

CITY COUNCIL MINUTES

September 16, 2024

Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Community Center Signage and Budget Amendment (Introduced by: Kurt Bovensiep, Public Works Director)

Resolution #2024-09-122

Moved by Baker

Seconded by Chamberlain-Creanga

RESOLVED, That Troy City Council **AWARDS** a contract for the construction and installation of the Community Center monument sign for an estimated total cost of \$29,918.78, which includes a 20% contingency to *JL Geisler Co. of Troy, MI*, at prices contained in the bid tabulation opened August 29, 2024, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council **APPROVES** a change order to *Blink Marketing Inc.* under the contract approved by City Council through Resolution 2023-11-165 in the amount of \$28,435.00, which includes a 20% contingency.

BE IT FURTHER RESOLVED, That Troy City Council **APPROVES** amending the Capital Fund by a total of \$58,100.00 for the Community Center sign project.

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

Yes: All-7

No: None

MOTION CARRIED

PURCHASE ORDER

No. 2025-00000437

DATE: 11/04/2024

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

EXPIRATION DATE

06/30/2025

COUNCIL RESOLUTION

2024-09-122

VENDOR NO. 178327

CHANGE ORDER

Vendor

JL GEISLER SIGN CO
5875 NEW KING CT
TROY, MI 48098

QUANTITY	UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST
1	Each	Land Improvements - Community Center Monument Sign	Item Changed	25,112.9400	\$25,112.94

Entered By: Laura Campbell

\$25,112.94

Special Instructions:

CITY COUNCIL AWARD DATE: 9-16-2024. Contract for construction and installation of the Community Center Monument sign. CERTIFICATE OF INSURANCE and ENDORSEMENTS shall be on file through contract completion.

ITB-COT 24-15

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.

PURCHASE ORDER

No. 2024-00000671
 DATE: 10/11/2024
 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
 2023-11-165 and 2024-09-122

VENDOR NO. 177741

CHANGE ORDER

Vendor
 BLINK MARKETING INC
 1925 ST CLAIR AVE NE
 CLEVELAND, OH 44114

QUANTITY	UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST
1	Lump Sum	Land Improvements - Community Center Signage - per #EST-011487	New Item	23,435.0000	\$23,435.00
15	Each	Park Entrance Sign Replacements - Proposal A	Open	4,375.0000	\$65,625.00
15	Each	Removal of Existing Signs - Proposal B	Open	451.0000	\$6,765.00

Entered By: Laura Campbell

\$95,825.00

Special Instructions:

CITY COUNCIL AWARD DATE: 11/20/2023. Contract for Budget Amendment and Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Park Entrance Sign Replacement in accordance with the specifications and completion date of ITB-COT 23-36. CERTIFICATE OF INSURANCE and ENDORSEMENTS and BONDS shall be on file through contract completion. 24-15

TERMS & CONDITIONS

- Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
- 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.
- 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.
- 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.

Opening Date: 08/29/2024
 Reviewed Date: 08/29/2024

BID TABULATION
 CITY OF TROY
 COMMUNITY CENTER MONUMENT SIGN

ITB-COT 24-15
 Pg. 1 of 1

Vendor Name:	JL Geisler Co.	Johnson Sign Co.	Blink Marketing Inc.
Check Amount:	\$1,500.00	\$1,500.00	\$1,500.00
Check Number:	9484519983	500401598	4693134

BID PROPOSAL: Provide all labor, permits, materials and equipment, all supervision, coordination, all related incidentals necessary to furnish and install the Exterior Signage planned for the City of Troy, Community Center monument signage project in strict accordance with the Project Documents and the Drawings prepared by Designers – KMA Design, Inc.

EXTERIOR SIGNAGE INCLUDES ALL INCIDENTAL COSTS SUCH AS SHOP DRAWINGS, SAMPLES, SHIPPING, PERMITS, TAX, SITE PREPARATION AND DEMO AND DISPOSAL OF EXISTING SIGNAGE WHERE APPLICABLE, ETC.	GRAND TOTAL	GRAND TOTAL	GRAND TOTAL
BASE LUMP SUM:	\$24,618.78	\$27,992.00	\$38,115.00

Specification Compliance Signed:	Y or N	Y	Y	Y
Vendor Questionnaire Provided:	Y or N	Y	Y	Y
Hours of Operation:		M-F 8am - 4:30pm	8am - 5pm	9am - 5pm
24 Hr. Contact Phone No.:		248-585-6880	517-784-3720	216-503-2568
Progress Payment Schedule:		50/40/10	50% deposit payment to get started. Remaining balance due upon completion.	Progressive payments
References:	Y or N	1 Reference	Y	Y
Insurance Provided:	Y or N	Y	Y	Y
Payment Terms:		Not Specified	50% deposit, balance due upon completion	Net 30
Warranty:		Not Specified	3 Year	1 Year
Completion:		Not Specified	Not Specified	12 Weeks after NTP
Exceptions:	Y or N	Oracal 951-061 to 8500-063; 095-333 to 8500-034; 951-501 to 8500-054; Spec'd Vinul doesn't allow light through	None	None
Acknowledgement:	Y or N	Y	Y	Y
Addendum Signed:	Y or N	Y	Y	Y
Forms:	Y or N	Y	Y	Y

ATTEST:
 (*Bid Opening conducted via a Zoom Meeting)
 Kurt Bovensiep
 Jackie Ahlstrom
 Dina Gates

Emily Frontera
 Purchasing Manager



**CITY OF TROY
BID PROPOSAL**

ITB-COT 24-15
Page 1 of 24

The undersigned proposes to **FABRICATE AND INSTALL A NEW COMMUNITY CENTER MONUMENT SIGN FOR THE CITY OF TROY** in accordance with the attached bid specifications and drawings that are to be considered an integral part of this bid proposal, at the following prices:

COMPANY NAME: JL HEISLER CO

The bid document contains the following sections:

Instructions to Bidders (3 pages)	Public Act 57 (2 pages)
Bid Proposal (11 pages)	Consent of Surety - Sample (1 page)
Forms (9 forms)	Sample Insurance Certificate (1 page)
Signage Construction Documents (19 pages)	Statement of No Bid (1 page)

PROPOSALS: The undersigned as bidder declares that he/she having examined the bid specifications with the related documents and the site(s) 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 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 prices stated below. These prices are to cover all expenses incurred in installing the comprehensive signage package for the City of Troy, Michigan required under the contract documents, of which this Proposal is part.

- Bids shall be all-inclusive and include fabrication, installation and all incidentals associated with this comprehensive sign package.
- The fabricator is responsible for coordinating with the City of Troy all engineering details required for the exterior freestanding signage foundations. The fabricator will provide signed and sealed structural drawings by a licensed engineer in the State of Michigan.
- The fabricator is to provide all support and blocking requirements to the owner within the first week of the project post award to assure coordination prior to finished surfaces being installed.
- It is understood that the contractor will proceed with all other project activity once the project is awarded such as shop drawings, field verifying all measurements, permits, samples, submittal of schedules, removal of existing, etc.

BID PROPOSAL: Provide all labor, permits, materials and equipment, all supervision, coordination, all related incidentals necessary to furnish and install the Exterior Signage planned for the City of Troy, Community Center monument signage project in strict accordance with the Project Documents and the Drawings prepared by Designers – KMA Design, Inc., for an all-inclusive Base Bid Lump Sum and as detailed below:

EXTERIOR SIGNAGE INCLUDES ALL INCIDENTAL COSTS SUCH AS SHOP DRAWINGS, SAMPLES, SHIPPING, PERMITS, TAX, SITE PREPARATION AND DEMO AND DISPOSAL OF EXISTING SIGNAGE WHERE APPLICABLE, ETC.

BASE BID LUMP SUM

Grand Total \$ 24,018.78

COMPANY NAME: JL HEISLER CO

SPECIFICATION COMPLIANCE CERTIFICATION

This document must be completed and returned with bid documents or the bid will be rejected as incomplete.

This is to certify that the attached bid for the City of Troy Community Center Monument Sign Project is in strict and complete compliance with all sizes, specifications, products and details provided by KMA Design, Inc., and that no exceptions or deviations are included or allowed.

We agree that any deviation from specifications will be corrected at our cost.

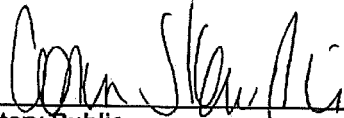
Company: JL WEISLER CO

Signature: 

Title: COO

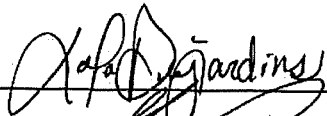
Date: 08/28/2024

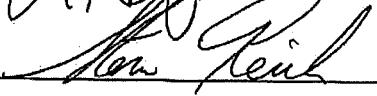
Sworn to and subscribed before me this 28th day of AUGUST, 2024.


Notary Public

CORINNE SKAWSKI
Notary Public, Macomb County, MI
My Commission Expires: Aug. 30, 2025
Acting in the County of Oakland

My commission expires: 8-30-2025

Witness:  Lola Desjardins

Witness: 

COMPANY NAME: JL WEISLER CO

VENDOR QUESTIONNAIRE

This document must be completed, signed and returned with bid documents or the bid will be rejected as incomplete.

DATE: 08/28/2024
Month/Date/Year

FIRM NAME: JL HEISLER CO

ESTABLISHED: _____ 19____ or 20____ STATE: MI

TYPE OF ORGANIZATION: (Circle One)
a. Individual
b. Partnership
 c. Corporation
d. Joint Venture
e. Other _____

YEARS IN BUSINESS: 24

If applicable:

FORMER COMPANY NAME(S) JL Heisler / SignPro Co

Please list the number of employees in each applicable section:

<u> </u> Drafting	<u>10</u> Metal Fabrication	<u>5</u> Wood Signs
<u> </u> Acid Etching	<u> </u> Camera Ready Art	<u> </u> Plastic Fabrication
<u> </u> Sculpture	<u>5</u> Glass Etching	<u>5</u> Heavy Installation
<u>5</u> Electric Signs	<u> </u> Fiberglass	<u>2</u> Specialty Metals
<u>8</u> Commercial Lettering	<u> </u> Screen Printing	<u> </u> Neon Plant
<u> </u> Cast Metal	<u>2</u> Interior Sign Fabrication	<u>8</u> Vinyl Lettering
<u> </u> Other	<u> </u>	<u> </u>

<u>List Key Personnel:</u>	<u>Name</u>	<u>Title</u>	<u>Phone/Extension</u>
	<u>LOLA DESTARDINS</u>	<u>BID SPECIALIST</u>	<u>248-385-6880 x107</u>
	<u>STEVE REICH</u>	<u>DIRECTOR OF SALES</u>	<u>1 x110</u>
	<u>MATT HODWIN</u>	<u>COO</u>	<u>x801</u>

COMPANY NAME: JL HEISLER CO

Principal Type of Sign Business in YOUR Office:

Sales Brokerage Only	_____ %	Interior	_____ %
Sales and Installation Only	<u>25</u> %	Exterior	_____ %
Architectural Sign System Manufacturing	<u>50</u> %	Installation	_____ %
National Account Sign Manufacturing	<u>25</u> %	With Own Employees	_____ %
Silk-screen and other commercial work	_____ %	Sub-Contract	_____ %
Other _____			

Service Area: MI & UP

List states in which you are licensed to perform work: _____

Methods of Operation:

Trade References: N/A

Dunn & Bradstreet Rating: N/A

Contractor's Insurance Company(s): CITIZENS INSURANCE COMPANY OF AMERICA

Bonding Company: _____

Total Bonding Capacity: _____

Average Construction Cost: _____

Average Turn-around Time: Small: _____ Large: _____

Do you and your subcontractors operate under a standard form of Union rules? Yes No

Are your Design Services offered on a fee basis? Yes No

Are you interested in custom work? Yes No

Are there any judgments, claims, or suits pending or outstanding against you? Yes No

Would you be able to provide materials samples upon request? Yes No

Would a maintenance contract be available? Yes No

Are you now or have you ever been involved in any bankruptcy or reorganization proceedings? Yes No

Electrical Products UL Listed? Yes No

Would your organization be able to comply with EPA for proper disposal of hazardous waste? Yes No

Is your organization OSHA compliant? Yes No

COMPANY NAME: JL HEISLER CO

Products & Equipment:

List Main Products Used for Interiors: ENGRAVING STOCK, ACRYLIC, PVC

List Main Products Used for Exteriors: CHANNEL LETTERS

List Any Other Products that You Carry: MDO, HDPE, ALUMINUM, DIBOND

In-House Fabricating Capabilities: EXTERIOR & INTERIOR SIGNS

Unique In-House Equipment: DX5 3D PRINTER, HPR2000 FLATBED PRINTER, 2 ALTEC BUCKET TRUCKS, SDS CHANNEL LETTER BENDER, PPL PAINT MIXING STATION, MULTI-CAM ROUTER, TROTEC LASER

New Products: N/A

Materials and Methods of Specialty: VINYL BANNER & GRAPHICS, METAL WORKS & FABRICATION, WELDING, ROUTING, FULL SERVICE INSTALLATION, 3D PRINTING, FLATBED & ROLL TO ROLL PRINTING

Work Performed with Own Forces: YES, WE MAKE 100% OF OUR SIGNS

Largest Architectural Sign System Contracts Recently Completed (Last Four Years or Less): N/A

Work in Progress/Construction Cost: N/A

Awards and Recognition: N/A

Other Organizations and Affiliations: N/A

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS

Signature of Authorized Company Representative:

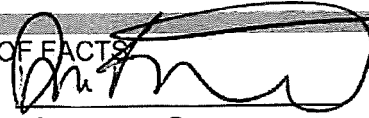
Company:

Address:

Phone Number:

Representative's Name:

Date:



JL WEISLER CO

5875 NEW KINCT

TROY, MI 48098

248-585-6880

DON BALDINO

08/28/2024
(print)

UNIT PRICES:

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

ADDITIONAL INFORMATION:

For additional information or questions concerning this project, please contact Mr. Kurt Bovensiep, Public Works Director at (248) 524-3489 or K.Bovensiep@troymt.gov between the hours of 8:00 a.m. to 4:00 p.m., Monday through Thursday.

SITE INSPECTIONS:

All bidders should examine the site to determine the amount and scope of work to be performed as per the bid specifications. Bidders are required to field verify exact measurements as applicable and as per the drawings prior to submitting a bid proposal. **If the bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal.**

PERMITS:

All work performed must meet City and State Code. The Contractor shall obtain all applicable and required permits and arrange for inspections. All required fees for City of Troy permits (*only*) will be waived by the City of Troy.

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.

Upon award to the lowest bidder, the bid deposit will be retained as a performance surety until successful completion of all contract requirements.

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 or 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 City of Troy site(s).

CONTACT INFORMATION:

Hours of operation: MON. - FRI. 8AM - 4:30PM 24 Hr. Contact Phone No. 248-585-6880

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.

COMPANY NAME: JL HEISLER CO

CONTRACT FORMS:

Bidders should complete 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.

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

TERMINATION FOR CONVENIENCE:

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

PROGRESS PAYMENTS:

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

Proposed Payment

Schedule 50 / 40 / 10

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

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)].

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: JL GEISLER CO

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.

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. **Please print.**

COMPANY: HURON ACADEMY
ADDRESS: 30301 UTICA, CLINTON TWP
PHONE: 586 441 9170 CONTACT: KAREN MARTINEZ
EMAIL: martinezk@huronacademy.org

COMPANY: _____
ADDRESS: _____
PHONE: _____ CONTACT: _____
EMAIL: _____

COMPANY: _____
ADDRESS: _____
PHONE: _____ CONTACT: _____
EMAIL: _____

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: JL HEISLER CO

INSURANCE:

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

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

- 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: JL LEISLER CO

ADDITIONAL INSURED:

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

CANCELLATION NOTICE:

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

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

PROOF OF INSURANCE COVERAGE:

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

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

LETTER VERIFICATION:

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

FINAL INSURANCE CERTIFICATE SUBMISSION:

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

COMPANY NAME: JL HEISLER CO

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: 81-4696071

COMPANY: JL HEISLER CO

ADDRESS: 5876 NEW KING CT CITY: TROY STATE: MI ZIP: 48098

PHONE: (248) 585-6880 FAX NUMBER: ()

REPRESENTATIVE NAME: _____

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

PAYMENT TERMS: _____ WARRANTY: _____

CHECK #: _____ COMPLETION: _____

EMAIL: _____

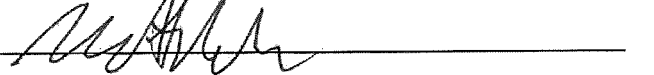
EXCEPTIONS:

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.

ORACAL 951-001 → 8500-003, 951-333 → 8500-034, 951-501 → 8500-054
SPEC'D VINYL DOESN'T ALLOW LIGHT THROUGH

ACKNOWLEDGEMENT:

I, M.H. Gabri, 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.bidnetdirect.com/city-of-troy-mi and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

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

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

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



August 15, 2024

Addendum 1
ITB-COT 24-15
Community Center Sign
Page 1 of 2

To All Bidders:

Please be advised, the following document has been submitted for clarification for **RFP-COT 24-15 Community Center Sign**. The clarification(s) and or change(s) will be considered an integral part of the original proposal document.

The following vendor questions and answers are below:

Question: Samples: b. The Sign Contractor shall submit (1) full size sample of each pattern. - What are the expectations for this? Could you please specify the exact pattern/ part of the sign the sample is required for?

Answer: Material samples of the exterior portion of the sign are required to approve color and texture. Sample size can vary but must be large enough to demonstrate correct color and texture.

Question: Is there any specific license required for the prime contractor other than a permit to execute work?

Answer: No special license is required.

Question: What is the completion timeline?

Answer: We would like the sign to be installed and completed in this calendar year.

Question: What is the estimated budget set for this project?

Answer: We don't share the estimated budget for our projects.

Question: What are the expectations for SITE PREPARATION?

Answer: This will depend on the engineering and manufacturing techniques of the sign.



Addendum 1
ITB-COT 24-15
Community Center Sign
Page 2 of 2

Question: Is this an exciting sign that needs to be removed and replaced with new? See below mentioned snap.



Answer: This is not the sign. The sign will be replacing the one at the south entrance to the Community Center off of Livernois.

Please be advised that the City of Troy Purchasing Department has authorized the following clarifications to for Bid Proposal **ITB-COT 24-15, Community Center Sign**. The clarifications will be considered an integral part of the original proposal documents.

I, the undersigned Bidder, have read this addendum and have integrated the changes into the Bid Proposal documents for **ITB-COT 24-15, Community Center Sign**. All other items in the original proposal document remain the same. This addendum should be attached to the Electronic Bid Submission Response at the time of submission on or before **Thursday, August 22, 2024 at 10:00 A.M., EDT.**

COMPANY:

IL LEISLER CO

NAME OF REPRESENTATIVE:

(Print) Matthew Galbraith

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

08/28/2024

DATE:



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 Matt Gade, bearing the office title of COO, 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:

 Matt Gahn , being duly sworn deposed, says that he/she
(Print Full Name)

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

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

 [Signature]
SIGNATURE OF PERSON SUBMITTING BID

 [Signature]
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 28th day of AUGUST, 2024 in and for
County.

My commission expires:
8-30-2025

CORINNE SKAWSKI
Notary Public, Macomb County, MI
My Commission Expires: Aug. 30, 2025
Acting in the County of Oakland



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

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

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

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

I am able to certify to the above statements.

SL Goshw Sisara Troy
Name of Agency/Company/Firm (Please Print)

M.H. Goshw
Name and title of authorized representative (Please Print)

[Signature]
Signature of authorized representative

8/28/24 Date

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

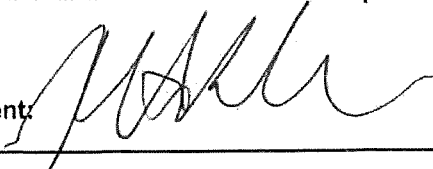


**VENDOR CERTIFICATION
THAT IT IS NOT AN
"IRAN LINKED BUSINESS"**

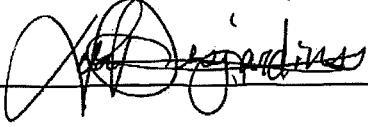
Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	JL HEISLER CO
Street Address	5875 NEW KINK CT
City	TROY
State, Zip	MI 48098
Corporate I.D. Number/State	07208X / MI
Taxpayer I.D. #	81-41091071

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: M.H. Gabriel

Witness Signature: 

Printed Name of Witness: LOLA DESTARDINS



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

The undersigned, the owner or authorized officer of JL Weisler Signs 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 JL Weisler and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

BIDDER:
JL WEISLER CO

By: [Signature]

Its: COO

STATE OF MICHIGAN)

)ss.

COUNTY OF Oakland)

This instrument was acknowledged before me on the 28 day of Aug, 2024, by
[Signature]

CORINNE SKAWSKI
Notary Public, Macomb County, MI
My Commission Expires: Aug. 30, 2025
Acting in the County of Oakland



**City of Troy
Oakland County, Michigan
Contract Form**

DRAFT

ARTICLES OF AGREEMENT, made and entered into this 28 day of Aug
2024 by and between JL Geisler of Troy, MI
(Name) (City and State)

herein after called the Contractor and the City of Troy, Troy, Michigan hereinafter called the Owner,

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

1. That all Contract Documents, as defined in the Bid Specifications; hereto attached or herein referred to shall be and are hereby made a part of the agreement and contract.
2. The Contractor shall furnish all labor, materials, and equipment necessary and perform all of the work as set forth in his/her Proposal in strict accordance with the specifications and other documents which have been made a part of this contract in the manner, time, and place as therein set forth.
3. In consideration whereof, the Owner agrees to pay to the Contractor the amounts provided in the attached Proposal, being the product of the unit prices therein set forth, multiplied by the number of units actually constructed, all in the time and manner as set forth in the Contract Documents.
4. IN WITNESS whereof said parties have hereunto set their hands and seals, the day and year first above written.

SIGNED BY:

[Signature]
Signature of Authorized Representative (Contractor)
Jeff Geisler
Printed Name of Authorized Representative (Contractor)

JL Geisler
Contractor (Company Name)
COV
Title of Authorized Representative

WITNESS:

[Signature]
Signature of Witness for Contractor

LOLA DESTARDINS
Printed Name of Witness

APPROVED BY (THE OWNER, CITY OF TROY):

City Manager or Designee

Mayor

RESOLUTION NUMBER: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
Troy City Attorney – Lori G. Bluhm

ATTEST: _____
Troy City Clerk – M. Aileen Dickson



**City of Troy
Oakland County, Michigan
Contractor's Affidavit**

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says the following:

That he/she or she is CA of the JL Cash
(Title) (Construction Company)

The contractor for the TROY COMMUNITY CENTER MONUMENT SIGN This work is located within the City of Troy and is owned by the City of Troy, Oakland County, Michigan;

That the total amount of the Contract, including extras, is \$ 24,618, on which he/she has received payment of \$ _____ prior to this payment;

That all waivers are true, correct, and genuine, and delivered unconditionally and that there is no claim, either legal or equitable, to defeat the validity of said waivers:

That the following are names of all parties who have furnished material or labor, or both, for said work, and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof, and the amount due or to become due to each, and that the items mentioned include all labor and materials required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR & MATERIALS TO COMPLETE:					

That there are no other contracts for said work outstanding, and that there is nothing due to become due to any person for materials, labor, or other work of any kind done or to be done upon, or in connection with, said work other than above stated.

[Signature]
SIGNATURE

M. H. Cash COO
PRINT NAME & TITLE

08/28/2024
DATE

[Signature]
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 28 day of Aug, 2024.

CORINNE SKAWSKI
Notary Public, Macomb County, MI
My Commission Expires: Aug. 30, 2025
Acting in the County of Oakland



**City of Troy
Oakland County, Michigan
Contractor's Declaration**

I hereby declare that I have not, during the period _____ to _____, A.D. 2024 Performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from _____ executed between myself and the City, and in the Change Orders for work issued by the City in writing as provided there under, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There _____ an itemized statement attached.
Is / is not

Date: 08/28/2024

Contractor: JL Gresh

By: M.H. Gresh

Title: CC

GENERAL SPECIFICATION

SPECIFICATION

1.0 General

1.1 Related Documents

Design Intent Drawings: These drawings/specifications are for the sole purpose of visual design intent only and not intended for construction purposes.

- A. The Sign Contractor is responsible for engineering, layouts, construction technique, materials and installation.
- B. The Project Owner, Contract Owner and Designer shall review the shop drawings only for conformance with general design intent, and will in no way be responsible or liable for any results of construction from working drawings, materials selection, shop drawings, engineering contract documents or other agreements other than agreement with the Owner and Designer authorizing these documents.
- C. Sign Contractor shall verify and be responsible for all dimensions and conditions shown in the **Design Intent Documents**. If dimensions are missing or are unclear consult the Designer for direction. The Designer must review shop details prior to fabrication.

1.2 Performance Specifications Introduction

The purpose of this document is to serve as a reference which identifies materials, construction specifications, and quality controls, as well as signage contractor's responsibilities and obligations.

2.0 Definition of Terms

2.1 Documents

Refers to the drawings and specifications, including all addendum and modifications incorporated herein for their execution. When applicable, additional appendages provided by Owner or Designer shall become part of the documents.

2.2 Project Owner / Contact

Kurt Bovenslep
Public Works Director
City of Troy
4699 Rochester Road, Troy, MI, 48065
248.524.3489
k.bovenslep@troymi.gov

2.3 Designer / Contact

KMA Design – 1276 McEwen Avenue Canonsburg PA 15317
724-263-9804 – www.thekmagroup.com
Barbara Martin – Project Manager

2.4 Signage Contractor/Fabricator

Refers to the group(s), firm(s), or corporation(s) designated in an Agreement with the Owner, and shall apply to any such group(s) under contractual obligation to perform any fabrication, installation, finishing, printing or other work related to signs and graphics, as referred in this document.

2.5 Work

As employed herein, includes any materials, equipment, construction, labor, installation, service or maintenance, and warranties required to complete the fabrication; prescribed in these specifications and contract documents. This shall include, but is not limited to, all of the sign types shown in the drawings.

2.6 Addendum

Covering changes, corrections, and special interpretations of the drawings and specifications; shall become part of the documents.

2.7 Substitutions

When one or more than one product is specified and the signage contractor wishes to offer a substitute product which will completely accomplish the purpose of the contract documents, see section 6.0 for the conditions governing all substitutions.

2.8 NIC

Refers to work not included in this contract.

2.9 Final Completion

The date when the Owner finds the entire work as described in the contract documents acceptable and fully performed, as written in the final certificate of payment.

3.0 General Conditions

3.1 Quality Assurance

The Signage Contractor shall be responsible for the quality of materials and workmanship required for execution of this contract including the materials and workmanship of any firms or individuals who act as sub-contractors. It is intended that the work described in these documents be of sound, quality construction. The Signage Contractor shall be solely responsible for the inclusion of adequate amounts to cover installation of all items indicated, described and/or implied.

3.2 Commencement

The work described in these documents shall only begin when a Owner-authorized, written contract or notice to proceed has been issued to the Signage Contractor with instructions to proceed, provided other requirements have been met.

SPECIFICATION

3.3 Contract Administration

Reviewing the quality and progress of the work and submittals received from the Signage Contractor, the Owner has no responsibility to assist the Signage Contractor in the supervision or performance of work. No action by the Owner shall in any way relieve the Signage Contractor from the responsibility for the performance of the work in accordance to the contract documents, or give rise to any negligence or other action against the Owner or anyone acting for their behalf.

Signage Contractor shall allow Owner or an authorized representative (Designer) access to his plan, excluding such areas or processes judged by the Sign Contractor to be proprietary in nature for the purpose of inspecting production techniques, materials, or other items related to the manufacturing of which the Owner is committed, or which may be contemplated.

Upon notification from the Signage Contractor that the work is complete, the Owner or authorized representative (Designer) will inspect the final installation for compliance with all approved documents.

3.4 Bidding Process

- a. All Bidder's are required to complete the Bid Worksheet included as part of this package.
- b. Incomplete Bid Worksheets may be cause for rejection of the bid.
- c. The Owner shall have the right to reject any or all bids, parts of such bid, and reserves the right to waive any informalities in the bid.
- d. In addition to bid price, the Owner reserves the right to consider all elements entering into the question of determining the responsibility of the Bidder. Any bid which is incomplete, conditional, obscure, contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid.
- e. Bidders must present evidence to the Owner, when required by them to do so, to show they are fully competent and have the necessary source of supply, facilities and pecuniary resources to fulfill the conditions of the contract and specifications.
- f. RFI Process: All Requests for Information (RFI) must be submitted in writing via email to the following distribution list: Chad Williams - cw@thekmagroup.com; Responses to RFIs will be via email to all Bidders.

3.5 Artwork

The Signage Contractor will produce all artwork for all graphics, symbols and lettering, and will submit to the Designer for review prior to fabrication. Artwork for specific items and logos, as noted on the drawing documents, shall be provided electronically by the Designer. All other artwork, as well as final artwork for final fabrication (including reproducible film positives) is to be provided by the Signage Contractor.

3.6 Other

Field dimensions shall be taken by the Signage Contractor prior to preparation of shop drawings and fabrication where possible. Time shall be allowed for trimming and fitting wherever the taking of field measurements before fabrication might delay work.

All supplementary parts necessary to complete each item shall be furnished by the Signage Contractor, even though such parts are not definitely shown or specified. All anchors and other fasteners for securing work shall be included.

4.0 Signage Contractor Responsibilities

4.1 Design Responsibility

The graphic design requirements shown by the details on the sign type drawing documents are for design intent only and intended to establish basic dimensions of units or modules, profiles and sight lines of members, and appearance. Within these limitations, the Signage Contractor is responsible for fabrication of the entire system, and to make whatever modifications of and additions to the details as may be required. The visual design concept shall be maintained as shown, including members sizes, profiles and alignment of components as accurately as possible. The Signage Contractor shall supplement the general design shown with detailed shop drawings for the Owner's approval. The shop drawings shall include major aspects of the system proposed, such as sections, shapes and connections of components and joints, how temperature movement is handled, venting, and anchorage to structure.

4.2 Statement of Application

The Signage Contractor, by commencing the work of the project, assumes overall responsibility, as part of his warranty of the work, to assure that all assembled components and parts shown that are required within the work of this project comply with the contract documents. The sign contractor shall fully warrant:

That all components specified, or required, to satisfactorily complete the installation, are compatible with each other and with the conditions of installed and expected use.

The overall effective integration and correctness of individual parts and the whole system.

Compatibility with adjoining substrate, materials and other work by other trades.

There shall be no premature material failure due to improper design of fabrication of the system. All materials are to fully perform to their normal life expectancy.

4.3 Statement of Execution

The Signage Contractor shall be responsible for all work done under this contract, including:

- a. Faulty or improper work of sub-contractor(s) and others under him by contract or otherwise.
- b. Diligent execution of work and giving personal attention and supervision to the same until complete.
- c. All delays caused by neglect on the part of the Sign Contractor or those under him by contract or otherwise.
- d. Compliance with all laws, ordinances and regulations bearing on the conduct of the work as drawn and specified.
- e. Obtaining, at the Sign Contractor's own cost, sign construction permits, inspection certificates which may be required of the by local authorities, or any other governing body. The Signage Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the work.

SPECIFICATION

4.4 Submittals

By the approval and submission of shop drawings and samples, the Signage Contractor hereby represents that he has determined and verified all field measurements, including heights, field construction criteria, materials, catalogue numbers and similar data or will do so, and that he has checked and coordinated each shop drawing and sample with the requirements of the work and the contract documents. Refer to Section 5.0 for list of required submittals.

4.5 Special Instructions

Signage contractor shall halt the graphics work when notified of a proposed change, or unsatisfactory results are anticipated. Signage contractor shall notify the Owner or authorized representative immediately and proceed only after receiving additional instructions from the Owner or authorized representative.

4.6 Protection and Handling of Products

Signage contractor shall store all graphic items under cover and off ground; handle in such manner as to protect surfaces and to prevent damage during storage, transport, installation and throughout remaining construction; protect exposed finishes by covering with adhesive paper or other suitable covering where adhesive is not appropriate for finish material; and apply covering prior to shipment from the fabricator or finishing shop. The covering shall not adversely affect finish. Signage contractor shall remove protective coverings when there is no longer any potential for damage to the graphics work from other work yet to be performed.

4.7 Shipping and Transportation

Signage Contractor will be responsible for proper shipping and transportation of all signage to the job site and will specify whether it will be common carrier or their own trucks. Signage Contractor will be liable for all damage incurred during shipping and loss of time in the installation schedule.

4.8 Storage of Equipment

Space for storage of material prior to installation will be designated by the Owner. The Signage Contractor must give advance notice of deliveries and space requirements so the proper provision may be made. If deliveries are to be made to the premise at times other than normal working hours, the Signage Contractor will be required to reimburse Owner for any overtime costs incurred by Owner.

4.9 Warranty

- a. Upon final completion, the Signage Contractor will warrant all work and materials to be fully complete and in accordance with the contract documents and the agreement between Owner and Signage Contractor, and requirements appertaining thereto; that all work and materials are free from any and all defects and imperfections, and fully meet the manufacturer's published performance criteria for use and purposes for which each and every part is specified.
- b. The Signage Contractor also agrees that, should any defect develop or appear, which the Owner finds was not caused by improper use, the Signage Contractor shall promptly, upon demand, fully correct, substitute and

make good any such defective material without cost to the Owner and will save the Owner harmless against any claim, demand, loss or damage by reason of any breach of this warranty.

- c. The period of this warranty shall commence on the date on which the Owner determines the Signage Contractor has met all Final Completion requirements. The period of said warranty shall last sixty (60) months unless otherwise specified.
 - d. The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the contractor under requirements of the Contract Documents.
 - e. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
1. Failures include, but are not limited to, the following:
 1. Deterioration of polymer/acrylic finishes beyond normal weathering.
 2. Structural failures.
 3. Noise or vibration caused by thermal movements.
 4. Failure of system to meet performance requirements.
 5. Failure of operating components to function normally.

4.10 Signage Contractor Responsibilities

The period of this warranty shall commence on the date on which the Owner determines the Signage Contractor has met all Final Completion requirements. The period of said warranty shall last twelve (12) months unless otherwise specified.

5.0 Submittals

All submittals and shop drawings are to be delivered to the Designer for distribution.

5.1 Schedule

A detailed graphic schedule by phases of production and installation is to be submitted by the Sign Contractor within five (5) business days of signing of contract with the Owner.

5.2 Samples

- a. The Sign Contractor shall submit (3) 4"x 4" samples of each color and finish of exposed materials, accessories and exposed fasteners, or final material substrate to be used in the project.
- b. The Sign Contractor shall submit (1) full size sample of each pattern.

SPECIFICATION

5.3 Shop Drawings

The Sign Contractor shall submit (1) one copy of electronic shop drawings in 11" x 17" format for the manufacturing, fabrication and erection of signs and graphic work at large scale, which shall show joints, anchorage, accessory items, and finishes. Shop drawings shall include accurately scaled masonry details, including finished sizes of brick, stone, mortar joints and foundations. Shop drawings shall be completed within 2 weeks of the following the notice to proceed.

- a. Acceptance of shop drawings does not in any way change the documents. Documents may only be changed in writing.
- b. The Signage Contractor is responsible for reviewing shop drawings for conformance with the design intent documents and notifying, in writing, the Owner, of any variation from the documents.
- c. Changes to the shop drawings are to be made by the Signage Contractor as directed by the Designer and/or Owner. The Sign Contractor will receive 1 week for changes/updates as directed by the Designer and/or Owner.

5.4 Manufacturer's Data

Signage Contractor shall submit (1) copy of the manufacturer's printed specifications, anchorage details and installation, and maintenance instructions for all products to be used in the fabrication of signs and graphics work.

6.0 Substitutions

6.1 Any substitution requested will be considered under these cases:

- a. When specified product is not available.
- b. When certain product or process is specified, a warranty of performance is required, and, in the judgment of the Signage Contractor, the specified product or process will not produce the desired results.
- c. When such substitutions is in the best interest of the Owner.

6.2 Requests for substitutions of products, materials or processes other than those specified will be accompanied by the evidence that the proposed substitution:

- a. Is equal in quality and serviceability to the specified item;
- b. Will not entail changes in details and construction related to work;
- c. Will be acceptable in consideration of the required design and artistic effect;
- d. Will provide cost advantage to the Owner.

The Sign Contractor shall furnish with his request such drawings, specification samples, performance data and other information as may be required of him to assist the Owner and Designer in determining whether the proposed substitution is acceptable. The burden of proof shall be upon the Signage Contractor.

6.3 Regardless of the evidence submitted or any review or independent investigation by the Owner or Designer, a request for a substitution of products, materials, or processes is a warranty by the Signage Contractor to the Owner that the requested substitution...

- a. Is equal in quality and serviceability to the specified item;
- b. Will not entail changes in details and construction related to work;
- c. Will be acceptable in consideration of the required design and artistic effect;
- d. Will provide cost advantage to the Owner.

6.4 Proposed substitutions will be made after the signing of the contract and not during the bid phase. Signage Contractor shall submit requests for substitutions to the Designer in writing with the first round of shop drawings, giving sufficient information and samples for evaluation with the differences in costs, if any. Substitutions must be approved in writing by the Owner and Designer before they may be used.

7.0 Products of Fabrication

Shop fabrication and tolerances shall conform to the standards of the industry. Signage Contractor shall perform high-quality, professional workmanship, attach materials with sufficient strength, number and spacing not to fail, and fabricate all work to be truly straight, plumb, level and square and to sizes, shapes and profiles indicated on the approved shop drawings.

7.1 Materials and Workmanship

- a. The Signage Contractor shall use, whenever possible, standard sizes and readily available materials to reduce cost of fabrication. All materials shall be of the highest quality and shall meet all industry standards. To establish a standard quality, design and function desired, portions of the Design Intent Documents and specifications may be based on products or manufacturers herein. When specific products are mentioned, it should be noted that the manufacturers of similar products may be considered for approvals as "equal" by the Designer upon receipt of adequate supporting data.
- b. All materials utilized for the work of this contract shall meet all applicable codes, including Fire and Life Safety codes, of authorities having jurisdiction over the projects. The Sign Contractor shall immediately report any discrepancies to the Designer for resolution. The Contractor shall not substitute products without obtaining prior written approval from the Owner and Designer.
- c. All sign faces shall be smooth and even, free from imperfections and disfiguring caused by such things as welding, material being too thin, fasteners and welds not being ground smooth, oil canning, staining, discoloration or uneven coloration, puckering, or any other problems not specifically mentioned herein.
- d. Climate conditions of the project site must be considered and the sign units designed and engineered to prevent problems caused by weather, expansion, contraction, condensation, and any other possible problems resulting from exposure to the elements.

SPECIFICATION

- e. Weep holes, heat vents, etc., shall be considered for incorporation by the Sign Contractor on each sign type as required and/or necessary. Weep holes, vents, access panels and other functional, but non-aesthetic, components must be placed so as to be inconspicuous as possible. All such items must be shown on the shop drawings for approval prior to fabrication.
- f. All finish work shall be smooth and free from abrasion, tool marks, visible welds, exposed fasteners or similar defects. All corners, reveals and joints shall be milled to matching adjoining pieces and shall be fabricated so that they are straight and/or configured to match the Design Intent Documents.
- g. Detective workmanship of any type shall not be tolerated and will result in rejection of the supplied product.

7.2 Systems Performance Requirements

- a. General: Signage Contractor shall engineer, fabricate and install signs to meet Performance Requirements included in these Specifications and the following criteria:
 - i. Code Compliance: Work, including structural loading, shall comply with all applicable Federal, State and Local Codes and applicable regulations of authorities having jurisdiction including ADA compliance.
 - ii. Design Criteria: The Drawings and Specifications indicate sizes, colors, layouts, profiles, critical details and dimensional requirements of signs.
- b. Windloading: All sign types and supporting devices, anchorage, etc. must be designed to withstand a wind speed of 100 mph (unless specified otherwise by the Michigan Building Code or local ordinances) on the total sign area applied in all directions and comply with all applicable codes.
- c. Thermal Movement Temperature Change (range): 120 degrees Fahrenheit ambient, 180 degrees Fahrenheit material surfaces.
- d. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

7.3 Typography & Graphics

- a. The Sign Contractor shall report any discrepancies or conflicting sign specifications, such as message too long for specified format, to the Designer for resolution.
- b. The applicable typefaces for this project shall be indicated in the design documents.
- c. Electronic art (either Macintosh or PC format) for graphics, logos and symbols shall be supplied by the Designer for the Sign Contractor's use in producing electronically cut images, patterns, or risers. This is the only acceptable source of art for the logos and symbols. Sign Contractor shall not use artwork included as part of these Documents for final photography or digitizing.

- d. All fonts specified must be purchased by the Sign Contractor for use in this program.
- e. All final output or implementation of typography and graphics are to be sharp (without serrated or irregular edges) and exactly true to the letter style and/or design form.
- f. Sign Contractor shall allow for hand kerning of messages, at no additional cost, in which letters and numbers, although adequately spaced, appear to the Designer to be less readable, or unsatisfactorily spaced.

7.4 Color

- a. Color Specifications: Sign Contractor shall provide products matching those listed below in both color and quality. For colors requiring a match, products shall be used which best match the Matthews Paint swatch specified. Samples shall be submitted in accordance with the requirements of Section 5.0 and of these Specifications for approval prior to fabrication.
- b. Color specifications for the work of the project are listed in the Design Documents.
- c. Consult the Design Documents to ascertain all sign components to receive color.
- d. Coatings are to accurately match the color specified. The number of coatings must be adequate to achieve the color specified. Three (3) samples of each color using the actual coating type must be submitted for approval prior to production, in accordance with Section 5.0 of these Specifications.

7.5 Finish

- a. All coating applications are to be smooth and consistently uniform. The cured coating surface is to have a uniform finish that matches the specified color and finish.
- b. Exact identification of all coatings and a description of the method of application shall be identified in the Shop Drawings.
- c. Color breaks that occur on the sign face are to be sharp, even, with no serration or color bleed. All splatters, drips, spills and over sprays shall be removed.
- d. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- e. Protect mechanical finishes on exposed surfaces from damage by applying a stippable, temporary protective covering before shipping.
- f. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

7.6 Screen Printed Media

- a. All screen-printed graphics shall be produced with ABS paint compatible with the substrate, using mesh of 390 or finer to produce clean, sharp edges.

SPECIFICATION

- b. All media are to be opaque, with full even coverage, and free from dust bubbles, blemishes and other foreign matter.
 - c. There shall be no streaking created by drawing squeegee over screen
- 7.7 Digitally Printed Graphics**
- a. Applied graphics should securely adhere to sign surfaces, and be applied smoothly; free of peeling, bubbling or other application defects. Graphics are expected to resist peeling and hold to applied surfaces considering the exterior conditions (resistant to temperature fluctuations and moisture).

- b. Opaque continuous tone photo-quality print - minimum 720 DPI per sq. inch. Graphics may be printed directly to substrate and be applied smoothly; free of peeling, bubbling or other application defects. Graphics are expected to hold to applied surfaces. Graphics should utilize inks resistant to UV-A, UV-B, Xenon and weather. Any graphics used outside should be exterior-rated; resistant to vandalism, fading and other weather-related defects.

7.8 Vinyl Film

- a. Contractor shall provide opaque or reflective high performance vinyl film as indicated on the Drawings, 2 mil maximum thickness, with pressure sensitive adhesive, suitable for outdoor application to vinyl, painted surfaces, and metal applications.
- b. All machine cut vinyl typography and graphics are to be on high-grade self-adhesive 2 mil maximum high performance, cast vinyl films with a minimum of (7) years durability or approved equal (or otherwise noted). The application of the vinyl characters is to be smooth, without bubbles, ridges or other imperfections.
- c. All vinyl typography (including letters, arrows, numbers, symbols, logos, etc.) shall be digitally reproduced, and machine cut.
- d. Surface coatings should be allowed to dry a minimum of 3 to 4 days before applying vinyl letters or graphics in order to avoid bubbles forming in the vinyl from out-gassing of the curing coating.
- e. Letters for sign panels are to have positionable pressure-activated gray pigmented adhesive to provide minimal color show through.

7.9 Aluminum & Steel

Separation of Metals: There shall be no bare aluminum in contact with any other metals, wood or concrete. Contact surfaces shall be separated by a coating of zinc chromate and aluminum paint, or a heavy body bluminous paint or by a gasket.

- a. Aluminum Casings: ASTM B 26/B 26M, of alloy and temper recommended by sign manufacturer for casting process used and for use and finish indicated.

- b. Aluminum Sheet and Plate: ASTM B 209 (ASTM B 209M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with at least the strength and durability properties of Alloy 5005-H32.
- c. Aluminum Extrusions: ASTM B 221 (ASTM B 221M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with at least the strength and durability properties of Alloy 6063-T5.
- d. Steel Members Fabricated from Plate or Bar Stock: ASTM A 529/A 529M or ASTM A 572/A 572M, 42,000-psi (290-MPa) minimum yield strength.

- e. For steel exposed to view on completion, provide materials having flat, smooth surfaces without blemishes. Do not use materials whose surfaces exhibit piling, seam marks, roller marks, rolled trade names, or roughness.

7.10 Laser-cut Characters

Provide characters with square-cut smooth edges.

7.11 Paints/Coatings/Finishes

- a. Surface Preparation: Signage Contractor shall remove mill scale and rust, if present from uncoated steel and prime for painted finish.
- b. Only highest quality 2-part catalyst-hardened acrylic polymer coatings are to be used. Color fastness is of utmost importance as well as quality and other assurances against abnormal deterioration such as peeling, cracking, crazing, etc.
- c. Coatings shall be prepared as designated by the manufacturers' latest literature for surface preparation and application but in no case less than one (1) applicable primer coat and two (2) final full coats. All finished surfaces shall be uniform.
- d. All coatings (paint, ink, etc.) should have UV inhibitors, and should not fade or discolor when exposed to ultraviolet light.
- e. Colors shall match color designations as indicated on the drawings.
- f. Sign Contractor shall protect mechanical finishes on exposed surfaces from damage by applying strippable, temporary protective covering before shipping.
- g. All paint finishes are to be satin unless otherwise noted in the Design Drawings.

SPECIFICATION

7.12 Fasteners

- a. Signage Contractor shall use concealed fasteners fabricated from metals that are not corrosive to the sign material and mounting surface. All dissimilar materials must be separated from contact with each other. Fasteners shall be compatible with adjacent materials and substrates.
- b. Anchors and Inserts: Signage Contractor shall use nonferrous metal or hot-dipped galvanized anchors and inserts for exterior installations and elsewhere as required for corrosion resistance. Signage Contractor shall use expansion bolts or other fastening devices for drilled-in-place anchors designed to withstand all required loads. Signage Contractor shall furnish inserts, as required, to be set into concrete or masonry work.
- c. Exposed Fasteners: Sign Contractor shall finish exposed fasteners to match adjacent surfaces and as directed by Designer to achieve an attractive, finished appearance.

7.13 Backlit Letters/Embedded LED Lighting

Provide any/e embedded LED letters to produce halo-effect lighting as indicated in Design Intent Drawings.

- a. Wiring components shall be UL approved components.
- b. Wiring shall be performed by a licensed electrical contractor.
- c. LEDs shall be powered by 12V power supply in accordance with LED manufacturer's requirements.
- d. Letters to stand-off from background surface to achieve desired halo effect.

8.0 Fabrication

Signage Contractor shall provide sign copy to comply with the requirements indicated for size, styles, spacing, content, positions, materials, finishes, and colors of letters, numbers and symbols, and other graphic devices and construct to accurate details and dimensions as shown, and as reviewed on shop drawings. Exposed fasteners on finished sign faces will not be allowed, unless specifically indicated. Signage Contractor shall conceal wiring, conduit, and other electrical items within sign enclosures.

8.1 Shop Assembly

Signage Contractor shall pre-assemble items in shop to greatest extent possible to minimize field splicing and assembly. Signage Contractor shall disassemble units only as necessary for shipping and handling limitations. Signage Contractor shall clearly mark units for reassembly and coordinated installation.

8.2 Welding

All welding procedures shall conform to applicable AWS specifications. Type of alloy filler metal and electrodes to be that which is recommended by producer of metal to be welded, and as required for color match, strength and compatibility in

the fabricated items.

8.3 Flatness of Panels

Panels shall show no visible distortion when viewed in installed position.

8.4 Cutting/Routing

Signage Contractor shall cut and route in a manner to produce smooth, true, and clean edges and corners of finished graphics and letterforms. Graphics and letterforms having positive or negative corners, nicked, cut or ragged edges are not acceptable. Signage Contractor shall align and maintain parallel baselines and margins as indicated on the drawings.

9.0 Execution

Quality and acceptability of the fabricators' work will be monitored throughout the fabrication and installation phases of the project. Work will be reviewed by the Designer.

9.1 Shop Reviews

Contractor shall notify Designer and Owner at least 48 hours in advance of operations requiring reviews.

9.2 Site Reviews

Upon arrival of any shipment of sign units or materials, the Sign Contractor shall inspect the shipment to verify that no damage has occurred that will adversely affect the performance or appearance of the units or materials. The Owner shall not accept, as approved, any units or materials previously rejected by the Designer and not repaired or revised to the Designer's satisfaction.

9.3 Sign Locations

The Sign Contractor shall field-verify all proposed sign locations in the field and conduct a walk-through with the Designer and Owner in order to obtain a written approval of the proposed locations before installation of the sign units.

9.4 Punch List

Immediately after installation of the signs, the Sign Contractor shall arrange for the Owner to review the work in place and give written notice of any deviations, errors, omissions or other unacceptable condition in a punch list to be prepared and distributed to the proper fabricators or consultants for correction.

9.5 Final Sign-Off

At final completion of all work, including punch list items for each group of signs, the Sign Contractor shall arrange for a final review by the Owner for the purpose of obtaining a written approval of the fabrication and installation of the units.

SPECIFICATION

WARRANTY / GUARANTEE

We hereby warrant and guarantee the _____ that we have installed in the _____ project for five (5) year(s) for non-illuminated products from the date of substantial completion.

We warrant and guarantee that the materials and equipment furnished under this contract are of good quality and new unless otherwise required or permitted by the contract documents; that the work will be free from defects not inherent in the quality required or permitted; and that the work conforms with the requirements of the contract documents.

We agree to repair or replace, to the satisfaction of the owner or Designer, any or all work not conforming to the contract documents, including substitutions not properly approved and authorized, workmanship or materials that prove defective within the warranty/guarantee period. This warranty/guarantee excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Any repairs or replacements shall bear an additional twelve (12) month guarantee, in addition to any remaining warranty period, as herein stated, and dated from the final acceptance of repairs or replacement.

In the event of our failure to comply with the above-mentioned conditions within a reasonable time after being notified in writing, we collectively and separately do hereby authorize the Owner to proceed to have defects repaired and made good at our expense, and will pay the costs and charges, therefore, immediately upon demand.


Signature of Contractor or Subcontractor

08/28/2014
Date

(Signature of Contractor) only where subcontractor is major signee

10.0 Installation

The installation of fixed materials shall be under the general direction of the Owner/Designer in accordance with applicable specifications and layout drawings.

10.1 Delivery to Premise

Sign Contractor is responsible for securing staging and storage areas. Unless indicated to the contrary, items of loose material shall be delivered, uncrated, assembled, set in proper place and installed ready for use, free from breakage, blemishes or other defects.

10.2 Anchors and Inserts

Signage Contractor shall furnish inserts and anchoring devices which must be set in concrete or built into masonry for installation of this work, provide setting drawings, templates, instructions and directions for installation of anchorage devices and provide units with exposed surfaces matching the texture and finish of metal item anchored.

10.3 Cutting/Fitting/Placement

Signage Contractor shall perform all cutting, drilling and fitting required for installation, set work accurately in location, alignment and elevation, plumb, level and true, measured from established lines and levels, and provide temporary bracing or anchors as required. Signage Contractor shall form tight joints with exposed connection accurately fitted with uniform reveals and spaces for sealants and joint fillers. Where cutting, welding and grading are required for proper shop fitting and joining of the work, Signage Contractor shall restore finishes to eliminate any evidence of corrective work. Signage Contractor shall not cut or abrade finishes which cannot be completely restored in field. Signage Contractor shall return items with such finishes to the shop for required alterations, followed by complete refinishing or providing new units at Signage Contractor option.

10.4 Erection

All surfaces shall be covered with protective non-deleterious finish for protection until final installation or erection. Signage Contractor shall complete all connections in proper alignment and tighten bolts securely. Leveling is to be done only by instruments; measuring equal distances from existing surfaces will not be acceptable as a basis of level and/or plumb. After erection, all surfaces marred during erection and exposed bolts, bolt heads, etc., shall be retouched with same paint as previous.

10.5 Cleaning of Premises/Signs

The Signage Contractor shall use special care in the disposition of excess materials and rubbish. Rubbish shall not be allowed to accumulate but shall be consistently collected and removed at the completion of this work, or a daily basis. As this is an active site, all debris must be vacuumed and removed as work is completed. After installation, Signage Contractor shall clean soiled sign surfaces according to manufacturer's written instructions. Signage Contractor shall protect signs from damage until acceptance of Owner and shall touch up all nicks, scratches, fasteners that require color.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: September 5, 2024

To: Robert J. Bruner, Acting City Manager

From: Megan E. Schubert, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kyle A. Vieth, Controller
Kurt Bovensiep, Public Works Director
Dennis Trantham, Deputy Public Works Director
Brian Goul, Recreation Director
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Community Center Signage and Budget Amendment (Introduced by Kurt Bovensiep, Public Works Director)

History

The Community Center Signage has been discussed at various levels for over a year. A report was provided to the City Council on August 21, 2023, and included a plan to refurbish the existing main monument sign for the Community Center off Livernois Road. It was anticipated that the cost to refurbish the sign would be below \$10,000. After soliciting companies to perform the work the cost well exceeded \$10,000 and was approaching the cost of a new sign.

Monument Sign

In June of 2024, City Staff met and agreed to use the city gateway design that was provided by KMA Design in 2019 for the Community Center monument sign. Staff contacted KMA Design to make the necessary changes to the sign to meet the Community Center's needs. There was considerable discussion on what to include on the monument sign. It was decided to only include the Troy Community Center on the sign to limit any future sign replacement because of programming changes at the facility. KMA Design provided the necessary design construction documents so the sign could be solicited for bids.

Entrance and Wayfinding Signs

Blink Signs was awarded a contract to construct and install new signs at all City of Troy parks, which are currently being manufactured and installed this fall (RESOLUTION 2023-11-165). Through the bid process, the City also requested pricing for additional signs. For this reason and consistency of signage, City Staff requested Blink Signs to design the entrance and wayfinding signs around the Community Center. Since Blink Signs currently has a contract with the City of Troy a change order is requested for consideration. City of Troy staff will complete the installation of these signs.



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CITY COUNCIL AGENDA ITEM

Purchasing

On August 29, 2024, a bid opening was conducted as required by City Charter/Code for the Community Center Monument Signage. The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com//city-of-troy-mi. Three hundred seventeen (317) vendors were notified via the MITN website. Three (3) bid responses were received. Below is a detailed summary of potential vendors for the bid opportunity:

Companies notified via MITN	317
Troy Companies notified via MITN	8
Troy Companies - Active email Notification	8
Troy Companies - Free	0
Companies that viewed the bid	60
Troy Companies that viewed the bid	3

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.

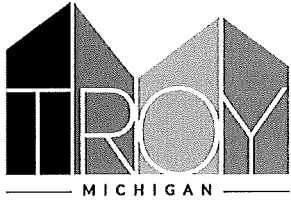
- All three (3) bids were reviewed.
- The bid from *JL Geisler Co of Troy, MI* is low bid meeting all specifications.
- *JL Geisler Co's* bid was reviewed in detail by line item and all references were checked.
- Based on the review process it is being recommended to award the bid to the low bidder meeting specifications; *JL Geisler Co of Troy, MI*.

Financial

The total cost of construction and installation by *JL Geisler Co.* of the Community Center monument sign is \$24,618.78 plus a 20% contingency amount of \$5,000.00. The cost to manufacturer the entrance and wayfinding signs by *Blink Marketing Inc.* is \$23,435.00 plus a 20% contingency amount of \$5,000.00. Funds were not budgeted for this project in the Capital Fund and will require a total budget amendment of \$58,100.00 to the Land Improvements Entry Way Signage & Landscape Capital Account 401.756.755.974.175 under Project Number 2025C0099 for the 2025 fiscal year.

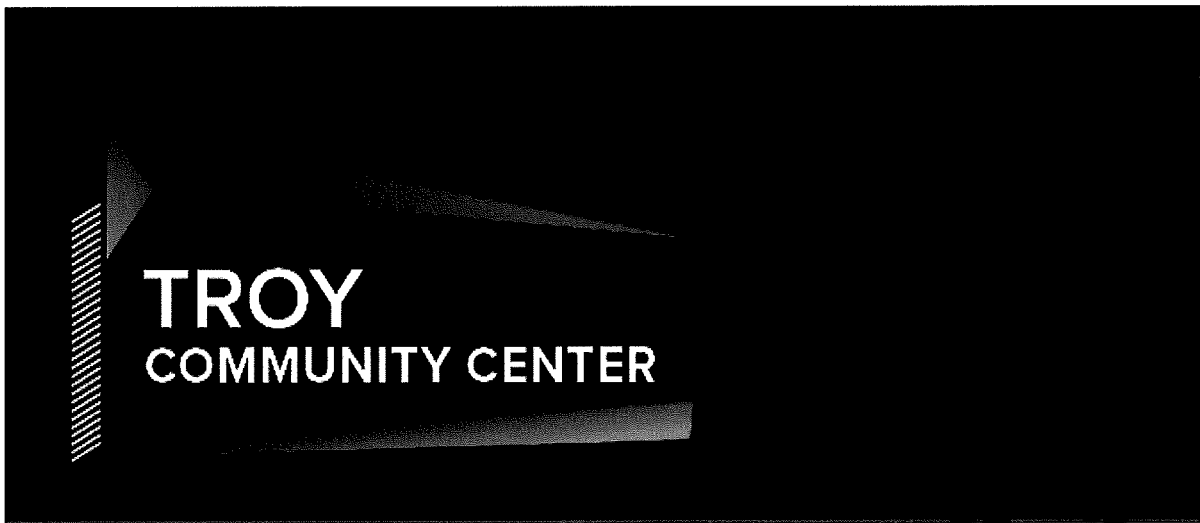
Recommendation

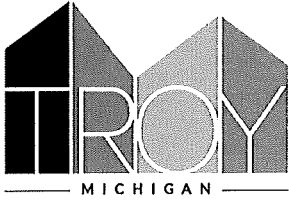
City Management recommends awarding a contract for the construction and installation of the Community Center monument sign to *JL Geisler Co. of Troy, MI* for an estimated total cost of \$29,918.78, which includes a 20% contingency, at prices contained in the bid tabulation dated August 29, 2024. City management also recommends authorizing a change order to *Blink Marketing Inc.* under the contract approved by City Council through Resolution 2023-11-165 in the amount of \$28,435.00, which includes a 20% contingency. Additionally, City Management recommends amending the Capital Fund by a total of \$58,100.00 for the Community Center sign project. The award is contingent upon the contractors' submission of properly executed bid documents including insurance certificates, and all other specified requirements.



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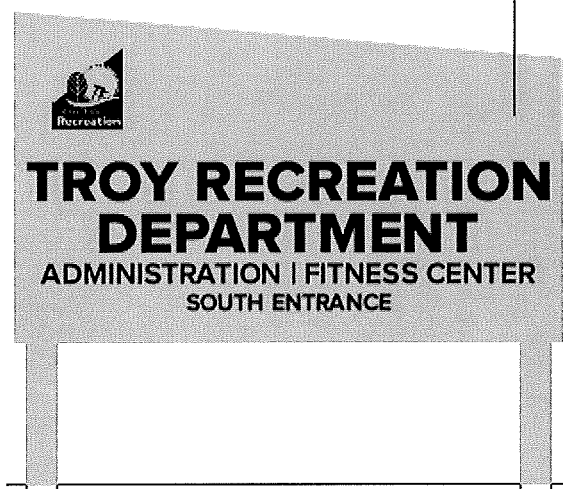
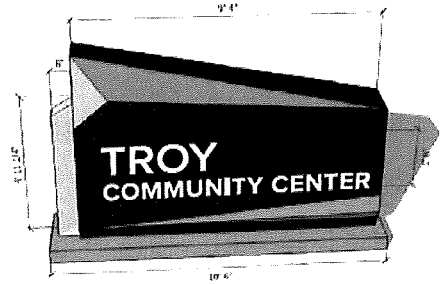
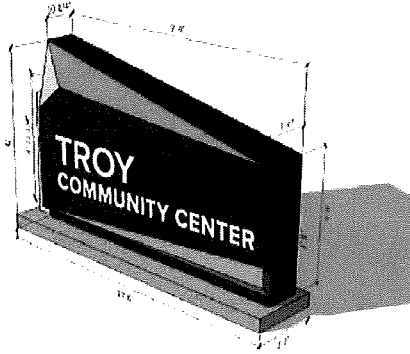
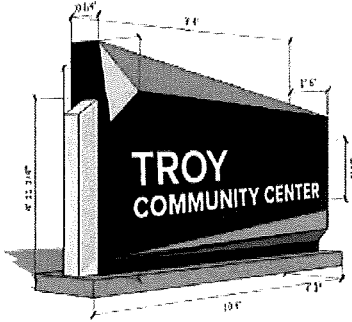
CITY COUNCIL AGENDA ITEM





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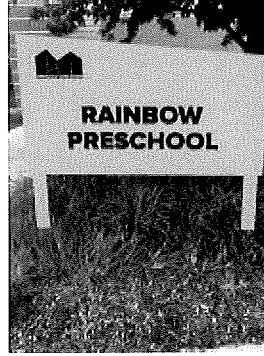


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CITY COUNCIL AGENDA ITEM



BEFORE



AFTER



BEFORE



AFTER



BEFORE



AFTER



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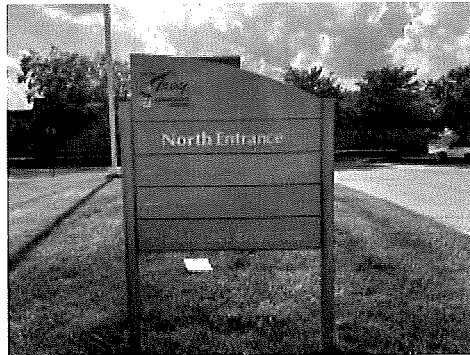
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CITY COUNCIL AGENDA ITEM



BEFORE



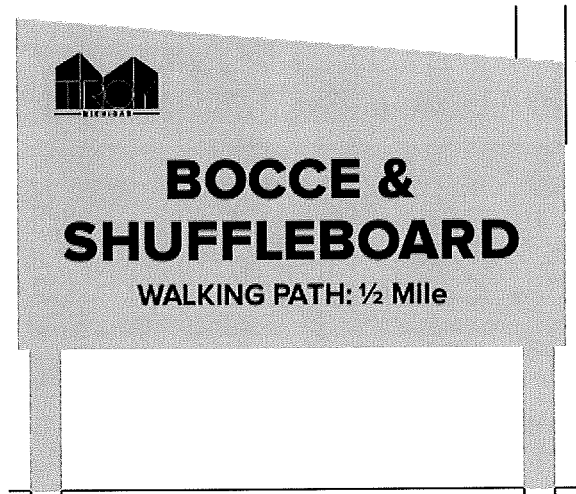
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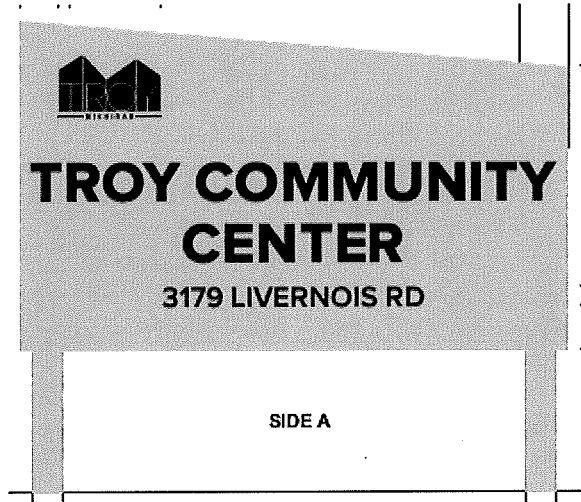
AFTER





500 West Big Beaver
Troy, MI 48084
troyml.gov

CITY COUNCIL AGENDA ITEM



Opening Date: 08/29/2024
 Reviewed Date: 08/29/2024

BID TABULATION
 CITY OF TROY
 COMMUNITY CENTER MONUMENT SIGN

ITB-COT 24-15
 Pg. 1 of 1

Vendor Name:	JL Geisler Co.	Johnson Sign Co.	Blink Marketing Inc.
City:	Troy, MI	Jackson, MI	Cleveland, OH
Check Amount:	\$1,500.00	\$1,500.00	\$1,500.00
Check Number:	9484519983	500401598	4693134

BID PROPOSAL: Provide all labor, permits, materials and equipment, all supervision, coordination, all related incidentals necessary to furnish and install the Exterior Signage planned for the City of Troy, Community Center monument signage project in strict accordance with the Project Documents and the Drawings prepared by Designers – KMA Design, Inc.

EXTERIOR SIGNAGE INCLUDES ALL INCIDENTAL COSTS SUCH AS SHOP DRAWINGS, SAMPLES, SHIPPING, PERMITS, TAX, SITE PREPARATION AND DEMO AND DISPOSAL OF EXISTING SIGNAGE WHERE APPLICABLE, ETC.	GRAND TOTAL	GRAND TOTAL	GRAND TOTAL
BASE LUMP SUM:	\$24,618.78	\$27,992.00	\$38,115.00
Specification Compliance Signed: Y or N	Y	Y	Y
Vendor Questionnaire Provided: Y or N	Y	Y	Y
Hours of Operation:	M-F 8am - 4:30pm	8am - 5pm	9am - 5pm
24 Hr. Contact Phone No.:	248-585-6880	517-784-3720	216-503-2568
Progress Payment Schedule:	50/40/10	50% deposit payment to get started. Remaining balance due upon completion.	Progressive payments
References: Y or N	1 Reference	Y	Y
Insurance Provided: Y or N	Y	Y	Y
Payment Terms:	Not Specified	50% deposit, balance due upon completion	Net 30
Warranty:	Not Specified	3 Year	1 Year
Completion:	Not Specified	Not Specified	12 Weeks after NTP
Exceptions: Y or N	Oracal 951-061 to 8500-063; 095-333 to 8500-034; 951-501 to 8500-054; Spec'd Vinyl doesn't allow light through	None	None
Acknowledgement: Y or N	Y	Y	Y
Addendum Signed: Y or N	Y	Y	Y
Forms: Y or N	Y	Y	Y

ATTEST:
 (*Bid Opening conducted via a Zoom Meeting)
 Kurt Bovensiep
 Jackie Ahlstrom
 Dina Gates

Emily Frontera
 Purchasing Manager



CHAPVEN-01

LJOLLIFF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2024

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 Hershey Insurance Group, Inc. 2855 Coolidge Highway Ste 204 Troy, MI 48084	CONTACT NAME: Elizabeth Sinutko
	PHONE (A/C, No, Ext): (248) 619-3400 215 FAX (A/C, No):
	E-MAIL ADDRESS: hetsys@higmi.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Citizens Insurance Company of America	NAIC # 31534
INSURER B : Hanover	22292
INSURER C : Accident Fund Company	10166
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Chapa Ventures Inc
JL Geisler Sign Company
dba National Sign Branding
5875 New King Ct.
Troy, MI 48098

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	X		Z7BH573822	4/15/2024	4/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		AWBH573769	4/15/2024	4/15/2025	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 type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			U7BH573826	4/15/2024	4/15/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	N/A 100098707	4/15/2024	4/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			Z7BH573822	4/15/2024	4/15/2025	Leased/Rented 50,000
A	Installation Floater			Z7BH573822	4/15/2024	4/15/2025	Limit 40,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers are included as Additional Insured with respect to General Liability and Auto Liability as required by contract. Coverage is primary and non-contributory. Thirty day notice of cancellation and 10 day notice for non payment of premium is afforded to certificate holder.

CERTIFICATE HOLDER

CANCELLATION

City of Troy 500 W. Big Beaver Road 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 