



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM



Date: June 7, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager
Megan E. Schubert, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kurt Bovensiep, Public Works Director
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 8: Best Value Award – Troy Civic Center Pavilion Construction and Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Pavilion Construction Administration and Budget Amendment (Introduced by: Kurt Bovensiep)

History

In response to the community's desires for Civic Center improvements that continue public use and desires for winter recreational opportunities, City Council approved a contract with OHM Advisors in May of 2022 to begin the Schematic Design of a large pavilion and outdoor ice-skating amenity located at the corner of Civic Center Drive and Town Center Drive, which will be an extension of the Jeanne M. Stine Community Park (RESOLUTION #2022-05-067). On August 22, 2022, City Council approved a contract with OHM Advisors to begin the Detail Design and assist in the bidding process for the amenities (RESOLUTION #2022-08-118). On November 14, 2022, City Council approved a Design/Build Contract with Serv-Ice Refrigeration to begin procuring and preparing for the installation of the ice-skating ribbon (RESOLUTION #2022-11-163). Most recently, in April of this year, to assist with the project schedule Council approved a contract for the planning and design of the Mass Timber Glulams and CLT Decking (RESOLUTION #2023-04-069-J-4d).

Portions of the project are located in delineated wetlands and propose to improve the quality of those wetlands by removing invasive species, establishing a stream and redefining the stream bank. The project does propose to enclose approximately 55 feet of the stream to create a safe drop off area and pedestrian crossing. City staff was successful in obtaining a permit for this work through the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

The City of Troy with the support of Representative Haley Stevens was awarded a \$1.5 million Community Project Fund grant to assist in the construction of the Pavilion. The funding is administered through the U.S. Department of Housing and Urban Development and required a full Environmental Analysis. This analysis included soil testing, air quality reports, the research and release from the Michigan State Historic Preservation Office, public notices for wetland and floodplain mitigation, and public comment periods for the different categories.

Recognizing the diverse scope, the need to work in tandem with Serv-Ice Refrigeration, and considering the demand for a high-quality project, staff decided that the contractor would be recommended based on the following through a Request for Qualifications process.



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CITY COUNCIL AGENDA ITEM

History Continued

- Staff qualifications, background and experience in timber structures, landscape installation, hardscape installation, and experience coordinating with other awarded trades on the same project.
- Workload, availability and allocation of time.
- Methods used to value engineer and/or reduce project costs.
- Examples demonstrating the safety and security to sites abutting active public spaces.
- Relationship to major subcontracted trades if used.
- Evaluation of progress expectations and examples of instances where it was unable to meet progress expectations and how it was corrected in other projects.
- Examples how the firm became community partners through similar projects.

OHM Advisors began working with the City of Troy late 2021 on this project beginning with a Feasibility Study. Since the completion of the study, OHM Advisors has advanced the project with full construction documents and assisted in the bidding process. A project this size requires daily administration to ensure the project is completed correctly and on schedule. OHM Advisors is the most capable to perform the construction administration, construction observation, and testing because of their familiarity of the project.

Purchasing

On January 10, 2023, the City of Troy posted an opportunity for interested firms to submit a Request for Qualifications and Request for Proposal to construct the pavilion, landscaping, and associated improvements. Five hundred twenty-six (526) firms were notified of this bid opportunity on Bidnet Direct/MITN website; <https://www.bidnetdirect.com/mitn/city-of-troy-mi>. Bidnet Direct is an online government procurement platform. State and local government agencies have joined together creating the MITN Purchasing Group to increase vendor competition and efficiency in bid distribution. Below is a summary of potential firms:

Companies notified via MITN	526
Troy Companies notified via MITN	19
Troy Companies - Active email Notification	19
Troy Companies - Active Free	3
Companies that viewed the bid	281
Troy Companies that viewed the bid	5

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.

Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.

Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City.

Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

On February 9, 2023, a bid opening was conducted as required by City Charter and Code. Three (3) proposal responses were received. Proposals were evaluated by a three (3) Member Evaluation Committee on qualifying conditions such as experience, staff credentials, knowledge, project approach and positive references. All three firms met the necessary qualifications and were then evaluated through an interview/presentation process and finally evaluated based on rates to perform the various services. CE Gleeson Constructors of Troy, MI was the highest scoring firm and was unanimously recommended by the Committee for award for a total construction cost of \$6,477,000.00.



CITY COUNCIL AGENDA ITEM

Purchasing (continued)

The current contract for engineering and design services with OHM Advisors was renewed by City Council on May 23, 2022 (Resolution #2022-05-071-J-4b). Under the current contract pricing, OHM proposes a fee for Contract Administration Services of \$160,000, Construction Observation Services of \$400,000, and Testing of \$65,000 for a total fee of \$625,000.

Financial

A total of \$6 million was budgeted in the Fiscal Year 2023 Capital Fund- Parks Development- Land Improvements Stine Community Park and the associated Project Number of 2022CG0004. The following table details the current encumbrances for the project and illustrates the need for an amendment of \$4 million, which was forecasted in the 2024 Fiscal Year Budget. The total \$10 million project has several funding sources; \$1.5 million from the Community Project Fund grant, \$4.5 million from the American Rescue Plan Act of 2021, and the proposed amendment of \$4 million from the Capital Fund.

Current Encumbrances Approved by City Council		Contingency Total	
OHM Advisors-			
Design Development, Construction Docs, Bidding	\$297,000	\$0	\$297,000
Serv-Ice Refrigeration-			
Ice Rink	\$1,043,500	\$156,525	\$1,200,025
Northern Log Supply, LLC			
Timber Planning and Design	\$95,000	\$0	\$95,000
Testing Engineers & Consultants-			
Soil Testing	\$7,200	\$0	<u>\$7,200</u>
Total Encumbered			\$1,599,225

Proposed Encumbrances		Contingency Total	
CE Gleeson Constructors-			
Pavilion Construction and Landscape	\$6,477,000	\$971,550	\$7,448,550
OHM Advisors-			
Contract Admin, Construction Observation, Testing	\$625,000	\$62,500	\$687,500
Site Furniture	\$230,782	\$23,750	<u>\$254,532</u>
Total Proposed			\$8,390,582
Total Project Cost			\$9,989,807

Recommendation

City Management recommends awarding a contract to *CE Gleeson Constructors, of Troy, MI*, the highest overall scoring firm, as a result of a best value evaluation process, for the construction of the pavilion, landscaping, and associated amenities for a total cost of \$6,477,000 plus a 15% contingency of \$971,550, at prices contained in the bid tabulation opened February 9, 2023. City Management also recommends granting the authority to expend budgeted capital funds to *OHM Advisors, of Livonia, MI*, for Contract Administration Services, Construction Observation Services, and Testing for a total fee of \$625,000 plus a 10% contingency of \$62,500 for the Troy Civic Center Pavilion and Ice-Skating Facility. City Management further requests a budget amendment to the 2023 Fiscal Year Capital Fund in the amount of \$4,000,000.

CITY OF TROY
BID TABULATION
TROY PAVILION

VENDOR NAME:	CE Gleeson Constructors	DeAngelis Diamond Construction	DeMaria Building Company, Inc
CITY:	Troy, MI	Novi, MI	Novi, MI
CHECK AMOUNT:	\$30,000	\$30,000	\$30,000
CHECK #:	2847	61725	50067344

PROPOSAL: The scope of this Troy Pavilion project is the construction of a new Pavilion and utility building, associated site amenities and features, and installation of new underground utilities to service the new facility. The site includes an ice rink and associated mechanical equipment.

TROY PAVILION LUMP SUM PRICE:	\$6,477,000.00	\$8,232,170.00	\$7,965,000.00
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ALTERNATE: ROOF INSULATION: Additional Cost:	\$5,200.00	-\$17,400.00	\$10,000.00
Additional Calendar Days for alternate:	-\$107,000.00	-\$69,310.00	-\$26,000.00

REQUIRED CONTENT PROVIDED:			
* COVER SHEET		Y	Y
* TABLE OF CONTENT	Y or N	Y	Y
* ORGANIZATION INFORMATION	Y or N	Y	Y
* QUALIFICATIONS AND EXPERIENCE	Y or N	Y	Y
* PROJECT APPROACH	Y or N	Y	Y
* QUESTIONNAIRE	Y or N	Y	Y
* POSITIVE REFERENCES	Y or N	Y	Y
* SUB-CONTRACTOR LIST	Y or N	Y	Y
PAYMENT TERMS:		Net 30 / Per Contract	AIA 30 Days
EXCEPTIONS:		Yes - Laser Edging Wave Pattern for decorative metal panel scree is not included at this time. Once CAD file is provided for the pattern we can add this into our base bid.	Yes - See attached qualifications and assumptions pages.
ACKNOWLEDGEMENT:	Y or N	Y	Y
ADDENDUMS 1 - 5:	Y or N	Y	Y
INSURANCE REQUIREMENTS CAN BE MET:	Y or N	Y	Requesting confirmation
BID FORM:	Y or N	Y	Y
ALLOWANCE FORM:	Y or N	Y	Y
ALTERNATES FORM:	Y or N	Y	Y
OTHER REQUIRED FORMS:	Y or N	Y	Y

ATTEST:

(*Bid Opening conducted via a Zoom Meeting)

Kurt Bovensiep

Chris Ozog

Emily Frontera
Purchasing Manager

VENDOR NAME:	CE Gleeson Constructors	DeAngelis Diamond Construction	DeMaria Building Company, Inc
CITY:	Troy, MI	Novi, MI	Novi, MI
CHECK AMOUNT:	\$30,000	\$30,000	\$30,000
CHECK #:	2847	61725	50067344

BID FORM SUPPLEMENT - UNIT PRICES FORM

	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE
A.	Unit-Price No. 1: Installation of Pedestrian Pavers	\$45.00	\$45.00	\$60.00
B.	Unit-Price No. 2: Acer Saccharum, 3" cal.	\$450.00	\$450.00	\$575.00
C.	Unit-Price No. 3: Ginkgo biloba 'Princeton Sentry', 3" cal.	\$550.00	\$550.00	\$775.00
D.	Unit-Price No. 4: Liriodendron tulipifera, 3" cal.	\$450.00	\$450.00	\$565.00
E.	Unit-Price No. 5: Nyssa sylvatica, 3" cal.	\$550.00	\$550.00	\$635.00
F.	Unit-Price No. 6: Quercus macrocarpa, 3" cal.	\$450.00	\$450.00	\$600.00
G.	Unit-Price No. 7: Pinus strobus, 10' Ht.	\$485.00	\$485.00	\$650.00
H.	Unit-Price No. 8: Amelanchier x grandiflora 'Autumn Brilliance', 8' Ht.	\$400.00	\$400.00	\$510.00
I.	Unit-Price No. 9: Cercis canadensis, 8' Ht.	\$385.00	\$385.00	\$500.00
J.	Unit-Price No. 10: Cercis canadensis 'Forest Pansy', 8' Ht.	\$400.00	\$400.00	\$540.00
K.	Unit-Price No. 11: Quercus alba, Whip, 1-2' Ht.	\$65.00	\$65.00	\$55.00
L.	Unit-Price No. 12: Quercus bicolor, Whip, 1-2' Ht.	\$65.00	\$65.00	\$55.00
M.	Unit-Price No. 13: Quercus macrocarpa, Whip, 1-2' Ht.	\$65.00	\$65.00	\$55.00
N.	Unit-Price No. 14: Quercus muehlenbergii, Whip, 1-2' Ht.	\$65.00	\$65.00	\$55.00
O.	Unit-Price No. 15: Quercus palustris, Whip, 1-2' Ht.	\$65.00	\$65.00	\$55.00
P.	Unit-Price No. 16: Quercus rubra, Whip, 1-2' Ht.	\$65.00	\$65.00	\$55.00
Q.	Unit-Price No. 17: Quercus velutina, Whip, 1-2' Ht.	\$65.00	\$65.00	\$55.00
R.	Unit-Price No. 18: Artostaphylos uva-ursi, Plug	\$6.50	\$650.00	\$10.00
S.	Unit-Price No. 19: Cornus sericea 'Kelsey', #2 Gal.	\$45.00	\$45.00	\$65.00
T.	Unit-Price No. 20: Ilex verticillate 'Red Sprite', #2 Gal.	\$45.00	\$45.00	\$65.00
U.	Unit-Price No. 21: Physocarpus opulifolius 'Angel', #2 Gal.	\$45.00	\$55.00	\$75.00
V.	Unit-Price No. 22: Pinus mugo pumilio 'Compact Select', #3 Gal.	\$55.00	\$55.00	\$60.00
W.	Unit-Price No. 23: Rhus aromatica, #2 Gal.	\$45.00	\$45.00	\$50.00
X.	Unit-Price No. 24: Rhus typhina, #1 Gal.	\$20.00	\$20.00	\$40.00
Y.	Unit-Price No. 25: Viburnum acerifolium, #3 Gal.	\$55.00	\$55.00	\$80.00
Z.	Unit-Price No. 26: Echinaceae purpurea, #1 Gal.	\$20.00	\$20.00	\$20.00
AA.	Unit-Price No. 27: Iris virginica, Quart	\$9.00	\$9.00	\$12.00
BB.	Unit-Price No. 28: Polystichum acrostichoides, Quart	\$9.00	\$9.00	\$20.00
CC.	Unit-Price No. 29: Potentilla simplex, #1 Gal.	\$20.00	\$20.00	\$15.00
DD.	Unit-Price No. 30: Narcissus spp., Bulb	\$2.00	\$2.00	\$3.00
EE.	Unit-Price No. 31: Panicum virgatum 'Shenandoah', #1 Gal.	\$20.00	\$20.00	\$18.00
FF.	Unit-Price No. 31: Schizachyrium Scoparium, 'The Blues', #1 Gal.	\$20.00	\$20.00	\$20.00
GG.	Unit-Price No. 32: Sporobolus heterolepis, #1 Gal.	\$20.00	\$20.00	\$18.00
HH.	Unit-Price No. 33: Carex grayii, Plug	\$6.50	\$6.50	\$10.00
II.	Unit-Price No. 34: Carex sprengei, Plug	\$6.50	\$6.50	\$12.00
JJ.	Unit-Price No. 35: Carex vulpinoidea, Plug	\$6.50	\$6.50	\$12.00
KK.	Unit-Price No. 36: Asclepias incarnata, Plug	\$6.50	\$6.50	\$12.00
LL.	Unit-Price No. 37: Eupatorium maculatum, Plug	\$6.50	\$6.50	\$12.00
MM.	Unit-Price No. 38: Eupatorium perfoliatum, Plug	\$6.50	\$6.50	\$12.00
NN.	Unit-Price No. 39: Euthamia graminifolia, Plug	\$6.50	\$6.50	\$12.00
OO.	Unit-Price No. 40: Helenium autumnale, Plug	\$6.50	\$6.50	\$12.00

March 1, 2023

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

RE: Proposal for Construction Phase Services
Pavilion and Ice Rink

Dear Mr. Bovensiepe:

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

SCOPE OF SERVICES

Our Scope of Services for this work will be completed as three tasks with a schedule starting in March 2023 and Final Completion of the project anticipated to be February of 2024.

Task 1: Contract Administration

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

- ▶ Organize and schedule Pre-Construction meeting on-site with contractor, sub-contractor(s) and Owner's representative(s) and other project stakeholders to coordinate project delivery, schedules, meetings and dates of importance.
- ▶ Provide review of Shop Drawings, Product Data and Samples for the purpose of conformance with the intent of the Construction Documents.
- ▶ Review and monitor Contractor's construction schedule
- ▶ Provide responses to field questions and Request for Information (RFIs).
- ▶ Organize and schedule bi-weekly progress meetings with contractor, sub-contractor and owner's representative to review project, coordinate open issues and construction schedule. (estimated 24 progress meetings for project)
- ▶ Prepare Proposal Requests and Construction Change Directives and authorize minor changes that do not affect the Contract Sum and/or Contract Time.
- ▶ Prepare and process Change Orders for City review and approval
- ▶ Review and Certify the contractor's Application for Payment, monthly.
- ▶ Prepare and perform a final punchlist walk through with the contractor and an owner representative(s).
- ▶ Coordinate with Contractor to determine the dates of Substantial Completion and Final Completion.
- ▶ Confirm the completion of the final punchlist.
- ▶ Development and coordination of utility screen patterns and cut outs with contractor for mockups and final fabrication.
- ▶ Review of decorative metal processes and implementation of design, including fabricator shop site visits, review of mockup panels for finish and specification requirements, and review of final installation procedures with contractor.
- ▶ Development and Procurement assistance for loose furnishings.



Task 2: Construction Observation Services

This task includes on site construction observation by an OHM Construction Technician and design team technical leaders performed during the construction phase of the project.

- ▼ OHM construction technician to provide full-time observation during excavation, grading, utility installation, paving, and part-time observation during restoration activities and building construction.
- ▼ Design team members to perform regular as needed site visits to evaluate the contractor's progress and review progress of building construction and prepare field observation reports for documentation of conditions and follow up requirements. Design team members to provide part-time observation during installation of decorative metals, plantings and site features, site hardscapes, specialty lighting installation and adjustments, start-up and adjustment of building systems, heavy timber installation, and CMU installation.
- ▼ OHM representative will communicate observed deficiencies with the contractor on-site
- ▼ Prepare daily construction observation reports documenting work completed each day when on site noting field installed conditions and any variance to the design.

Task 3: Field Testing

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

- ▼ Project engineer to coordinate field testing with contractor while on-site and schedule accordingly.
- ▼ OHM will utilize G2 Consulting for Construction material testing and special inspections. OHM to coordinate timing and required tests for completion of work; OHM will review reports for specification compliance. G2 will perform their services, as needed and directed by OHM Advisors with the following expected inspections and associated lab testing required for estimated cost:
 - Special Inspections as identified on S-003 and technical specifications for building, including:
 - Soil and Foundations
 - Concrete
 - Wood
 - Mass Timber
 - Steel
 - Masonry: Level B
 - Material Inspections for site requirements per specifications:
 - Earthwork Operations: observe subgrade preparation, including installation and compaction of engineered fill, subbase, and aggregate base material. Observe trench excavation operations, preparation of trench bottom and placement of bedding layers, and placement and compaction of trench backfill. Sample and evaluate fill soils and determine moisture content.
 - Site Concrete: Observe concrete placement, perform appropriate field testing (temperature, slump, air content, unit weight and yield), mold compression test cylinders, and observe concrete finishing and curing operations.
 - Asphalt paving: Check surface preparation and observe bituminous mixture placement and compaction operations; include visual evaluation of mixture delivered to site, pavement layer thickness, mix temperature, rolling procedures and density of finished pavement.

COMPENSATION & SCHEDULE

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

TASK	FEE
Task 1: Contract Administration Services	\$160,000
Task 2: Construction Observation Services	\$400,000
Task 3: Testing	\$65,000
TOTAL	\$625,000



ASSUMPTIONS, EXCLUSIONS & OWNER RESPONSIBILITIES

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

- ▼ OHM Advisors point of contact for this project is Kurt Bovensiepe.
- ▼ Estimated observation hours on-site is 2,750 hours based on a 44 week construction schedule.

ACCEPTANCE

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

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

Orchard, Hiltz, & McCliment, Inc.

CONSULTANT



(Signature)

Christopher Ozog, AIA

(Name)

Project Manager

(Title)

March 1, 2023

(Date)

City of Troy

OWNER

(Signature)

(Name)

(Title)

(Date)

Cc: Rhett Gronevelt, Principal, OHM Advisors



City of Troy
Oakland County, Michigan
Contract Form

ARTICLES OF AGREEMENT, made and entered into this 12th day of June 2023 by and
between C.E. Gleeson Constructors of Troy MI
(Name) (City and State)

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

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

1. That all *Contract Documents*, as defined in the *Bid Specifications "RFP-COT 23-01 TROY PAVILION"*, hereto attached or herein referred to shall be and are hereby made a part of the agreement and contract.
2. The Contractor shall, under penalty of bonds submitted, furnish all labor, materials, and equipment necessary and perform all of the work as set forth in his/her *Proposal* in strict accordance with the drawings, specifications and other documents which have been made a part of this contract in the manner, time, and place as therein set forth.
3. In consideration whereof, the Owner agrees to pay to the Contractor the amounts provided in the attached *Proposal*, being the product of the unit prices therein set forth, multiplied by the number of units actually constructed, all in the time and manner as set forth in the *Contract Documents*.
4. IN WITNESS whereof said parties have hereunto set their hands and seals, the day and year first above written.

SIGNED BY:

Signature of Authorized Representative

Contractor (Company Name)

Printed Name of Authorized Representative

Title of Authorized Representative

WITNESS:

Signature of Witness

Printed Name of Witness

APPROVED BY (THE OWNER, CITY OF TROY):

Purchasing Manager – Emily Frontera

City Manager – Mark F. Miller

Mayor – Ethan Baker

RESOLUTION NUMBER: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
City Attorney – Lori G. Bluhm

ATTEST: _____
City Clerk – M. Aileen Dickson



Performance Bond

Bond No. 107804800

KNOW ALL MEN BY THESE PRESENT, that we the undersigned C. E. Gleeson Constructors, Inc., 984 Livernois,

(Contractor Name)

Troy, MI 48083

(Address)

Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183

(Surety Name & Address)

as Sureties, are hereby held and firmly bound unto the **City of Troy** in the full and just sum of Dollars (\$ ^{Six Million Four Hundred Seventy Seven} ~~Thousand and Nine/100 (\$6,477,000.00)~~) for the payment of which, well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the above named Principal has entered into a contract with the **City of Troy** dated the 12th day of June A.D. 20 23.

WHEREIN, said Principal has covenanted and agreed as follows to wit: To complete the performance for: Job Title: **Troy Pavilion**

AND WHEREAS, this bond is given in compliance with and subject to the provisions of Act No. 213 of the Public Acts of Michigan, for the year 1963 and as may be amended by other Public Acts of Michigan.

NOW THEREFORE, the condition of the above obligation is such that if the said principal shall well and faithfully do and perform the things agreed to by such Principal to be done and performed under the annexed Contract according to the terms thereof, then this obligation shall be void, otherwise the same shall remain in full force and effect.

AND PROVIDED, it is mutually agreed and understood that in cases where changes are required, either by the Owner of the Owner's Engineer, or by mutual agreement, such changes shall not modify, discharge or release this bond.

Signed and Sealed this 12th day of June 20 23

Signed, Sealed and Delivered
in the Presence of:

C. E. Gleeson Constructors, Inc.

By: [Signature]

(Principal)

Travelers Casualty and Surety Company of America

By: [Signature]

Susan L. Small, Attorney-In-Fact

[Signature]
(Surety) Meagan Reynolds, Surety Administrator



Labor and Materials Bond
Bond No. 107804800

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned C. E. Gleeson Constructors, Inc., 984 Livernois,
(Contractor Name)

Troy, MI 48083 hereinafter called the Principal, and
(Address)

Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183 hereinafter called the
(Surety Name & Address)

Surety, are held and firmly bound unto the people of the **City of Troy** in the sum of Six Million Four Hundred Seventy Seven
Thousand and None/100 dollars (\$ 6,477,000.00), in lawful money of the United States,
to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents. Sealed with seals, and dated this
12th day of June A.D. 2023.

WHEREAS, the above named Principal has entered into a contract with the **City of Troy** dated the 12th
day of June A.D. 2023.

WHEREIN, said Principal has covenanted and agreed as follows to wit: To furnish all labor and material for:
Job Title: **Troy Pavilion**

AND WHEREAS, this bond is given in compliance with and subject to the provisions of Act No. 213 of the
Public Acts of Michigan, for the year 1963 and as may be amended by other Public Acts of Michigan.

NOW THEREFORE, the condition of the obligation is such that if payment shall be made by the Principal to
any subcontractor or by him or any subcontractor as the same may become due and payable of all
indebtedness which may arise from him to a subcontractor or party performing labor or furnishing materials,
or supplies or any subcontractor to any person, firm, or corporation on account of any labor performed or
materials or supplies furnished in the performance of said contract then this obligation shall be void, otherwise,
the same shall be in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of said contract, or in the work to be
done under it, or the giving by the owner to the Contractor any extension of time for the performance of said
contract or any other forbearance on the part of either party to the other shall not in any way release the
Principal and the Surety or either of them, their heirs, executors, administrators, successors, or assigns from
extension of time or forbearance is hereby waived.

Signed, Sealed and Delivered
in the presence of:

C. E. Gleeson Constructors, Inc.

By 

(Principal)

Travelers Casualty and Surety Company of America

By 

(Surety)  Meagan Reynolds, Surety Administrator

Susan L. Small, Attorney-In-Fact

Maintenance and Guarantee Bond
Bond No. 107804800

KNOW ALL MEN BY THESE PRESENTS, that C. E. Gleeson Constructors, Inc., 984 Livernois, Troy, MI 48083

_____ as Principal, and _____
(Contractor Name & Address)
Travelers Casualty and Surety Company of America, One Tower Square,
(Surety Name & Address)

Hartford, CT 06183 _____ as Surety, are held and firmly bound unto **The City of Troy** in the sum of Six Million Four Hundred Seventy Seven Thousand and Nine/100 Dollars (\$6,477,000.00) good and lawful money of the United States of America, to be paid for to said, its legal representatives and assigns, for which payment well and truly to be made, we find ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents. Sealed with our seals and dated this _____ 12th _____ day of _____ June _____ A.D., 20 23

WHEREAS, the above named principal has entered into a certain written contract with **The City of Troy** dated this 12th day of June A.D., 2023. WHEREIN the said principal covenanted and agreed as follows, to wit:

Troy Pavilion

NOW, THEREFORE, the condition of this obligation is such, that by and under said contract, the above named Principal has agreed with the **City of Troy** that for a period of **one (1) year** from the date of final acceptance, to keep in good order and repair any defect in all the work done under said contract either by the principal or his sub-contractors, or his material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other work affected in making good such imperfections, shall also be made good all without expense to the Owner, excepting only such part or parts of said work as may have been disturbed without the consent or approval of the principal after the final acceptance of the work, and that whenever directed so to do by the **City of Troy** by notice served in writing, either personally or by mail, on the principal at

984 Livernois, Troy, MI 48083

(Address)

or its legal representatives or successors, or on the surety at

One Tower Square, Hartford, CT 06183

(Address)

will proceed at once to make such repairs as directed by said **City of Troy**; and in case of failure so to do within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the said **City of Troy** shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof to, and receive same from said principal or surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the said **City of Troy** may take immediate steps to repair or barricade such defects without notice to the contractor. In such accounting the said **City of Troy** shall not be held to obtain the lowest figures for the doing of the work, or any part there, but all sums actually paid therefore shall be charged to the principal or surety. In this connection the judgment of the **City of Troy** is final and conclusive. If the said principal for a period of **two (1) year** from the date of final acceptance shall keep said work so constructed under said contract in good order and repair, excepting only such part or parts of said work

which may have been disturbed without the consent of approval of said principal after the final acceptance of the same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said **City of Troy** for any expenses incurred by making such repairs should the Principal or surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the said **City of Troy** from all suits and actions

for damages of every name and description brought or claimed against it for or an account of injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of said principal, servants, agents, or employees, in the prosecution of the work included in said contract, and from any and all claims arising under the Workman's Compensation Act, so called, of the State of Michigan, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this 12th day of June A.D., 2023.

Signed, Sealed and Delivered in the presence of:

C. E. Gleeson Constructors, Inc.

(L.S.)

(L.S.)

Travelers Casualty and Surety Company of America

(L.S.)

Meagan Reynolds, Surety Administrator

Susan L. Small, Attorney-In-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Susan L. Small** of **TROY** **Michigan**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

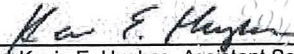
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **12th** day of **June**, **2023**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2023

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

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

PRODUCER VTC Insurance Group Troy Office 1175 W. Long Lake Ste. 200 Troy MI 48098-4960	CONTACT NAME: Debra Mirch PHONE (A/C, No, Ext): (248) 828-3377 E-MAIL ADDRESS: dmirch@vtcins.com FAX (A/C, No): (248) 828-3741																					
INSURED C.E. Gleeson Constructors Inc. 984 Livernois Rd. Troy MI 48083	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Amerisure Mutual Insurance Co.</td><td>23396</td></tr><tr><td>INSURER B:</td><td>Amerisure Insurance Company</td><td>19488</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Amerisure Mutual Insurance Co.	23396	INSURER B:	Amerisure Insurance Company	19488	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 22-23 Master**REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<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 checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	Y	CPP2089484	9/17/2022	9/17/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Employee Benefits	\$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	CA20894830	9/17/2022	9/17/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Underinsured motorist BI single limit	\$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU20894900	9/17/2022	9/17/2023	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC2089491	9/17/2022	9/17/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Leased/Rented from Others			CPP2089484	9/17/2022	9/17/2023	\$250,000 Limit	\$500 Deduct
B	Installation/Builder Risk			CPP2089484	9/17/2022	9/17/2023	\$400,000 Limit	\$1,000 Deduct

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

Troy Pavillion - 23-108 - Where required by written contract, C.E. Gleeson Constructors, Inc, The City of Troy, OHM Advisors, and Peter Basso Associates are add'l insured for General Liability (GL) as respects ongoing & completed operations on a primary & non-contributory basis and add'l insured with respects to Automobile liability. GL, Auto & Workers Comp policies include waiver of subrogation on behalf of the additional insureds as required by written contract and where allowed by law. Umbrella/Excess liability coverage follows form over GL, Auto & Employers Liability. Insurer will endeavor to mail 30 days written notice of cancellation to the certificate holder.

CERTIFICATE HOLDER**CANCELLATION**

The City of Troy, MI 500 W. Big Beaver Road Troy, MI 48084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Alan Chandler/DMIRCH 
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ACORD 25 (2014/01)

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INS025 (201401)



Troy Pavilion

REQUEST FOR QUALIFICATIONS / PROPOSAL
CONSTRUCTION SERVICES

C.E. GLEESON CONSTRUCTORS



C.E. GLEESON
CONSTRUCTORS, INC.

HEADQUARTERED

984 Livernois Road, Troy, MI 48083

SOUTHEAST OFFICE IN CHARLOTTE, NC

SOUTHWEST OFFICE IN AUSTIN, TX

(248) 647-5500

GLEESONCONSTRUCTORS.COM



TABLE OF CONTENTS

Cover Letter

Section 1: Organization Information

Section 2: Qualifications and Experience

Section 3: Project Approach

Section 4: Questionnaire

Section 5: Positive References

Section 6: Subcontractor List

February 9, 2023

City of Troy
500 W. Big Beaver Road
Troy, MI 48084



RE: Request for Qualifications / Proposal
RFQ / RFP-COT 23-10 Troy Pavilion

To Whom It May Concern

We appreciate the opportunity to submit our Qualifications for the Troy Pavilion Project. The selection process for a General Contractor is not simply about the company that becomes your builder, but rather the people and resources that will join your team to meet your goals and objectives. We recognize that for a project to be successful, a collaborative team approach will be essential.

We would welcome the chance to meet and further discuss our qualifications. If you have any questions or need any additional information, please do not hesitate to contact us

Very Truly Yours,

C.E. GLEESON CONSTRUCTORS, INC.

A handwritten signature in blue ink, appearing to read 'D Edick', is positioned above the printed name.

Dan Edick

Vice President of Estimating

Office Phone: (248) 647-5500
Cell Phone: (248) 765-3389
Email: edick@gleesonconstructors.com

SECTION 1 ORGANIZATION INFORMATION



C.E. GLEESON
CONSTRUCTORS, INC.

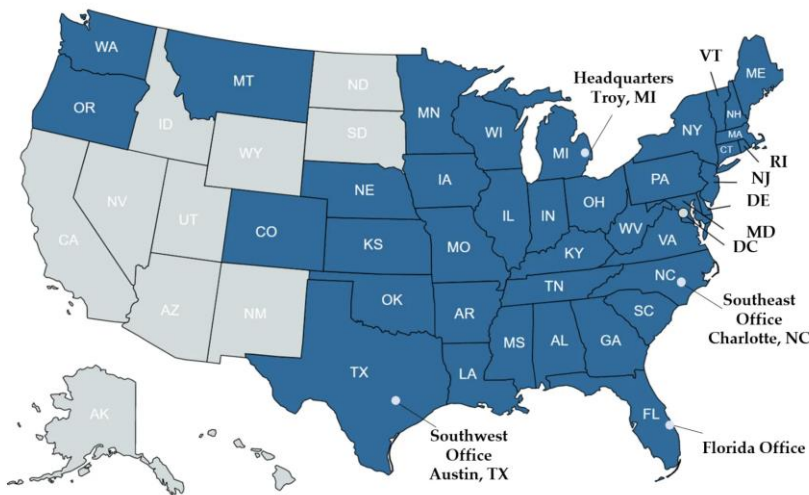
Section 1: Organization Information

C. E. Gleeson Constructors, Inc., is a General Contractor and Construction Management firm specializing in Commercial, Industrial, Institutional, and Retail building construction. Founded by Clarence M. Gleeson in 1924 as Clarence Gleeson, Inc., and reincorporated in 1995, Gleeson Constructors has nearly one century of construction experience and has built innumerable projects

Our company is enriched by four generations of continuous family ownership and operation. We draw upon our rich heritage of old-school integrity, along with cutting-edge innovation in materials, technologies, processes, and methods, to meet 21st Century building challenges.



Gleeson Constructors is a client-driven company, providing services throughout the United States. We are headquartered in Troy, Michigan, with a Southeast Division in Charlotte, North Carolina, and a Southwest Division in Austin, Texas. Gleeson Constructors is dedicated to implementing your



building vision by taking your project from shovel to key. We offer complete pre-construction, general construction, construction management, and design-build services tailored to the exact needs of your project. Our philosophy of construction project execution is to deliver services tailored to the exact demands of your needs and visions!

Organization Information

Name:	C.E. Gleeson Constructors, Inc.
Address:	984 Livernois Road, Troy, MI 48083
Phone:	(248) 647-5500
Business Organization:	Michigan Corporation
Key Officers:	Charles E. Gleeson, President / CEO Brad Baker, Vice President of Operations Dan Edick, Vice President of Estimating



SECTION 2

QUALIFICATIONS AND EXPERIENCE



C.E. GLEESON
CONSTRUCTORS, INC.

Section 2: Qualifications and Experience

Gleeson Constructors has the professional resources available to meet the goals of this project. We are proposing a highly qualified team whose combined knowledge, roles, and responsibilities will provide the necessary experience to direct this project to a successful completion.

Focused on client satisfaction and teamwork, our project team has the proven track record to successfully assist with more than just bricks and mortar. We work as an extension of your staff, always asking the right questions, while keeping your best interests at the forefront. We have extensive construction experience with local municipalities, non-profit organizations, and working with other contractors. Furthermore, our office is in Troy, and we are currently active constructing other projects in our community. This experience and proximity will result in a positive impact on this project.



The following highlights our proposed construction management staff and the specific roles each will play in this project, along with the experience each member brings to the team.

Brad Baker – Vice President of Operations

Brad is responsible for ensuring that the firm's resources, including project staff, materials, equipment, and corporate services are available to the project team. The management team of Gleeson Constructors will be actively involved in the overall management of the project from start to finish.

Dan Edick – Vice President of Estimating

Dan will be responsible for the overall project estimate. He will be responsible for pricing of alternates, competitive subcontractor bidding, purchasing, and awarding of subcontracts.

Mike Tierney - Project Manager

Mike will be responsible for overall construction management. He will be the main point of contact on the project during construction. His focus is on managing the budget and the schedule. He coordinates all day-to-day activities with the project staff and provides construction phase project management. He will be responsible for scheduling, expediting, establishment of on-site lines of authority to carry out the project plan, and conducting progress meetings. His responsibilities also include preparing and monitoring the CPM schedule, establishing, and monitoring cost controls, processing and distributing all shop drawings and samples, securing permits as required and administering the terms of the contract.

Matt Baglio - Project Superintendent

Matt will manage the field operations of the project's construction and maintain Gleeson Constructors' dedication to quality and safety. He will be responsible for all on-site coordination, scheduling, site logistics, and manpower.

See the attached organizational chart and resumes of the proposed key personnel that Gleeson Constructors proposes. The resumes validate that the project team possesses the appropriated training and certification required for a successful project delivery.

Troy Pavilion Project Organizational Chart



Brad Baker
*Vice President of
Operations*

Pre-Construction

Construction

Dan Edick
*Vice President of
Estimating*

Mike Tierney
Project Manager

Matt Baglio
Superintendent

BRAD BAKER

VICE PRESIDENT OF OPERATIONS



RESPONSIBILITIES:

- Company field operations
- Project management and quality control
- Cost Control
- Expedites shop drawings
- Receives, distributes, quotes bulletins
- Schedules projects
- Prepares monthly invoices/project close-out documents

EDUCATION:

- **Michigan State University** - Bachelor of Science in Construction Management 2001

CERTIFICATIONS:

- O.S.H.A. Safety Certification
- U.S. Department of Labor, Occupational Safety and Health Administration, Michigan State University (2000)

RELEVANT EXPERIENCE



LA Fitness



Whole Foods



Sterling Heights Comm Center



The Fresh Market

- **Broadway Public Safety Station**, Ashville, NC
- **John W. Hodges Public Safety Center**, Hope Mills, NC
- **Brother Rice High School Renovations** Bloomfield, MI
- **Sterling Heights Community Center**, Sterling Heights, MI
- **Arthur Leslow Community Center**, Monroe, MI
- **Criminal Justice Resource Center**, Durham, NC
- **Hoke Early College Building**, Pinehurst, NC
- **Macomb County Medical Examiners Office**, Macomb, MI
- **St. Regis Parish Renovation**, Bloomfield, MI
- **Pack Memorial Library**, Asheville, NC
- **LA Fitness International 29 locations**
- **The Fresh Market**, Raleigh, NC
- **Whole Foods Market**, Birmingham & East Lansing, MI
- **Equinox Health Club**, Bloomfield Hills, MI
- **The Fresh Thyme Market**, Toledo, OH

DAN EDICK

VICE PRESIDENT OF ESTIMATING



RESPONSIBILITIES:

- Owner requirements gathering during planning & design
- Program budget creation
- Comprehensive estimating
- Leading budget reviews, VA / VE sessions
- Facilitate procurement of subcontractors & suppliers

EDUCATION:

- Eastern Michigan University – Bachelor of Science in Construction Management 2009
- Oakland Community College – Associate in Applied Science in Construction Management 2006

CERTIFICATIONS:

- Associate Constructor, AIC
- Lead Certified Renovator, EPA
- Notary of America
- Water Restoration Technician, IICRC

RELEVANT EXPERIENCE



Macomb Medical



Sterling Heights Comm Center



GM



Ford

- Broadway Public Safety Station, Ashville, NC
- John W. Hodges Public Safety Center, Hope Mills, NC
- Brother Rice High School Renovations Bloomfield, MI
- Sterling Heights Community Center, Sterling Heights, MI
- Arthur Leslow Community Center, Monroe, MI
- Criminal Justice Resource Center, Durham, NC
- Hoke Early College Building, Pinehurst, NC
- Macomb County Medical Examiners Office, Macomb, MI
- St. Regis Parish Renovation, Bloomfield, MI
- Pack Memorial Library, Asheville, NC
- Ford AGV Program, Dearborn, MI
- Ford DDMP Improvements, Dearborn, MI
- Ford P552 Program, Dearborn, MI
- Ford Allen Park Testing Facilities, Dearborn, MI
- GM Engineering Building, Warren, MI
- GM VEC Transformation, Warren, MI

MIKE TIERNEY

PROJECT MANAGER



RESPONSIBILITIES:

- