

CITY COUNCIL MINUTES

April 7, 2025

Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – **Firefighters Park Pickleball Courts Construction**; Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Pickleball Courts Construction Administration, and Budget Amendment (*Introduced by: Kurt Bovensiepe, Public Works Director*)

Resolution #2025-04-039

Moved by Hodorek
Seconded by Gunn

RESOLVED, That Troy City Council hereby **AWARDS** a contract to **Best Asphalt, Inc.** of *Romulus, MI*, to construct eight (8) Pickleball courts at Firefighters Park including the amenities as outlined in the bid specifications and Alternates A and B for a total cost of **\$489,509.82** plus a 15% contingency of \$73,000, at prices contained in the bid tabulation opened March 27, 2025, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract to **Anderson, Eckstein & Westrick, Inc.** of *Shelby Township, MI*, for Contract Administration Services, Construction Observation Services, and Testing for a total fee of **\$56,800.00** plus a 10% contingency of \$5,600.00.

BE IT FURTHER RESOLVED, That Troy City Council **APPROVES** a budget amendment from the Unassigned General Fund Balance to the Capital Fund in the amount of \$625,000.00.

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

Yes: Hodorek, Baker, Brooks, Chanda, Gunn, Hamilton

No: None

Absent: Chamberlain-Creanga

MOTION CARRIED

PURCHASE ORDER

No. 2025-00001304
DATE: 04/10/2025
PAGE: 1 of 1
FOB DESTINATION

Ship To

CITY OF TROY
Building Operations
1800 W SQUARE LAKE
TROY, MI 48098

Bill To

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


COUNCIL RESOLUTION
2025-04-039

VENDOR NO. 144678

Vendor

BEST ASPHALT INC
6334 N BEVERLY PLAZA
ROMULUS, MI 48174

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	Land Improvements - Firefighters Park Pickleball Courts Base Bid + Alternates A & B	489,509.8200	\$489,509.82
				

Entered By: Andrew Chambliss

\$489,509.82

Special Instructions:

CITY COUNCIL AWARD DATE: 4/7/2025. Contract for Firefighters Park Pickleball Courts Construction in accordance with the specifications and completion date of ITB-COT 25-13. CERTIFICATE OF INSURANCE and ENDORSEMENTS and BONDS shall be on file through contract completion.

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.



PURCHASE ORDER

Ship To

CITY OF TROY
Building Operations
1800 W SQUARE LAKE
TROY, MI 48098

Bill To

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

No. 2025-00001303
DATE: 04/10/2025
PAGE: 1 of 1
FOB DESTINATION


VENDOR NO. 171988

Vendor

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

COUNCIL RESOLUTION
2025-04-039
CONTRACT #
2018-90000005

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Each	Firefighters Park Pickleball Courts - Construction Services Pricing Per Proposal Dated: 3/31/25	56,800.0000	\$56,800.00
				

Entered By: Andrew Chambliss

\$56,800.00

Special Instructions:

CITY COUNCIL AWARD DATE: 4/7/2025 Contract for Pickleball Courts Construction Administration in accordance with the specifications and completion date of ITB-COT 25-13. CERTIFICATE OF INSURANCE and ENDORSEMENTS shall be on file through contract completion.

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 - 03/27/2025
Reviewed Date - 03/27/2025

CITY OF TROY
BID TABULATION
PICKLEBALL COURTS

ITB-COT 25-13
Page 1 of 2

VENDOR NAME:	Simone Construction Services	Best Asphalt, Inc.
CITY:	Shelby Twp., MI	Romulus, MI
CHECK NO.:	1540190768	9051233653
CHECK AMOUNT:	\$10,000.00	\$10,000.00

PROPOSAL: FIREFIGHTERS PARK PICKLEBALL COURTS								
Line	Pay Item	Description	Qty	Units	Unit Price	Total Cost	Unit Price	Total Cost
1	4037050	Dr Structure, 24-inch Dia, Infiltration	2	Ea	\$4,500.00	\$9,000.00	\$352.00	\$704.00
2	8507001	Fence Windscreen, 8 Foot, Black	524	Ft	\$18.68	\$9,788.32	\$20.26	\$10,616.24
3	2017011	Post-Tension Concrete Pickleball Courts, 5 inch	1878	Syd	\$113.15	\$212,495.70	\$171.60	\$322,264.80
4	1027051	Bonds, Insurance & Mobilization - Max \$15,000	1	LSUM	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
5	8507051	Court Sun Shade	2	LSUM	\$22,500.00	\$45,000.00	\$17,381.00	\$34,762.00
6	2027050	GOSPORTS Pickleball Paddle Rack	8	Ea	\$160.00	\$1,280.00	\$120.00	\$960.00
7	2027050	Pickleball Court Numbering Plaques	8	Ea	\$120.00	\$960.00	\$58.00	\$464.00
8	1027051	Pavement Marking, Pickle Ball Court	1	LSUM	\$5,400.00	\$5,400.00	\$4,950.00	\$4,950.00
9	8507051	Surface, Pickle Ball Court	1	LSUM	\$29,800.00	\$29,800.00	\$28,380.00	\$28,380.00
10	8507050	Pickle Ball Net and Posts	8	Ea	\$3,200.00	\$25,600.00	\$3,410.00	\$27,280.00
11	2047051	Earthwork, Site	1	LSUM	\$65,000.00	\$65,000.00	\$47,586.00	\$47,586.00
12	8167011	Surface Restoration, Seeding	590	Syd	\$6.00	\$3,540.00	\$12.00	\$7,080.00
13	2047011	Conc Pavt, Nonreinf, 5 inch	285	Syd	\$90.00	\$25,650.00	\$77.00	\$21,945.00
14	2047011	Conc Pavt, Nonreinf, 17 inch (RIBBON)	61	Syd	\$375.00	\$22,875.00	\$495.00	\$30,195.00
15	2047011	Surface Restoration, Seeding, Bioretention Mix	413	Syd	\$15.00	\$6,195.00	\$100.00	\$41,300.00
16	3020030	Aggregate Base, 12 inch	465	Syd	\$26.00	\$12,090.00	\$30.28	\$14,080.20
17	3020016	Aggregate Base, 6 inch	2174	Syd	\$14.00	\$30,436.00	\$12.66	\$27,522.84
18	2080016	Erosion Control, Gravel Access Approach	1	Ea	\$6,000.00	\$6,000.00	\$860.00	\$860.00
19	2080036	Erosion Control, Silt Fence	552	Ft	\$4.50	\$2,484.00	\$1.49	\$822.48
20	8080021	Fence Gate, 4 foot, for 48 inch Chain Link Fence	2	Ea	\$833.00	\$1,666.00	\$763.40	\$1,526.80
21	8080011	Fence, Chain Link, 48 inch	365	Ft	\$55.60	\$20,294.00	\$50.94	\$18,593.10
22	8080015	Fence, Chain Link, 96 inch	585	Ft	\$93.60	\$54,756.00	\$85.79	\$50,187.15
23	5010034	HMA, 36A	41	Ton	\$360.00	\$14,760.00	\$193.83	\$7,947.03
24	5012025	HMA, 4EML	41	Ton	\$330.00	\$13,530.00	\$193.83	\$7,947.03
25	4040083	Underdrain, Subgrade, Open-Graded, 6 inch	864	Ft	\$30.00	\$25,920.00	\$26.00	\$22,464.00
TOTAL AMOUNT - BASE BID:					\$659,520.02		\$740,437.67	
ALTERNATE BID A								
Subtract Item								
#3	2017011	Post-Tension Concrete Pickleball Courts, 5 inch	1878	Syd	\$113.15	-\$212,495.70	\$171.60	-\$322,264.80
Add Item(s)								
26	2017011	HMA 13A, Tennis Mix	155	Ton	\$313.00	\$48,515.00	\$233.03	\$36,119.65
27	2017011	HMA 36A, Tennis Mix	155	Ton	\$391.20	\$60,636.00	\$267.66	\$41,487.30
TOTAL AMOUNT - BASE BID + ALTERNATE A:					\$556,175.32		\$495,779.82	
ALTERNATE BID B								
Subtract Item								
#9	8507051	Surface, Pickle Ball Court	1	LSUM	\$29,800.00	-\$29,800.00	\$28,380.00	-\$28,380.00
Add Item(s)								
28	2017011	PLEXIPAVE Surface Coating	1	LSUM	\$24,120.00	\$24,120.00	\$22,110.00	\$22,110.00
TOTAL AMOUNT - BASE BID + ALTERNATE B:					\$713,440.02		\$790,927.67	
TOTAL AMOUNT - BASE BID + ALTERNATE A & B:					\$550,495.32		\$489,509.82	

CITY OF TROY
BID TABULATION
PICKLEBALL COURTS

ITB-COT 25-13
Page 2 of 2

VENDOR NAME:	Simone Construction Services	Best Asphalt, Inc.
CITY:	Shelby Twp., MI	Romulus, MI

PROPOSAL: FIREFIGHTERS PARK PICKLEBALL COURTS

Completion Date Agreement Signed:	Y or N	Y	Y
Vendor Questionnaire Completed:	Y or N	Y	Y
Site Inspection:	Y or N	Y - 03/26/2025	Y - 03/18/2025
Contact Information Provided:	Y or N	Y	Y
Proposed Progress Payments Provided:	Y or N	April 5%, May 20%, June 30%, July 30%, August 10%	30 Days
References:	Y or N	Y	Y
Completion Date can be met:	Y or N	N - 08/30/2025	Y
Insurance Met:	Y or N	Y	Y
Payment Terms:		30 Days	30 Days
Warranty:		1-Year	1-Year
Completion:		8/30/2025	Per Specs
Exceptions:		Proposed schedule modification because of PT cable lead time, 28 day curing time prior to court surfacing	None
Acknowledgement:	Y or N	Y	Y
Signed Addendum:	Y or N	Y	Y
Forms:	Y or N	Y	Y

Low Bidder Meeting Specifications

No Bid - Laser Sport Surfacing

ATTEST:

(*Bid Opening conducted via a Zoom Meeting)

Kurt Bovensiep

Andrew Chambliss

Jackie Ahlstrom

Bryan Pompa

Emily Frontera

Purchasing Manager



**CITY OF TROY
BID PROPOSAL**

ITB-COT 25-13
Page 1 of 11

The undersigned proposes to complete the **PICKLEBALL COURTS AT FIREFIGHTERS PARK** in accordance with the attached bid specifications and plans, diagrams, and site maps that are to be considered an integral part of this bid proposal, at the following prices:

COMPANY NAME: Best Asphalt, Inc.

The bid document contains the following sections:

Instruction to Bidders (3 pages)	Maintenance & Guarantee Bond (2 pages)
Bid Proposal (10 pages)	Public Act 57 (2 pages)
Vendor Questionnaire (1 pages)	Consent of Surety – Sample (1 page)
Contract Forms (9 Forms)	Certificate of Insurance - Sample (4 pages)
Performance Bond (1 page)	Statement of No Bid (1 page)
Labor & Materials Bond (1 page)	Specifications (20 pages)
	Drawings (7 pages)

PROPOSALS

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

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

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

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

The Bidder acknowledges receipt of the following addenda:

No. 1
No. _____
No. _____

DATED: 3/14/25
DATED: _____
DATED: _____

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

The City of Troy is accepting proposals for Pickleball Courts at Firefighters Park.

The scope of this project is to furnish all materials, equipment, labor, and supervision to complete pickleball courts at Firefighters Park as specified.

All items of work noted in the Specifications that are not specifically noted in the proposal shall be considered as included in the construction and shall be constructed at no extra cost to the City.

FIREFIGHTERS PARK PICKLEBALL COURTS

Line	Pay Item	Description	Quantity	Units	Unit Price	Total Cost
1	4037050	Dr Structure, 24-inch Dia, Infiltration	2	Ea	\$352.00	704.00
2	8507001	Fence Windscreen, 8 Foot, Black	524	Ft	20.26	10,616.24
3	2017011	Post-Tension Concrete Pickleball Courts, 5 inch	1878	Syd	171.60	322,264.80
4	1027051	Bonds, Insurance & Mobilization - Max \$15,000	1	LSUM	10,000.00	10,000.00
5	8507051	Court Sun Shade	2	LSUM	17,381.00	34,762.00
6	2027050	GOSPORTS Pickleball Paddle Rack	8	Ea	120.00	960.00
7	2027050	Pickleball Court Numbering Plaques	8	Ea	58.00	464.00
8	1027051	Pavement Marking, Pickle Ball Court	1	LSUM	4950.00	4950.00
9	8507051	Surface, Pickle Ball Court	1	LSUM	28380.00	28,380.00
10	8507050	Pickle Ball Net and Posts	8	Ea	3,410.00	27,280.00
11	2047051	Earthwork, Site	1	LSUM	47,586.00	47,586.00
12	8167011	Surface Restoration, Seeding	590	Syd	12.00	7,080.00
13	2047011	Conc Pavt, Nonreinf, 5 inch	285	Syd	77.00	21,945.00
14	2047011	Conc Pavt, Nonreinf, 17 inch (RIBBON)	61	Syd	495.00	30,195.00
15	2047011	Surface Restoration, Seeding, Bioretention Mix	413	Syd	100.00	41,300.00
16	3020030	Aggregate Base, 12 inch	465	Syd	30.28	14,080.80
17	3020016	Aggregate Base, 6 inch	2174	Syd	12.66	27,522.84
18	2080016	Erosion Control, Gravel Access Approach	1	Ea	860.00	860.00
19	2080036	Erosion Control, Silt Fence	552	Ft	1.49	822.48
20	8080021	Fence Gate, 4 foot, for 48 inch Chain Link Fence	2	Ea	763.40	1,526.80
21	8080011	Fence, Chain Link, 48 inch	365	Ft	50.94	18,593.10
22	8080015	Fence, Chain Link, 96 inch	585	Ft	85.79	50,187.15
23	5010034	HMA, 36A	41	Ton	193.83	7,947.03
24	5012025	HMA, 4EML	41	Ton	193.83	7,947.03
25	4040083	Underdrain, Subgrade, Open-Graded, 6 inch	864	Ft	26.00	22,464.00
TOTAL AMOUNT - BASE BID						740,437.67

ALTERNATE BID A

Subtract item

3	2017011	Post-Tension Concrete Pickleball Courts, 5 inch	1878	Syd	171.60	322,264.80
---	---------	---	------	-----	--------	------------

Add item(s)

26	2017011	HMA 13A, Tennis Mix	155	Ton	233.03	36,119.65
27	2017011	HMA 36A, Tennis Mix	155	Ton	267.66	41,487.30

TOTAL AMOUNT - BASE BID + ALTERNATE A						495,779.82
---------------------------------------	--	--	--	--	--	------------

COMPANY NAME Best Asphalt, Inc.

ALTERNATE BID B

Subtract item

9	8507051	Surface, Pickle Ball Court	1	LSUM	28,380.00
---	---------	----------------------------	---	------	-----------

Add item(s)

28	2017011	PLEXIPAVE Surface Coating	1	LSUM	22,110.00
----	---------	---------------------------	---	------	-----------

TOTAL AMOUNT – BASE BID + ALTERNATE B					734,167.67
--	--	--	--	--	------------

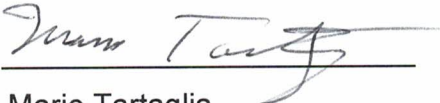
The City reserves the right to accept any bid, or to reject any or all bids, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional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

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

The company representative does warrant that by signing the bid documents, the additional insured endorsement will be included in the insurance coverage supplied to the City as part of the specified requirements. All construction, including restoration, shall be completed by **June 30, 2025**.

Company: Best Asphalt, Inc.

Address: 6334 N. Beverly Plaza
Romulus, MI 48174

Signed: 

County: Wayne

By: Mario Tartaglia

Telephone: 734-729-9440

Title: Director of Operations

Email: mario@bestasphaltinc.com

The anticipated City Council Award Date is April 7, 2025.
Project completion shall be no later than June 30, 2025.

COMPANY NAME Best Asphalt, Inc.

VENDOR QUESTIONNAIRE

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

1. Number of years of experience in this work:

52 years

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

2 Loaders, 4 Excavators,

2 Pavers, 4 Dozers

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

City of Grosse Pointe, City of Auburn Hills, Ypsilanti Community Utility Authority,

Commerce Township, City of Sterling Heights

4. Name of your bank and other financial reference:

Chase Bank

5. Name of your insurance carrier:

6. PL/PD/BI Insurance carrier: Federated Mutual Insurance Company

Workman's Compensation: Federated Mutual Insurance Company

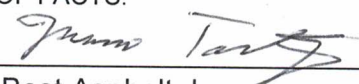
Amount of Insurance Coverage: 1,000,000 & 7,000,000 Umbrella

6. Comments: _____

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative:

Company:


Best Asphalt, Inc.

Address:

6334 N. Beverly Plaza

Romulus, MI 48174

Phone Number:

734-729-9440

UNIT PRICES:

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

PREVAILING WAGE PROJECT:

This is not a prevailing wage project.

PRE-BID MEETING:

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

SITE INSPECTION:

Bidders should examine the sites to determine the amount of work to be done in accordance with the specifications. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal.

- ☒ Our company visited the sites on 3/18/2025
() Our company did not visit the sites.

PERMITS:

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

DESIGNATED CITY REPRESENTATIVES:

Kurt Bovensiep, Public Works Director at (248) 524-3489 or K.Bovensiep@troymi.gov

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@troymi.gov between the hours of 8:00 a.m. to 4:00 p.m., Monday through Thursday.

ESTIMATED QUANTITIES:

Quantities stated are estimated and are not guaranteed. Quantities stated are made in good faith and will be used for award purposes. Quantities are based upon reasonable estimates, and the City of Troy will not be penalized for additions or deletions from the contract.

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.

DOWNPAYMENTS AND PREPAYMENTS:

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

DELIVERY:

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

CONTACT INFORMATION:

Hours of operation: 7:00 AM To 6:00 PM 24 Hr. Contact Phone No. (734) 855-5931

CONTRACT FORMS:

Bidders shall complete and sign the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment, the Certification regarding "Iran Linked Business" and the Familial Disclosure Forms and return with your bid proposal.

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.

COMPANY NAME Best Asphalt, Inc.

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 proposal submitted to the needs of the City of Troy.

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

MICHIGAN CONSTRUCTION LIEN ACT:

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

PUBLIC ACT 57:

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.

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

Proposed Payment Schedule: 30 Days

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

COMPANY NAME Best Asphalt, Inc.

BOND SUBMITTAL:

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

Type text here

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. If you or your company has worked for the City of Troy in the past, please indicate by completing the information below.

COMPANY: See attached Reference List
ADDRESS: _____
PHONE: _____ CONTACT: _____
EMAIL: _____

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

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

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. The successful bidder 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. The purchase order issued in conjunction with the Contract Form (provided in the Contract Documents Section) from the City of Troy will create a bilateral contract between the parties, and the successful bidder shall commit to perform the contract in accordance with specifications.

COMPLETION SCHEDULE AND LIQUIDATED DAMAGES:

The work shall commence upon City Council Approval. A final construction schedule shall be developed by the contractor and shall be included in the bid response for reference by The City of Troy. The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. The contractor is required to start the project within ten (10) working days after notification to start work. The entire project must be completed by **June 30th, 2025**.

Failure of the bidder to complete the project as specified shall result in the following penalties:

\$500 per day every calendar day after final completion date that the project is not complete.

- (x) Our company can meet the completion date
() Our company cannot meet the completion date but offers: _____

COMPANY NAME Best Asphalt, Inc.

Best Asphalt, Inc Reference List

Wayne-Westland Schools Roosevelt-McGrath Elementary 36075 Currier Wayne, MI 48184	Doug Underwood 248-427-8400	\$ 908,000.00
Plymouth Canton Schools Miller Elementary 43721 Hanford Road Canton, MI 48187 Bird Elementary 220 N. Sheldon Rd Plymouth, MI 48170 Smith Elementary 1298 McKinley St Plymouth, MI 48170	Brian Gesaman 248-427-8400	\$6,000,000.00
Richardson Center Imps Commerce Township	Jason Mayer 248-852-3100	\$ 730,710.00
South Lyon Schools South Lyon East H S 52200 W. Ten Mile Road South Lyon, MI 48178 Millennium Middle Tennis Cts 61526 9 Mile Road South Lyon, MI Kent Lake Elementary 30181 Kent Lake Road South Lyon, MI 48178	Stephanie 248-763-6232	\$ 2,238,600.00
Northfield Twp Park Project	Marcus McNamara 734-522-6711	\$ 291,965.00

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 Best Asphalt Inc

INSURANCE:

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

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

- (X) We can meet the specified insurance requirements.
- () We cannot meet the specified insurance requirements.
- () We do not carry the specified limits but can obtain the additional insurance coverage of \$_____ at the cost of \$_____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.
- () Our proposal is reduced by \$_____ if we lower the requirement to \$_____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

IMPORTANT: A Certificate of Insurance on an ACORD Form showing present coverage SHOULD 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 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 Best Asphalt, Inc.

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

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

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

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

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

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

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

COMPANY NAME Best Asphalt, Inc.

SIGNATURE PAGE

PRICES:

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

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Mario Tartaglia

NOTE: The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.

TAX ID: 38-1846864

COMPANY: Best Asphalt, Inc.

ADDRESS: 6334 N. Beverly Plaza CITY: Romulus STATE: MI ZIP: 48174

PHONE: (734) 729-9440 FAX NUMBER: (734) 729-6414

REPRESENTATIVE NAME: MARIO TARTAGLIA

(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Mario Tartaglia

PAYMENT TERMS: 30 DAYS WARRANTY: 1 year

BID CHECK #: 9051233653 COMPLETION: per Specs

EMAIL: mario@bestasphaltinc.com

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

ACKNOWLEDGEMENT:

I, Mario Tartaglia, 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/city-of-troy-mi and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Mario Tartaglia

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

IMPORTANT: All City of Troy purchases require a 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.

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



March 14, 2025

Addendum 1
ITB-COT 25-13
Pickleball Courts at Firefighters Park
Page 1 of 1

To All Bidders:

Please be advised, the following document has been submitted for clarification for **ITB-COT 25-13 Pickleball Courts at Firefighters**. The clarification(s) and or change(s) will be considered an integral part of the original proposal document.

Missing form submitted as follows:

- **COI Endorsement Sample LOW & MEDIUM HAZARD**

Please be advised that the City of Troy Purchasing Department has authorized the following **COI Endorsement Sample LOW & MEDIUM HAZARD** regarding Bid Proposal **ITB-COT 25-13 Pickleball Courts at Firefighters Park**. The CHANGES will be considered an integral part of the original proposal documents and to be included with the bid submission.

I, the undersigned bidder, have read this Addendum 1 and have integrated the clarification(s) and or change(s) into the *Bid Proposal* and *Specifications* for **ITB-COT 25-13 Pickleball Courts at Firefighters Park**. All other items in the original bid proposal remain the same. This Addendum 1 should be attached to the electronic bid submission, on or before **Thursday, MARCH 27th, 2025 at 10:00 AM EST** via MITN Purchasing Group Website.

COMPANY:

Best Asphalt, Inc.

NAME OF AUTHORIZED COMPANY REPRESENTATIVE:

Mario Tartaglia

SIGNATURE:

A handwritten signature in dark ink, appearing to read 'Mario Tartaglia', is written over a horizontal line.

ADDRESS:

6334 N. Beverly Plaza

Romulus, MI 48174

DATE:

3/27/25



Legal Status of Bidder:

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

A **corporation** duly organized and doing business under the laws of the State of Michigan for whom Mario Tartaglia, bearing the office title of Director of Operations, 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:

Mario Tartaglia

(Print Full Name)

_____, being duly sworn deposed, says that he

is Director of Operations

(State Official Capacity in Firm)

_____. The party making the foregoing proposal or bid,

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

SIGNATURE OF PERSON SUBMITTING BID

NOTARY'S SIGNATURE

Subscribed and sworn to before me this 27th
day of March, 2025 in and for

Wayne County.

My commission expires:

1/2/2030

BARBARA A. PAGE
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF WAYNE
MY COMMISSION EXPIRES 1-02-2030
DATE NP PERFORMED ACT 3/27/25
ACTING IN THE COUNTY OF _____



**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.

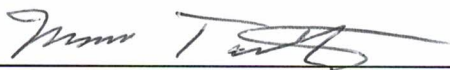
☒ *I am able to certify to the above statements.*

Best Asphalt, Inc.

Name of Agency/Company/Firm (Please Print)

Mario Tartaglia, Director of Operations

Name and title of authorized representative (Please Print)



Signature of authorized representative

3/27/25

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	Best Asphalt, Inc.
Street Address	6334 N. Beverly Plaza
City	Romulus
State, Zip	MI 48174
Corporate I.D. Number/State	
Taxpayer I.D. #	38-1846864

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:

Mario Tartaglia

Witness Signature:



Printed Name of Witness:

Barbara A. Page



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

The undersigned, the owner or authorized officer of Best Asphalt, 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 Best Asphalt, Inc.
Best Asphalt, Inc. and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

NONE

BIDDER:

Best Asphalt, Inc.

By: Mario Tartaglia

Its: Mario Tartaglia, Director of Operations

STATE OF MICHIGAN)

)ss.

COUNTY OF Wayne)

This instrument was acknowledged before me on the 27th day of March, 2025, by

Mario Tartaglia

Barbara A. Page

BARBARA A. PAGE
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF WAYNE
MY COMMISSION EXPIRES 1-02-2030
DATE NP PERFORMED ACT 3/27/25
ACTING IN THE COUNTY OF _____



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM



Date: April 2, 2025

To: Frank A. Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Robert C. Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Kurt Bovensiep, Public Works Director
Dennis Trantham, Deputy Public Works Director
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications–
Firefighters Park Pickleball Courts Construction
Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Pickleball
Courts Construction Administration
Budget Amendment (Introduced by: Kurt Bovensiep, Public Works Director)

History

The demand for additional Pickleball courts has increased over the last several years as the fast-growing sport has gained popularity of a large range of age groups. Currently, Troy offers four dedicated outdoor Pickleball courts at Redwood Park. Additionally, the Tennis courts at Boulan Park and Brinston Park are lined for Pickleball. Additional courts have competed with other priorities in previous Capital Budgets and have been unsuccessful in receiving funds to move forward with the project.

City Council adopted an Unassigned General Fund Balance Policy (Resolution# 2014-04-062) that provides a fund range of 20% to 30% of General Fund expenditures. Through conservative budgeting and good fiscal practices, the Unassigned General Fund Balance is in a position to fund the in-demand Pickleball court project that was not able to achieve funding through the normal Capital Fund process.

City Staff did a comparison of several surrounding Pickleball courts to determine the popular court amount, amenities, and location. After reviewing the 25 different locations around Troy it was determined eight (8) courts were an appropriate size and the location should include restroom facilities. This narrowed the site selection to developed parks that currently have restrooms. Additionally, the noise of the sport was also a consideration and influenced the proximity of the courts to surrounding residential neighbors. For these reasons, Firefighters Park between the current play structure and the Baseball field was selected.

Recognizing that neighbors to our parks like to participate in any changes, we sent the attached letter to those residents directly abutting the chosen location. The Wyngate Home Owners Association President responded to the engagement letter representing all the park neighbors. He indicated that he was satisfied with the location and appreciated the thoughtfulness of the location. He requested we include windscreens in the design to further reduce the noise to the neighbors. This suggestion was included in the bid proposal and if approved will have windscreens on the exterior fences.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

History (continued)

The design process was also influenced by several advocates of the game and their thoughts were collected during City Manager Nastasi's Troy Talks, casual discussions after City Council meetings, emails, and phone conversations. Most of the design suggestions were included in the final bid proposal, which includes taller fences on the exterior of the courts, shorter fences between the courts, shade structures, benches, paddle racks, and accessible access.

Anderson, Eckstein & Westrick, INC. (AEW) has experience in the design and construction of Pickleball courts. City Staff used their existing engineering and design contract to prepare plans and specifications and provide an award recommendation. Based on the bid submittals, AEW is recommending an award to Best Asphalt including alternate A and B. The full detailed recommendation is attached.

Purchasing

- On March 27, 2025, a bid opening was conducted as required by City Charter/Code for the purchase the construction of eight (8) Pickleball Courts at Firefighters Park.
- The bid was posted on Bidnet Direct/MITN website; www.bidnetdirect.com/mitn/city-of-troy-mi.
- Seven hundred sixty-two (762) vendors were notified via the Bidnet Direct/MITN website. Two (2) bid responses were received as well as one (1) statement of no bid. Below is a detailed summary of potential vendors for this bid opportunity:

Companies notified via MITN	762	<u>MITN</u> 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. <u>Active MITN</u> 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. <u>Active MITN non-paying members</u> are responsible to monitor and check the MITN website for opportunities to do business with the City. <u>Inactive MITN member</u> 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.
Troy Companies notified via MITN	12	
Troy Companies notified Active email Notification	12	
Troy Companies - Active Free	0	
Companies that viewed the bid	162	
Troy Companies that viewed the bid	3	

After reviewing the bid proposals, *Best Asphalt, Inc. of Romulus, MI* was the low bidder meeting specifications and being recommended using Alternates A and B of the bid proposal.

The current contract for engineering and design services with Anderson, Eckstein & Westrick, INC. (AEW) was renewed by City Council on May 23, 2022 (Resolution #2022-05-071-J-4b). Under the current contract pricing, AEW proposes a fee for Contract Inspection & Administration Services of \$28,600, Project Management Services of \$9,300, Construction Staking Services of \$5,900 and Material Testing of \$13,000 for a total fee of \$56,800.

