE: 1 of 1

FOB DESTINATION

Ship To

CITY OF TROY  
Building Operations  
3179 LIVERNOIS  
TROY, MI 48083

Bill To

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

**COUNCIL RESOLUTION**

2021-05-073

**CONTRACT #**

2018-90000003

**INSTRUCTIONS**

Return to Department

**VENDOR NO.** 109242

Vendor

OHM ENGINEERING ADVISORS  
34000 PLYMOUTH ROAD  
LIVONIA, MI 48150

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	Town Center Public Space - Contract Admin Services	25,000.0000	\$25,000.00
1	Lump Sum	Town Center Public Space - Construction Observation Services	43,000.0000	\$43,000.00
1	Lump Sum	Town Center Public Space - Testing Services	10,000.0000	\$10,000.00
1	Lump Sum	Town Center Public Space - Staking	18,000.0000	\$18,000.00
		A contract for Construction Phase Services that will include the administration, oversight, staking and testing as required per the Town Center Drive Public Space Project as described and/or shown on the drawings and as per the bid specifications of ITB-COT 21-27.		
Entered By: Emily Frontera				\$96,000.00

**Special Instructions:**

City Council Award Date June 19, 2017 CERTIFICATES OF INSURANCE and ENDORSEMENTS and all other specified requirements shall be on file for duration of the 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.

*Emily Frontera*

CITY OF TROY  
 BID TABULATION  
 TOWN CENTER PARKING LOT PROJECT

VENDOR NAME:	Brix Corporation	WCI Contractors, Inc.	Warren Contractors & Development, Inc.
CITY:	Livonia, MI	Detroit, MI	Shelby Twp., MI
CHECK NUMBER:	2251895	1554484	1608910937
CHECK AMOUNT:	\$10,000.00	\$10,000.00	\$10,000.00

**PROPOSAL: Provide all labor, materials, tools, equipment and supervision required for the furnishing and installing of all work herein described and/or shown on the drawings and as per all bid specifications for the TOWN CENTER DRIVE PUBLIC SPACE PROJECT AT THE TROY COMMUNITY CENTER.**

<b>BASE BID PRICE:</b>	<b>\$729,000.00</b>	<b>\$767,800.00</b>	<b>\$833,000.00</b>
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<b>ALTERNATES:</b>			
	<b>AMOUNT (Add/Deduct/No Change/Not Applicable)</b>	<b>AMOUNT (Add/Deduct/No Change/Not Applicable)</b>	<b>AMOUNT (Add/Deduct/No Change/Not Applicable)</b>
Alternate No. 01: Pedestrian Bridge:	\$147,000.00	\$187,500.00	\$165,000.00
Alternate No. 02: Electrical Conductors:	(\$4,000.00)	(\$4,000.00)	(\$4,000.00)
<b>TOTAL WITH ALTERNATES:</b>	<b>\$872,000.00</b>	<b>\$951,300.00</b>	<b>\$994,000.00</b>

<b>UNIT PRICES:</b>			
	<b>PRICE PER UNIT</b>	<b>PRICE PER UNIT</b>	<b>PRICE PER UNIT</b>
Unit Price No. 01: Excavation and Haul Off of Excessive Material	\$20.00/cyd	\$20.00	\$20.00
Unit Price No. 02: Subgrade Undercut	\$20.00/cyd	\$74.00	\$80.00
Unit Price No. 03: Aggregate Base	\$55.00/cyd	\$36.00	\$25.00

Attended Pre-Bid Meeting:	Y or N	Y	Y	Y
Hours of Operation:		8AM - 5PM	8AM - 4PM	7AM - 7PM
24 Hr. Phone Number:		313-965-0000	248-330-8663	586-549-0293
Proposed Payment Schedule:		30-day Pay apps	Monthly AIA Invoices	Monthly
Provided References:	Y or N	Y	Y	Y
Can Provide Insurance:	Y or N	Y	Y	Y
Payment Terms:		30 days	Net 30	30 days
Warranty:		1-year	1 year or per contract specifications	1 year
Completion:		9/10/21 (w/o bridge)	Not Specified	As Specified
Exceptions:		Qualifications page included in documents	None	Yes - noted on Signature Page
Acknowledgement:	Y or N	Y	Y	Y
Addendums:	Y or N	Y	Y	Y
Allowance Form Included:	Y or N	Y	Y	Y
Forms:	Y or N	Y	Debarment Certification missing	Y

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

Kurt Bovensiep  
 Dennis Trantham  
 Heather Chomiak  
 Jackie Ahlstrom

Emily Frontera  
 Purchasing Manager



**CITY OF TROY  
BID PROPOSAL**

ITB-COT 21-27  
Page 1 of 9

The undersigned proposes to complete the **TOWN CENTER DRIVE PUBLIC SPACE PROJECT AT THE TROY COMMUNITY CENTER** in accordance with the attached bid specifications, diagrams and site maps that are to be considered an integral part of this bid proposal, at the following prices:

**COMPANY NAME:** Brix Corporation

The bid document contains the following sections:

Instructions to Bidders (3 pages)	Public Act 57 (2 pages)
Bid Proposal (9 pages)	Consent of Surety - Sample (1 page)
OHM Request for Interpretation (RFI) Form (1 page)	Sample Insurance Certificate (4 pages)
Forms (10 forms)	Statement of No Bid (1 page)
Performance Bond (1 page)	Specifications (242 pages)
Labor & Material Bond (1 page)	Plans/Drawings (18 pages)
Maintenance & Guarantee Bond (2 pages)	

**PROPOSALS:** The undersigned as bidder declares that he/she having examined the plans and specifications with the related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, hereby proposes to complete the Project which consists of the renovation of the Northern most Community Center Parking Lot in Troy, Michigan.

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

Western portion of project site includes the installation of turf open space with asphalt walkways. A portion of the turf will be reinforced by geo-webbing for vehicular traffic. This space will include freestanding site lighting and site power with associated underground runs and utility coordination. The eastern portion of the site will include the removal of existing asphalt paving and replacement with reconfigured parking lot, including asphalt pavement, curbing, striping, concrete walks and drainage structures and other Work indicated in the Contract Documents.

**THE BIDDER'S ATTENDANCE AT THE SCHEDULED PREBID SITE VISIT IS A REQUIREMENT FOR SUBMITTING A BID PROPOSAL.**

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



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

**BASE BID PRICE:** Seven Hundred and Twenty Nine Thousand Dollars (\$729,000)

**ALTERNATES:**

The amount below will be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.

Alternate No. 01: Pedestrian Bridge:

1. Add  Deduct  No Change  Not Applicable
2. \_\_\_\_\_ Dollars (\$ 147000 )

Alternate No. 02: Electrical Conductors:

1. Add  Deduct  No Change  Not Applicable
2. Four Thousand Dollars (\$ 4,000 )

**UNIT PRICES:**

The amounts below will be added to the Contract Sum on performance and measurement of the individual items of Work for quantities above those identified on the drawings which are included in the base bid price.

Unit Price No. 01: Excavation and Haul Off of Excessive Material  
1. Twenty Dollars per cyd Dollars (\$ 20.00 ) per unit

Unit Price No. 02: Subgrade Undercut  
1. Twenty Dollars per cyd Dollars (\$ 20.00 ) per unit

Unit Price No. 03: Aggregate Base 21A CR. Concrete  
1. Fifty-Five Dollars per cyd Dollars (\$ 55.00 ) per unit

**REQUIRED:** Prime Bidder attended Pre-Bid meeting?  YES  NO

**MANDATORY PRE-BID MEETING:**

A Mandatory Pre-Bid Meeting will be held on Wednesday, April 14, 2021 at 2:00 pm Troy Community Center North Parking Lot, located at 3179 Livernois Road, Troy, Michigan 48083. Meet at the skate park parking lot, north of the Troy Community Center. The meeting will be held with prospective bidders to answer and/or clarify questions regarding bid specifications and site plans. There will be an opportunity to view the Pro Shop.

**ADDITIONAL INFORMATION:**

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

**SITE INSPECTIONS:**

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

COMPANY NAME: Brix Corporation

**PERMITS:**

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

**BID DEPOSIT AND FORFEITURE:**

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

**AWARD:**

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

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

**DOWNPAYMENTS AND PREPAYMENTS:**

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

**DELIVERY:**

All materials are to be F.O.B. delivered, freight paid, to the project site.

**CONTACT INFORMATION:**

Hours of operation: 8am - 5pm 24 Hr. Contact Phone No. 313-965-0000

**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.

COMPANY NAME: Brix Corporation

**CONTRACT TERMINATION:**

The City of Troy shall reserve the right to terminate the contract upon written notice due to poor performance. The City of Troy designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final. The City of Troy reserves the right to re-award the contract to the next low bidder or re-bid the contract.

**TERMINATION FOR CONVENIENCE:**

The City may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

**PROGRESS PAYMENTS:**

The City of Troy will consider a progress payment schedule for work as completed in accordance with specifications. The Owner or City Representative 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 30-day Pay apps

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

COMPANY NAME: Brix Corporation



**REFERENCES:**

The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company during the past three years.

COMPANY: U of M  
ADDRESS: 326 E Hoover Ave, Ann Arbor, MI 48104  
PHONE: 734-764-9289 CONTACT: Jerry Schulte  
EMAIL: jpschult@umich.edu

COMPANY: Detroit Building Authority / KEO Associates (CM)  
ADDRESS: 18286 Wyoming Ave, Detroit, MI 48221  
PHONE: 313-340-1688 CONTACT: Michelangelo Cereghino  
EMAIL: mcereghino@keoassoc.com

COMPANY: US Army Corps of Engineers  
ADDRESS: 477 Michigan Ave, Detroit, MI 48226  
PHONE: 906-635-3447 CONTACT: JoAnne Gray  
EMAIL: Joanne.M.Gray@usace.army.mil

**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 two-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.

COMPANY NAME: Brix Corporation

**COMPLETION SCHEDULE AND LIQUIDATED DAMAGES:**

The work shall commence upon City Council Approval. A final construction schedule shall be developed by the contractor and shall be included in the bid response for reference by the City of Troy. The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. Final Completion Date without bridge crossing: September 10, 2021; Final Completion Date with bridge crossing will be negotiated after award.

Failure of the bidder to complete the project as specified shall result in the following penalties:  
\$750 per day every calendar day after final completion date that the project is not complete.

**IMPORTANT INFORMATION:**

The City shall have the right to require by written order, changes in, additions to, or deductions from the work required by the Contract Documents provided that if changes, additions, or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the Contract price, if any, because of any change, addition, or deduction in the work, shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the change, addition, or deduction. No claim for change, addition, or deduction, or adjusting of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of written order from the City specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the designated City representative before the commencement of the work. Where the written order diminishes the quality of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with.

**PREVAILING WAGES:**

This is not a Prevailing Wage project.

COMPANY NAME: Brx Corporation

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 MITN website.

**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: Brix Corporation  
Bid Proposal

**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: Brix Corporation

**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: Danny Chee

**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: 38-3428341

COMPANY: Brix Corporation

ADDRESS: 30591 Schoolcraft Rd CITY: Livonia STATE: MI ZIP: 48150

PHONE: (313) 965-0000 FAX NUMBER: (313) 965-0253

REPRESENTATIVE NAME: Danny Chee

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Danny Chee / Danny Chee

PAYMENT TERMS: 30 days WARRANTY: 1-year

CHECK INCLUDED: PDF included COMPLETION: 9/10/21 (without the bridge)

EMAIL: dchee@brixcorporation.com

**EXCEPTIONS:**

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

**ACKNOWLEDGEMENT:**

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Danny Chee

**IMPORTANT:**

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

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

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



April 16, 2021

Addendum 1  
ITB-COT 21-27  
Town Center Public Space Project  
Page 1 of 3

**To All Bidders:**

Please be advised that as a result of the Mandatory Pre-Bid Meeting conducted on Wednesday, April 14, 2021 at 2:00 PM EST the Purchasing Department for the City of Troy authorized the following clarification(s) and or change(s) to the specifications for ITB-COT 21-27, Town Center Public Space Project. The clarification(s) and or change(s) will be considered an integral part of the original proposal document. The Pre-Bid Meeting was conducted at Troy Community Center North Parking Lot, 3179 Livernois Rd, Troy, MI.

Items from the bid documents to be aware of and should be REVIEWED:

- Bid Opening date and time Thursday, April 29, 2021, at 10:00 AM E.S.T.
- Deadline for all questions is 10:00am E.S.T. on April 23, 2021.
- When submitting bids electronically the notary process is being waved due to COVID.
- All bidders are required to examine the site to determine the amount of work to be done in accordance with the bid specifications by attending the MANDATORY Pre-bid Meeting that was scheduled for Wednesday, April 14, 2021 at 2:00 PM EST, LOCATED AT Troy Community Center North Parking Lot as detailed. An opportunity to inspect the site was provided during the Pre-bid Meeting.
- Each proposal shall be accompanied by a certified check or a cashier's check in the amount of \$10,000.00 payable to the City of Troy, Michigan, to be forfeited to said City in case of failure on the part of the successful bidder to enter into the attached form of agreement to do the work covered by such proposal at the price and within the time stated herein. **A PDF version of this Certified Check must be included with your Electronic Bid Submission Response.** Company checks and/or bid bonds will not be accepted for bid security.
- Bid completion: Final Completion Date without bridge crossing, including proper clean up, to the satisfaction of the City, no later than **September 10, 2021**. Final Completion Date with bridge crossing to be negotiated after award.
- For *ADDITIONAL INFORMATION* or specific questions concerning this project, please contact the OHM project Manager Christopher Ozog at Christopher.ozog@ohm-advisors.com.
- *SPECIFICATIONS*: As detailed.
  - *Added 004321 – ALLOWANCE FORM* – to be included with proposal
  - *Added 012100 – ALLOWANCES*

Attendance at the Pre-Bid Meeting was mandatory, everyone signed in. The following Companies were represented and in attendance:

Danny Chee, Brix Corporation  
Rob Pernick, Asphalt Specialists  
Wade Williams, Wades Electric  
Jesse Kyle, Al's Asphalt Paving  
Nick Cerullo, Warren Contractors & Development  
Tim R Reese, Metro General Contractors  
Stephen Barlow, Ideal Contracting  
Brad Gable, WCI Contractors

Introduced: Emily Frontera, Purchasing Manager  
Kurt Bovensiep, Public Works Director  
Rhett Gronevelt, OHM Representative

Clarifications were discussed as follows:

- Emily Frontera, Purchasing Manager, gave a brief overview of the Instructions to Bidders and the requirements for bid submission.
- The following questions were asked as vendors inspected the site.

**QUESTION:** Which section to focus on first?

**ANSWER:** Focus on west side first, keeping east area skate park open and available as much as possible.

**QUESTION:** Are permit fees for electrical waived and will the City pay for the DTE hook-up?

**ANSWER:** Yes, permit fees for permits issued by the City of Troy are waived for all of the project not just electrical. Permits are required, but is at no fee. The plans call for a new DTE pole mounted transformer and drop and to the proposed service rack. The contractor will be responsible for the coordination with DTE. **Fees to be paid by \$2,500 Allowance as part of the Project.** The contractor will turn over the new DTE connection to the City of Troy once the project is complete and accepted. Attached to this addendum is the specification regarding the Allowance – 012100 – ALLOWANCES and 004321 – ALLOWANCE FORM. The Allowance Form shall be completed and included with the contractor's proposal.

**QUESTION:** Contractor to set new DTE poles?

**ANSWER:** There is an existing DTE pole that will be utilized.

**QUESTION:** Is there a new service panel?

**ANSWER:** The contractor is responsible for the coordination with DTE to install new service to pedestal and rack.

**QUESTION:** Is a new pole to be installed or are the contractors connecting to one on site?

**ANSWER:** The current plans call connecting to existing pole and drop to the proposed pedestal and rack.

**QUESTION:** When is the project start date?

**ANSWER:** Project start date is after City Council award around late May or early June.

**QUESTION:** Is temp fencing needed?

**ANSWER:** Temporary is not required. However, contractor is responsible for keeping the work area safe.

**QUESTION:** What permits are needed/required?

**ANSWER:** There are three (3) that are required: Electrical, Right of Way and Water Resources Commission for the pedestrian bridge.

**QUESTION:** Is materials/soil testing required and who is responsible?

**ANSWER:** Material Testing to be provided by Owner and coordinated with OHM during Construction.

**QUESTION:** Who is responsible for layout?

**ANSWER:** OHM will provide initial layout and will be performing the Contract Administration. If the layout stakes are damaged because of contractor negligence, the cost to have the area re-staked will be deducted from the corresponding pay application.

**QUESTION:** Who is providing the demo and removal of material of project space?

**ANSWER:** City of Troy.

**QUESTION:** Please confirm there is no irrigation for this project.

**ANSWER:** Correct, per documents, no irrigation installed for this project.

**QUESTION:** For Alternate 1, is the asphalt noted in the dotted area on C-400 part of the alternate?

**ANSWER:** Yes, asphalt is included. Everything within the dotted line is included as part of Alternate #1.

Please be advised that the City of Troy Purchasing Department has authorized the following ANSWERS TO QUESTIONS regarding Bid Proposal **ITB-COT 21-27, Town Center Public Space Project**. The CHANGES will be considered an integral part of the original proposal documents.

I, the undersigned bidder, have read this Addendum 1 and have integrated the clarification(s) and or change(s) into the *Bid Proposal* and *Specifications* for **ITB-COT 21-27, TOWN CENTER PUBLIC SPACE PROJECT**. All other items in the original bid proposal remain the same. This Addendum 1 should be attached to the electronic bid submission, on or before **Thursday, April 29, 2021 at 10:00 AM EST** in the office of the City Clerk.

COMPANY: Brix Corporation

NAME OF AUTHORIZED COMPANY REPRESENTATIVE: Danny Chee

SIGNATURE: *Danny Chee*

ADDRESS: 30591 Schoolcraft Rd, Livonia, MI 48150

DATE: 4/29/2021





April 23, 2021

Addendum 2  
ITB-COT 21-27  
Town Center Public Space Project  
Page 1 of 1

**To All Bidders:**

Please be advised that the following additional questions have been received for clarification for **ITB-COT 21-27, Town Center Public Space Project**. The clarification(s) and or change(s) will be considered an integral part of the original proposal document.

Request for clarification was received as follows:

**QUESTION:** Sheet E-101 calls for 2" PVC (is this schedule 40 or schedule 80)?  
**ANSWER:** Schedule 80

**QUESTION:** Sheet E-101 calls for 2-3/0 AWG + 1-3/0 Grd. Should this be 2-3/0 + 1-3/0 Neutral + #6 Ground? Additionally, please correct Aluminum Conductors.  
**ANSWER:** 3 – 3/0 + #4 ground copper; 3 – 250kcmil + #1 AWG ground aluminum

Please be advised that the City of Troy Purchasing Department has authorized the following ANSWERS TO QUESTIONS regarding Bid Proposal **ITB-COT 21-27, Town Center Public Space Project**. The CHANGES will be considered an integral part of the original proposal documents.

I, the undersigned bidder, have read this Addendum 2 and have integrated the clarification(s) and or change(s) into the *Bid Proposal and Specifications* for **ITB-COT 21-27, TOWN CENTER PUBLIC SPACE PROJECT**. All other items in the original bid proposal remain the same. This Addendum 2 should be attached to the electronic bid submission on or before **Thursday, April 29, 2021 at 10:00 AM EST** in the office of the City Clerk.

COMPANY:	<u>Brix Corporation</u>
NAME OF AUTHORIZED COMPANY REPRESENTATIVE:	<u>Danny Chee</u>
SIGNATURE:	<u><i>Danny Chee</i></u>
ADDRESS:	<u>30591 Schoolcraft Rd, Livonia, MI 48150</u>
DATE:	<u>4/29/2021</u>

DOCUMENT 004321 - ALLOWANCE FORM

1.1 BID INFORMATION

- A. Bidder: Brix Corporation
- B. Project Name: Town Center Drive Public Space
- C. Project Location: 3179 Livernois Avenue. Troy Michigan, 48083.
- D. Owner: City of Troy.
- E. Owner Project Number: ITB-COT 21-27.
- F. Architect: OHM Advisors.
- G. Architect Project Number: 0128-20-0010.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 012100 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 29th day of April, 2021.
- B. Submitted By: Brix Corporation  
(Insert name of bidding firm or corporation).
- C. Authorized Signature: *Danny Chee* (Handwritten signature).
- D. Signed By: Danny Chee (Type or print name).
- E. Title: Estimator (Owner/Partner/President/Vice President).

END OF DOCUMENT 004321



## QUALIFICATIONS

1. We have included temporary fencing for our own stockpiles/spoils. We have excluded temp fence around the entire work area.
2. Per Addendum 1, costs of permits are by the owner. I spoke to the Water Resource Commission, and they said I would need a Drain permit so I included an allowance cost of \$600 for it in alternate 1.
3. We have included a cost for a 5'x5'x6" mounting pad for the drinking fountain.
4. We have excluded any detectable warning surface. None found.



**Legal Status of Bidder:**

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

---

A corporation duly organized and doing business under the laws of the State of MI for whom Doug [Signature], bearing the office title of Estimator, whose signature is affixed to this proposal, is duly authorized to execute contracts.

---

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

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

---

AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

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



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Danny Chee \_\_\_\_\_, being duly sworn deposed, says that he/she  
(Print Full Name)

is Estimator \_\_\_\_\_. 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.

Danny Chee  
SIGNATURE OF PERSON SUBMITTING BID

Leslie K. Tolstyka  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 29th day of April, 2021 in and for

Macomb acting in Wayne  
County.

My commission expires:

November 1, 2026

LESLIE K. TOLSTYKA  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES Nov 1, 2026  
ACTING IN COUNTY OF Wayne



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

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

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

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

I am able to certify to the above statements.

Brix Corporation

\_\_\_\_\_  
Name of Agency/Company/Firm (Please Print)

Danny Chee / Estimator

\_\_\_\_\_  
Name and title of authorized representative (Please Print)

*Danny Chee*

\_\_\_\_\_  
Signature of authorized representative

4/29/2021

\_\_\_\_\_  
Date

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



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

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

<b>Vendor</b>	
Legal Name	Brix Corporation
Street Address	30591 Schoolcraft Rd
City	Livonia
State, Zip	MI, 48105
Corporate I.D. Number/State	
Taxpayer I.D. #	38-3428341

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:

*Danny Chee* \_\_\_\_\_

Printed Name of Vendor's Authorized Agent:

Danny Chee \_\_\_\_\_

Witness Signature: *Marvin Hamdan* \_\_\_\_\_

Printed Name of Witness: Marvin Hamdan \_\_\_\_\_



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

The undersigned, the owner or authorized officer of Brix Corporation (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 Brix Corporation and any member of the City of Troy City Council or City of Troy management.

**List any Familial Relationships:**

**BIDDER:**

Brix Corporation

By: [Signature]

Its: PRESIDENT

[Signature]

STATE OF MICHIGAN )

)ss.

COUNTY OF Wayne )

This instrument was acknowledged before me on the 29th day of April, 2021,

by Leslie K. Tolstyka

LESLIE K. TOLSTYKA  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES Nov 1, 2026  
ACTING IN COUNTY OF Wayne





500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: May 10, 2021

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  
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Low Bidders Meeting Specifications– Town Center Public Space (Introduced by: Kurt Bovensiep)

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### **History**

The Troy Community Center officially opened in 2002 after purchasing the property where the former Troy High School was located from Troy School District. The abutting property around the old school was redesigned and replaced with what is now the Community Center parking lot. The northern lot, which is adjacent to Town Center Drive, did not require redesign as it did not impact the new Community Center. Therefore, the northern lot remained in its original condition and functioned as an overflow lot for large events. Over the last several years, the lot has fallen in disrepair and has been closed to the general public to reduce any liability risk. The lot was only used for city staff purposes and a staging area for the carnival rides at Troy Daze.

Although the original intent of the project was to create an environmentally sustainable parking lot, the discussions created an opportunity to create a community space. The community space concept was presented to the Parks and Recreation Board and City Council, where both expressed support of the concept.

The Troy City Council approved the expenditure of Capital Funds to engage OHM Advisors of Livonia, MI, which is one of the City's professional service engineering firms, to complete the necessary engineering documents based on the conceptual design (Resolution #2021-01-014).

Once the engineering was completed by OHM Advisors it was decided to separate the bid into two proposals, base bid for the major construction and pedestrian bridge, recognizing the permitting to cross the drain with a pedestrian bridge could delay the project. The bid also requested respondents to indicate a cost reduction if used aluminum conductors in place of the copper conductors for the electrical.

### **Purchasing**

The current contract with OHM Advisors was adopted by City Council in 2017 for engineering and design services (Resolution #2017-06-105-J-4a). Under the current contract pricing, OHM proposes a Construction Phase Services fee of \$96,000. Services will include the administration, oversight, and any necessary testing of the project.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### Purchasing (*continued*)

On April 29, 2021, a bid opening was conducted as required by City Charter and Code for the Town Center Drive Public Space Project. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; [www.mitn.info](http://www.mitn.info). Eight (8) companies attended the Pre-Bid meeting which was held on April 14, 2021. Three (3) bid responses was received. Below is a detailed summary of potential vendors:

<b>Companies notified via MITN</b>	855	<p><b>MITN</b> 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.</p> <p><b>Active MITN</b> members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPs and Quote opportunities with the City.</p> <p><b>Active MITN non-paying members</b> are responsible to monitor and check the MITN website for opportunities to do business with the City.</p> <p><b>Inactive MITN member</b> status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.</p>
Troy Companies notified via MITN	17	
Troy Companies - Active email notification	16	
Troy Companies - Active Free	1	
<b>Companies that viewed the bid</b>	231	
Troy Companies that viewed the bid	3	

After reviewing the bid responses, Brix Corporation of Livonia, MI, was low bidder meeting specifications for the base bid amount of \$729,000, \$147,000 for the pedestrian bridge, and a reduction of \$4,000 for the use of aluminum conductors. After careful review, it is being recommended to award *Brix Corporation of Livonia, MI* for the major construction/base bid portion of the project and delay the installation of the pedestrian bridge and not accept the reduction in cost for the use of aluminum conductors.

### Financial

Funds are available in Capital Fund – Park – Civic Center Skate Park/Parking Demo with an associated project number of 2021C0051 and a budgeted amount of \$500,000 for the 2021 Fiscal Year. Additional funding is available in the Fiscal Year 2022 Capital Budget in the amount of \$550,000. Since this project is scheduled to be constructed in two Fiscal Years, it is likely a future budget amendment will be necessary to roll any unused funds from Fiscal Year 2021 to the 2022 Fiscal Year.

### Recommendation

City Management recommends awarding a contract to *OHM Advisors, of Livonia, MI*, for the Construction Phase Services for a total estimated cost of \$96,000 but not to exceed budgetary limitations. City Management also recommends awarding a contract to low bidder meeting specifications *Brix Corporation of Livonia, MI* at the unit prices contained in the bid tabulation opened April 29, 2021 for an estimated cost of \$729,000 and a contingency amount of \$25,000, which totals the available budget of \$850,000.

April 28, 2021

Mr. Kurt Bovensiepe  
City of Troy  
Public Works Director  
4693 Rochester Rd.  
Troy, MI 48085

RE: Proposal for Construction Phase Services  
Town Center Public Space

Dear Mr. Bovensiepe:

With the completion of design and bidding phases, this project will be under construction soon. We understand the City of Troy desires to have OHM Advisors assist with the oversight of the project during construction. This letter presents our proposed scope of services for contract administration, construction field services, and testing.

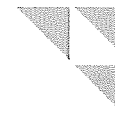
#### SCOPE OF SERVICES

Our Scope of Services for this work will be completed as three tasks with a schedule starting in May 2021 and Final Completion of the project anticipated to be September of 2021.

##### Task 1: Contract Administration

Contract administration services will begin immediately following the award of a contract to a contractor. OHM will provide organized information to outline the progress of the project from contractor initiation to completion of final punch list items.

- ✦ Organize and schedule Pre-Construction meeting on-site with contractor, sub-contractor(s) and Owner's representative(s) and other project stakeholders to coordinate project delivery, schedules, meetings and dates of importance.
- ✦ Provide review of Shop Drawings, Product Data and Samples for the purpose of conformance with the intent of the Construction Documents.
- ✦ Review and monitor Contractor's construction schedule
- ✦ Provide responses to field questions and Request for Information (RFIs).
- ✦ Organize and schedule bi-weekly progress meetings with contractor, sub-contractor and owner's representative to review project, coordinate open issues and construction schedule. (estimated 6 progress meetings for project)
- ✦ Project engineer to coordinate field testing and staking schedules with contractor while on-site and schedule accordingly.
- ✦ Prepare Proposal Requests and Construction Change Directives and authorize minor changes that do not affect the Contract Sum and/or Contract Time.
- ✦ Prepare and process Change Orders for City review and approval
- ✦ Coordination of DTE Application for new service
- ✦ Review and Certify the contractor's Application for Payment, monthly?.
- ✦ Prepare and perform a final punchlist walk through with the contractor and an owner representative(s).
- ✦ Coordinate with Contractor to determine the dates of Substantial Completion and Final Completion.
- ✦ Confirm the completion of the final punchlist.



- ▾ Prepare and submit record drawings to City

**Task 2: Construction Observation Services**

This task includes on site construction observation by an OHM Construction Technician performed during the construction phase of the project.

- ▾ OHM construction technician to provide full-time observation during excavation, grading, utility installation, paving, and part-time observation during restoration activities.
- ▾ OHM representative will communicate observed deficiencies with the contractor on-site
- ▾ Prepare daily construction observation reports documenting work completed each day noting field installed conditions and any variance to the design.

**Task 3: Field Testing**

This task includes testing services performed during the construction phase of the project.

- ▾ OHM will utilize G2 Consulting for Construction material testing. OHM to coordinate timing and required tests for completion of work; OHM will review reports for specification compliance. G2 will perform their services, as needed and directed by OHM Advisors

**Task 4: Staking**

The construction staking work performed will be performed one-time for the site improvements, as requested by the Contractor. OHM Advisors anticipates that the effort will consist of construction staking for the concrete and asphalt pavement, curb and gutter, storm sewer, sidewalk, and light poles and other miscellaneous items.

- ▾ Service elements include:
  - Establish/Verify Horizontal & Vertical Control
  - Review Construction Plans and Create Staking Alignments
  - Provide Construction Staking as requested

**COMPENSATION & SCHEDULE**

OHM Advisors will perform the outlined services above based on hourly basis not to exceed, in accordance with our current contract with the City. The following are the estimated costs for the project:

TASK	FEE	SCHEDULE
Task 1: Contract Administration Services	\$25,000	12 Weeks
Task 2: Construction Observation Services	\$43,000	12 Weeks
Task 3: Testing	\$10,000	12 Weeks
Task 4: Staking	\$18,000	12 Weeks
<b>TOTAL</b>	<b>\$96,000</b>	<b>12 Weeks</b>

**ASSUMPTIONS, EXCLUSIONS & OWNER RESPONSIBILITIES**

OHM Advisors is prepared to complete the work as outlined above per our understanding of the project, which includes the following assumptions, exclusions and identified Owner responsibilities.

- ▾ OHM Advisors point of contact for this project is Kurt Bovensiep.
- ▾ Pedestrian bridge is not included in Construction Observations Services if outside 12 week schedule.
- ▾ Estimated observation hours on-site is 360 hours based on a 12 week construction schedule.
- ▾ Pedestrian bridge is not included in Staking task fee.



- ▾ Existing and/or As-built Cross Sections
- ▾ Quantity Calculations
- ▾ Re-staking due to contractor errors and miscommunications.

**ACCEPTANCE**

Work will be done in accordance with the terms and conditions of the Continuing Services Agreement between OHM and the City. If this proposal is acceptable to you, please provide signature below or e-mail confirming us to proceed on the project.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 60 days from the date of this letter.

Orchard, Hiltz, & McCliment, Inc.

CONSULTANT

\_\_\_\_\_  
(Signature)

Christopher Ozog, AIA

\_\_\_\_\_  
(Name)

Project Manager

\_\_\_\_\_  
(Title)

April 28, 2021

\_\_\_\_\_  
(Date)

City of Troy

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Cc: Rhett Gronevelt, Principal, OHM Advisors



# CERTIFICATE OF LIABILITY INSURANCE

BRIXC-2

OP ID: KR

DATE (MM/DD/YYYY)

05/04/2021

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

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

PRODUCER Oakland Insurance Agency 8031 M-15, Ste. 100 Clarkston, MI 48348 Barry L Hunt 248-647-2500		CONTACT NAME: PHONE (A/C, No, Ext): 248-647-2500 FAX (A/C, No): 248-647-4689 E-MAIL ADDRESS: certrequest@oaklandinsurance.com	
INSURED Brix Corporation 30591 Schoolcraft Livonia, MI 48150		INSURER(S) AFFORDING COVERAGE INSURER A: Secura Ins, A Mutual Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22543	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Incl <input checked="" type="checkbox"/> Ltd.Poll.\$100k/\$1 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CP3230612	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A3230613	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU3230615	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC3230614	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Installation Float			CP3230612	01/01/2021	01/01/2022	Limit \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: ITB-COT 21-27 Town Center Parking Lot Renovation  
 Additional insureds as required by written contract, City of Troy, with respects general liability on a primary and non-contributory basis. 30 day notice of cancellation Applies. Form CGE1037, IL0550

**CERTIFICATE HOLDER****CANCELLATION**

TROYCH  City of Troy Purchasing Dept. 500 W. Big Beaver Rd Troy, MI 48084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>John J. Browney</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## ADDITIONAL INSURED WRAP

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

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

### A. Additional Insured When Required By Written Agreement

#### 1. Operations Performed For An Additional Insured

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

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

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

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

#### 2. Limitations

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

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

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

### 1. Additional Insured – Completed Operations

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

### 2. Limitations

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

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

## C. Primary And Noncontributory

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

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

### **Excess Insurance**

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



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

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

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

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

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

**F. Additional Condition**

The following condition is added:

**Additional Insured Duty To Notify**

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NOTICE OF CANCELLATION ENDORSEMENT

This Endorsement modifies Insurance provided under the following:  
BUSINESSOWNERS POLICY  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

### SCHEDULE

**Name and address/contact information of Person(s) or Organization(s):**

City of Troy  
500 W Big Beaver Rd  
Troy, MI 48084

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following Condition is added:

**Notice Of Cancellation -- Scheduled Person(s) or Organization(s)**

- a. If we do not renew or cancel this policy, we will send advance written notice to the person(s) or organization(s) as shown in the SCHEDULE. The notice will be delivered by any method we choose, in the applicable timeframe specified in the policy's Cancellation Condition, any amendment to that Condition, or any other statutory timeframe requirements.
- b. Notice provided on this policy shall also apply as notice for any other Commercial Lines insurance policy or coverage part issued to the Named Insured by us.
- c. The notice is intended only to inform the person(s) or organization(s) named in the SCHEDULE in the event of a pending cancellation or non-renewal of coverage. Our failure to provide such advance notification will not:
  - (1) Change any policy cancellation or non-renewal effective date;
  - (2) Negate any cancellation or non-renewal of the policy; or
  - (e) Grant, alter, or extend any rights or obligations under any policy issued by us.

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