Financial

Funds for the addition of Pickleball courts were not part of the 2025 Fiscal Year Budget and will require a Budget Amendment in the amount of \$625,000 from the Unassigned General Fund Balance to the Capital Fund. The funds will then be expensed from the Land Improvements Firefighters Park-401.770.771.974.030 using Project Number- 2025C0112

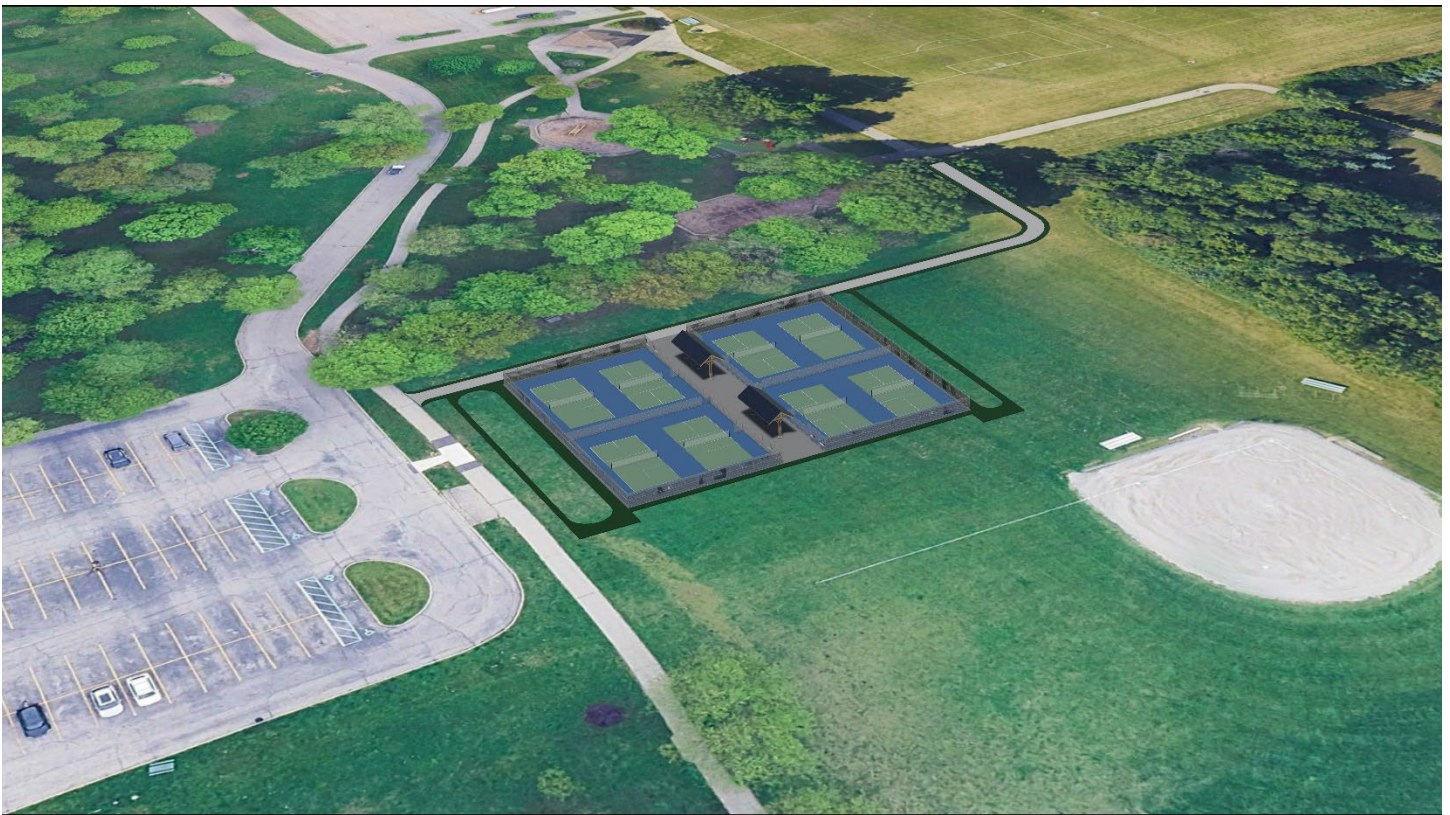


500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Recommendation

City Management recommends awarding a contract to *Best Asphalt, Inc. of Romulus, MI* to construct eight (8) Pickleball courts at Firefighters Park including the amenities outlined in the bid specifications and Alternates A and B for a total cost of \$489,509.82 plus a 15% contingency of \$73,000, at prices contained in the bid tabulation opened March 27, 2025. City Management also recommends granting the authority to expend budgeted capital funds to *Anderson, Eckstein & Westrick, INC. of Shelby Township, MI*, for Contract Administration Services, Construction Observation Services, and Testing for a total fee of \$56,800 plus a 10% contingency of \$5,600. City Management further requests a budget amendment to the 2025 Fiscal Year Capital Fund in the amount of \$625,000.00.





DEPARTMENT OF PUBLIC WORKS
4693 Rochester Road
Troy, MI 48085
troymi.gov

January 10, 2025

Dear Firefighters Park Neighbor,

The City of Troy strives to provide current and popular recreational opportunities in our parks. The residents of Troy have been requesting more Pickleball courts for several years and we are now in a position to answer this call to action.

Pickleball, a fast-growing sport that blends elements of tennis, badminton, and ping pong, is a game anyone can enjoy. It is played on a court, similar to the type used for badminton, with a net set like a tennis net, and can be played as singles or doubles. Pickleball is known for being easy to pick up but difficult to master, making it fun for people of all ages and skill levels. The social nature and lower physical demands compared to tennis make it especially popular with older adults, but younger players are also embracing the sport.

Currently, Troy offers four dedicated outdoor Pickleball courts at Redwood Park. Additionally, the Tennis courts at Boulan Park and Brinston Park are lined for Pickleball.

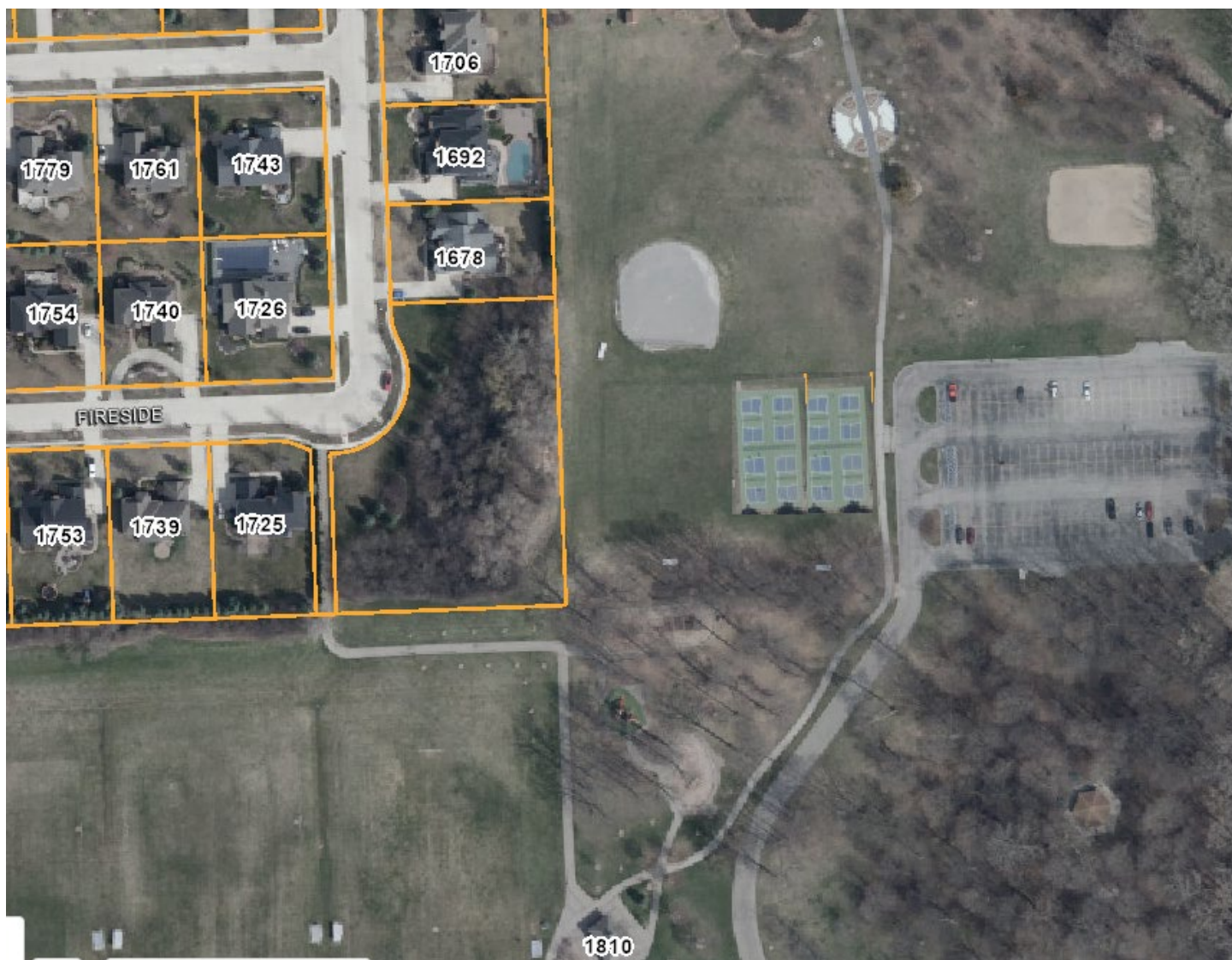
After evaluating several options to bring additional dedicated outdoor Pickleball courts to Troy, the City has determined that Firefighters Park would be a great location. We have attached a proposed layout for the eight newly proposed courts within Firefighters Park for you to review.

Since this proposed expansion is near your home, we wanted to provide you an opportunity to share your thoughts. Whether you have questions, concerns, or words of support, we are here to listen and make sure this project benefits our entire community.

We are excited about this potential addition to Firefighters Park, and we look forward to hearing from you. Please contact me by the end of January so I can include your feedback in the design process.

Kind Regards,

Kurt Bovensiep
Public Works Director
City of Troy
248.524.3489
k.bovensiep@troymi.gov



Opening Date - 03/27/2025
Reviewed Date - 03/27/2025

CITY OF TROY
BID TABULATION
PICKLEBALL COURTS

ITB-COT 25-13
Page 1 of 2

VENDOR NAME:	Simone Construction Services	Best Asphalt, Inc.
CITY:	Shelby Twp., MI	Romulus, MI
CHECK NO.:	1540190768	9051233653
CHECK AMOUNT:	\$10,000.00	\$10,000.00

PROPOSAL: FIREFIGHTERS PARK PICKLEBALL COURTS								
Line	Pay Item	Description	Qty	Units	Unit Price	Total Cost	Unit Price	Total Cost
1	4037050	Dr Structure, 24-inch Dia, Infiltration	2	Ea	\$4,500.00	\$9,000.00	\$352.00	\$704.00
2	8507001	Fence Windscreen, 8 Foot, Black	524	Ft	\$18.68	\$9,788.32	\$20.26	\$10,616.24
3	2017011	Post-Tension Concrete Pickleball Courts, 5 inch	1878	Syd	\$113.15	\$212,495.70	\$171.60	\$322,264.80
4	1027051	Bonds, Insurance & Mobilization - Max \$15,000	1	LSUM	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
5	8507051	Court Sun Shade	2	LSUM	\$22,500.00	\$45,000.00	\$17,381.00	\$34,762.00
6	2027050	GOSPORTS Pickleball Paddle Rack	8	Ea	\$160.00	\$1,280.00	\$120.00	\$960.00
7	2027050	Pickleball Court Numbering Plaques	8	Ea	\$120.00	\$960.00	\$58.00	\$464.00
8	1027051	Pavement Marking, Pickle Ball Court	1	LSUM	\$5,400.00	\$5,400.00	\$4,950.00	\$4,950.00
9	8507051	Surface, Pickle Ball Court	1	LSUM	\$29,800.00	\$29,800.00	\$28,380.00	\$28,380.00
10	8507050	Pickle Ball Net and Posts	8	Ea	\$3,200.00	\$25,600.00	\$3,410.00	\$27,280.00
11	2047051	Earthwork, Site	1	LSUM	\$65,000.00	\$65,000.00	\$47,586.00	\$47,586.00
12	8167011	Surface Restoration, Seeding	590	Syd	\$6.00	\$3,540.00	\$12.00	\$7,080.00
13	2047011	Conc Pavt, Nonreinf, 5 inch	285	Syd	\$90.00	\$25,650.00	\$77.00	\$21,945.00
14	2047011	Conc Pavt, Nonreinf, 17 inch (RIBBON)	61	Syd	\$375.00	\$22,875.00	\$495.00	\$30,195.00
15	2047011	Surface Restoration, Seeding, Bioretention Mix	413	Syd	\$15.00	\$6,195.00	\$100.00	\$41,300.00
16	3020030	Aggregate Base, 12 inch	465	Syd	\$26.00	\$12,090.00	\$30.28	\$14,080.20
17	3020016	Aggregate Base, 6 inch	2174	Syd	\$14.00	\$30,436.00	\$12.66	\$27,522.84
18	2080016	Erosion Control, Gravel Access Approach	1	Ea	\$6,000.00	\$6,000.00	\$860.00	\$860.00
19	2080036	Erosion Control, Silt Fence	552	Ft	\$4.50	\$2,484.00	\$1.49	\$822.48
20	8080021	Fence Gate, 4 foot, for 48 inch Chain Link Fence	2	Ea	\$833.00	\$1,666.00	\$763.40	\$1,526.80
21	8080011	Fence, Chain Link, 48 inch	365	Ft	\$55.60	\$20,294.00	\$50.94	\$18,593.10
22	8080015	Fence, Chain Link, 96 inch	585	Ft	\$93.60	\$54,756.00	\$85.79	\$50,187.15
23	5010034	HMA, 36A	41	Ton	\$360.00	\$14,760.00	\$193.83	\$7,947.03
24	5012025	HMA, 4EML	41	Ton	\$330.00	\$13,530.00	\$193.83	\$7,947.03
25	4040083	Underdrain, Subgrade, Open-Graded, 6 inch	864	Ft	\$30.00	\$25,920.00	\$26.00	\$22,464.00
TOTAL AMOUNT - BASE BID:					\$659,520.02		\$740,437.67	
ALTERNATE BID A								
Subtract Item								
#3	2017011	Post-Tension Concrete Pickleball Courts, 5 inch	1878	Syd	\$113.15	-\$212,495.70	\$171.60	-\$322,264.80
Add Item(s)								
26	2017011	HMA 13A, Tennis Mix	155	Ton	\$313.00	\$48,515.00	\$233.03	\$36,119.65
27	2017011	HMA 36A, Tennis Mix	155	Ton	\$391.20	\$60,636.00	\$267.66	\$41,487.30
TOTAL AMOUNT - BASE BID + ALTERNATE A:					\$556,175.32		\$495,779.82	
ALTERNATE BID B								
Subtract Item								
#9	8507051	Surface, Pickle Ball Court	1	LSUM	\$29,800.00	-\$29,800.00	\$28,380.00	-\$28,380.00
Add Item(s)								
28	2017011	PLEXIPAVE Surface Coating	1	LSUM	\$24,120.00	\$24,120.00	\$22,110.00	\$22,110.00
TOTAL AMOUNT - BASE BID + ALTERNATE B:					\$713,440.02		\$790,927.67	
TOTAL AMOUNT - BASE BID + ALTERNATE A & B:					\$550,495.32		\$489,509.82	

CITY OF TROY
BID TABULATION
PICKLEBALL COURTS

ITB-COT 25-13
Page 2 of 2

VENDOR NAME:	Simone Construction Services	Best Asphalt, Inc.
CITY:	Shelby Twp., MI	Romulus, MI

PROPOSAL: FIREFIGHTERS PARK PICKLEBALL COURTS

Completion Date Agreement Signed:	Y or N	Y	Y
Vendor Questionnaire Completed:	Y or N	Y	Y
Site Inspection:	Y or N	Y - 03/26/2025	Y - 03/18/2025
Contact Information Provided:	Y or N	Y	Y
Proposed Progress Payments Provided:	Y or N	April 5%, May 20%, June 30%, July 30%, August 10%	30 Days
References:	Y or N	Y	Y
Completion Date can be met:	Y or N	N - 08/30/2025	Y
Insurance Met:	Y or N	Y	Y
Payment Terms:		30 Days	30 Days
Warranty:		1-Year	1-Year
Completion:		8/30/2025	Per Specs
Exceptions:		Proposed schedule modification because of PT cable lead time, 28 day curing time prior to court surfacing	None
Acknowledgement:	Y or N	Y	Y
Signed Addendum:	Y or N	Y	Y
Forms:	Y or N	Y	Y

Low Bidder Meeting Specifications

No Bid - Laser Sport Surfacing

ATTEST:

(*Bid Opening conducted via a Zoom Meeting)

Kurt Bovensiep

Andrew Chambliss

Jackie Ahlstrom

Bryan Pompa

Emily Frontera

Purchasing Manager



ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

Shelby Township - Roseville - Livonia

586.726.1234 | www.aewinc.com

March 31, 2025

Kurt Bovensiep
Public Works Director
Department of Public Works
City of Troy
4693 Rochester Road
Troy, Michigan 48085

Reference: **Proposal for Construction Administration Services**
Pickleball Courts – Firefighters Park
City of Troy

Dear Mr. Bovensiep:

Thank you for considering our firm for providing construction engineering and surveying services on the project referenced above.

Understanding of the Project

On March 27, 2025, the City of Troy opened bids for a project to construct 8 pickleball courts, along with a shade structure, pathway extension, and drainage at Firefighters Park. The City has requested a proposal to provide construction inspection, testing, and administration for this project.

Services to be Provided

We propose to furnish the following services:

- A. **Construction Inspection and Administration** - We will perform construction staking, inspection, engineering, testing, and administration, including the following tasks
- Conduct a preconstruction meeting
 - Perform construction staking
 - Perform construction administration services, including but not limited to preparing pay estimates, contract modifications, weekly status reports, generate punch lists, and perform project closeout
 - Coordinate with G2 Geotechnical to perform materials testing for all sub base, stone base, concrete, and HMA placed by the Contractor



Kurt Bovensiepe
March 31, 2025
Page 2

- Review material submittals
- Respond to Contractor requests for information
- Conduct progress meetings on site every two (2) weeks
- Perform construction engineering services as necessary, respond to conflicts that require attention, and respond to resident concerns

Fee for Professional Services

The following fees will be on a lump sum (fixed fee) basis unless noted otherwise.

Construction Staking	\$ 5,900
Project Management	\$ 9,300
Construction Inspection & Administration	\$ 28,600
Materials Testing (G2)	<u>\$ 13,000</u>
TOTAL	\$ 56,800

Any additional services will be provided on an hourly basis according to our current rate schedule effective for the period in which the work is performed.

Basis of Payment

Work in progress will be invoiced every four weeks (billing cycle) based upon hourly charges to date. There are no mileage expenses required. Travel time is charged portal to portal. Failure to pay invoices promptly can result in suspension of the work and revision of the completion schedule by the Engineer.

Please note that the fees quoted are for services completed within one year. If time beyond one year is required, an adjustment to the fees for the remaining portion may be made to reflect changes in cost of living, based on the Consumer's Price Index.

Other Terms of Service

Services provided by AEW under this contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice



Kurt Bovensiep
March 31, 2025
Page 3

to AEW and by mutual agreement between the parties, AEW will correct those services not meeting such standard without additional compensation.

No party to this agreement shall transfer, sublet or assign any rights under or interest in this agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party(s).

Opinions of Probable Cost

Opinions of probable construction cost provided represent AEW's best judgment as a design professional familiar with the industry. However, it is recognized that AEW has no control over the cost of labor, materials, equipment, or services provided by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Therefore, AEW does not guarantee that proposals, bids, or actual construction cost will not vary from the opinions of probable cost prepared in any manner by our firm.

Execution of the Agreement

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

We thank you once again for the opportunity to work with you on this project.

Sincerely,

Anderson, Eckstein and Westrick, Inc.

Accepted By

Jennifer L. Chehab, PE
Project Manager

Signature

Scott P. Lockwood, PE
Executive Vice President

Date

M:\0999\0999-0852\2025\JLC\Troy\Firefighters Park Pickleball CA.docx



ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

Shelby Township - Roseville - Livonia

586.726.1234 | www.aewinc.com

March 31, 2025

Kurt Bovensiep
Public Works Director
Department of Public Works
City of Troy
4693 Rochester Road
Troy, Michigan 48085

Reference: Recommendation of Award of Contract

Firefighters Park Pickleball Courts
AEW Project No. 0238-0043

Dear Mr. Bovensiep:

Following public advertisement and bid solicitation, we publicly opened bids for the referenced project online at the City of Troy on March 27, 2025. The base bid included pre-stressed concrete with a standard recreational coating; Alternate A allowed for a substitution of hot mix asphalt for the prestressed concrete, and Alternate B allowed for replacement of the standard recreational coating with Plexipave.

The certified low bidder, who could meet the project schedule is Best Asphalt, Inc. from Romulus, MI with a Total Base Bid + Alternates A and B of \$489,509.82. We have attached the bid tabulation for your use.

We have contacted several of the references that the Contractor provided and all stated that Best Asphalt is qualified to perform the project and have successfully performed similar work in the past, including for other AEW clients. Based on that, we recommend the contract be awarded to Best Asphalt, Inc. If you have any questions please let us know.

Sincerely,

Jennifer L Chehab, PE

Enclosure: Bid Tabulation

M:\0238\0238-0043\Construction Admin\Bids\Recommendation of Award.docx

Opening Date - 03/27/2025
Reviewed Date - 03/27/2025

CITY OF TROY
BID TABULATION
PICKLEBALL COURTS

ITB-COT 25-13
Page 1 of 2

VENDOR NAME:	Simone Construction Services	Best Asphalt, Inc.
CITY:	Shelby Twp., MI	Romulus, MI
CHECK NO.:	1540190768	9051233653
CHECK AMOUNT:	\$10,000.00	\$10,000.00

PROPOSAL: FIREFIGHTERS PARK PICKLEBALL COURTS

Line	Pay Item	Description	Qty	Units	Unit Price	Total Cost	Unit Price	Total Cost
1	4037050	Dr Structure, 24-inch Dia, Infiltration	2	Ea	\$4,500.00	\$9,000.00	\$352.00	\$704.00
2	8507001	Fence Windscreen, 8 Foot, Black	524	Ft	\$18.68	\$9,788.32	\$20.26	\$10,616.24
3	2017011	Post-Tension Concrete Pickleball Courts, 5 inch	1878	Syd	\$113.15	\$212,495.70	\$171.60	\$322,264.80
4	1027051	Bonds, Insurance & Mobilization - Max \$15,000	1	LSUM	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
5	8507051	Court Sun Shade	2	LSUM	\$22,500.00	\$45,000.00	\$17,381.00	\$34,762.00
6	2027050	GOSPORTS Pickleball Paddle Rack	8	Ea	\$160.00	\$1,280.00	\$120.00	\$960.00
7	2027050	Pickleball Court Numbering Plaques	8	Ea	\$120.00	\$960.00	\$58.00	\$464.00
8	1027051	Pavement Marking, Pickle Ball Court	1	LSUM	\$5,400.00	\$5,400.00	\$4,950.00	\$4,950.00
9	8507051	Surface, Pickle Ball Court	1	LSUM	\$29,800.00	\$29,800.00	\$28,380.00	\$28,380.00
10	8507050	Pickle Ball Net and Posts	8	Ea	\$3,200.00	\$25,600.00	\$3,410.00	\$27,280.00
11	2047051	Earthwork, Site	1	LSUM	\$65,000.00	\$65,000.00	\$47,586.00	\$47,586.00
12	8167011	Surface Restoration, Seeding	590	Syd	\$6.00	\$3,540.00	\$12.00	\$7,080.00
13	2047011	Conc Pavt, Nonreinf, 5 inch	285	Syd	\$90.00	\$25,650.00	\$77.00	\$21,945.00
14	2047011	Conc Pavt, Nonreinf, 17 inch (RIBBON)	61	Syd	\$375.00	\$22,875.00	\$495.00	\$30,195.00
15	2047011	Surface Restoration, Seeding, Bioretention Mix	413	Syd	\$15.00	\$6,195.00	\$100.00	\$41,300.00
16	3020030	Aggregate Base, 12 inch	465	Syd	\$26.00	\$12,090.00	\$30.28	\$14,080.20
17	3020016	Aggregate Base, 6 inch	2174	Syd	\$14.00	\$30,436.00	\$12.66	\$27,522.84
18	2080016	Erosion Control, Gravel Access Approach	1	Ea	\$6,000.00	\$6,000.00	\$860.00	\$860.00
19	2080036	Erosion Control, Silt Fence	552	Ft	\$4.50	\$2,484.00	\$1.49	\$822.48
20	8080021	Fence Gate, 4 foot, for 48 inch Chain Link Fence	2	Ea	\$833.00	\$1,666.00	\$763.40	\$1,526.80
21	8080011	Fence, Chain Link, 48 inch	365	Ft	\$55.60	\$20,294.00	\$50.94	\$18,593.10
22	8080015	Fence, Chain Link, 96 inch	585	Ft	\$93.60	\$54,756.00	\$85.79	\$50,187.15
23	5010034	HMA, 36A	41	Ton	\$360.00	\$14,760.00	\$193.83	\$7,947.03
24	5012025	HMA, 4EML	41	Ton	\$330.00	\$13,530.00	\$193.83	\$7,947.03
25	4040083	Underdrain, Subgrade, Open-Graded, 6 inch	864	Ft	\$30.00	\$25,920.00	\$26.00	\$22,464.00
TOTAL AMOUNT - BASE BID:					\$659,520.02		\$740,437.67	

ALTERNATE BID A

Subtract Item								
3	2017011	Post-Tension Concrete Pickleball Courts, 5 inch	1878	Syd	\$113.15	\$212,495.70	\$171.60	\$322,264.80
Add Item(s)								
26	2017011	HMA 13A, Tennis Mix	155	Ton	\$313.00	\$48,515.00	\$233.03	\$36,119.65
27	2017011	HMA 36A, Tennis Mix	155	Ton	\$391.20	\$60,636.00	\$267.66	\$41,487.30
TOTAL AMOUNT - BASE BID + ALTERNATE A:					\$556,175.32		\$495,779.82	

ALTERNATE BID B

Subtract Item								
9	8507051	Surface, Pickle Ball Court	1	LSUM	\$29,800.00	\$29,800.00	\$28,380.00	\$28,380.00
Add Item(s)								
28	2017011	PLEXIPAVE Surface Coating	1	LSUM	\$24,120.00	\$24,120.00	\$22,110.00	\$22,110.00
TOTAL AMOUNT - BASE BID + ALTERNATE B:					\$653,840.02		\$734,167.67	
TOTAL AMOUNT - BASE BID + ALTERNATE A +ALTERNATE B:					\$550,495.32		\$489,509.82	

CITY OF TROY
BID TABULATION
PICKLEBALL COURTS

ITB-COT 25-13
Page 2 of 2

VENDOR NAME:		Simone Construction Services	Best Asphalt, Inc.
CITY:		Shelby Twp., MI	Romulus, MI
Completion Date Agreement Signed:	Y or N	Y	Y
Vendor Questionnaire Completed:	Y or N	Y	Y
Site Inspection:	Y or N	Y - 03/26/2025	Y - 03/18/2025
Contact Information Provided:	Y or N	Y	Y
Proposed Progress Payments Provided:	Y or N	April 5%, May 20%, June 30%, July 30%, August 10%	30 Days
References:	Y or N	Y	Y
Completion Date can be met:	Y or N	N - 08/30/2025	Y
Insurance Met:	Y or N	Y	Y
Payment Terms:		30 Days	30 Days
Warranty:		1-Year	1-Year
Completion:		8/30/2025	Per Specs
Exceptions:		Proposed schedule modification because of PT cable lead time, 28 day curing time prior to court surfacing	None
Acknowledgement:	Y or N	Y	Y
Signed Addendum:	Y or N	N	Y
Forms:	Y or N	N	Y

No Bid - Laser Sport Surfacing

ATTEST:

(*Bid Opening conducted via a Zoom Meeting)

Kurt Bovensiep

Andrew Chambliss

Jackie Ahlstrom

Bryan Pompa

Emily Frontera

Purchasing Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/09/2025

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
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT
NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
BEST ASPHALT, INC.
6334 N BEVERLY PLAZA
ROMULUS, MI 48174-2004

COVERAGES

CERTIFICATE NUMBER: 426

REVISION NUMBER: 0

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 INSR	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	6138586	02/01/2025	02/01/2026	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 ACC \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	6138586	02/01/2025	02/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	6138587	02/01/2025	02/01/2026	EACH OCCURRENCE \$7,000,000 AGGREGATE \$7,000,000
A	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 N/A	N	1811067	02/01/2025	02/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000

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

SEE ATTACHED PAGE

CERTIFICATE HOLDER

CITY OF TROY
500 W BIG BEAVER RD
TROY, MI 48064-5254

426 0

CANCELLATION

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



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED BEST ASPHALT, INC. 6334 N BEVERLY PLAZA ROMULUS, MI 48174-2004
POLICY NUMBER SEE CERTIFICATE # 426.0		
CARRIER SEE CERTIFICATE # 426.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 426.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**PROJECT #25-13**

PROJECT INFO: PICKLEBALL COURTS AT FIREFIGHTERS PARK 1800 W. SQUARE LAKE ROAD,, TROY, MI
SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, ADDITIONAL INSUREDS ALSO INCLUDES : 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
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS ENDORSEMENT.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.
FOR NON-PAYMENT OF PREMIUM, 10 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.
FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

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

- A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.
- In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.
- C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.
- D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
 2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
 3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Troy 500 W Big Beaver Rd Troy, MI 48084-5254	See IL-F-40-00046
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Insured:

Best Asphalt, Inc.
6334 N Beverly Plaza
Romulus, MI 48174-2004

IL-F-40-00046 Extension Endorsement

Any coverage provided by this endorsement applies only to asphalt paving at Pickleball Courts At Firefighters Park 1800 W. Square, #25-13. Subject to the terms and conditions of the policy, Additional Insureds also includes : The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers there of.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2024

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 Gompers, Cornish & Barr 22955 21 Mile Road Macomb MI 48042	CONTACT NAME: Lisa Gerber PHONE (A/C, No, Ext): 586-949-2300 E-MAIL ADDRESS: lgerber@gcbinsurance.com FAX (A/C, No):
INSURED Anderson, Eckstein & Westrick, Inc. 51301 Schoenherr Rd. Shelby Township MI 48315	INSURER(S) AFFORDING COVERAGE INSURER A: Frankenmuth Mutual Ins. Co. INSURER B: Global Aerospace Inc. INSURER C: Lloyd's of London INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1231940308**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 SUBR INSD WVP	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	6695659	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		6695658	7/1/2024	7/1/2025	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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6695659	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	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	6695657	7/1/2024	7/1/2025	<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
B C	Aviation Liability Cyber Liability		9000936 ESN0640003560	7/1/2024 7/1/2024	7/1/2025 7/1/2025	Bodily Injury Property Dam Limit of Liability \$2,000,000 Included \$2,000,000

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 thereof are Additional Insured with respect to General Liability if required in a written contract or agreement with the insured. General Liability is primary and non-contributory if required in a written contract or agreement with the insured. With respect to General Liability, 10 days notice of cancellation for non-payment and 30 days notice of cancellation for any other reason.

CERTIFICATE HOLDER**CANCELLATION**

City of Troy, Purchasing Manager
500 West Big Beaver
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

© 1988-2015 ACORD CORPORATION. All rights reserved.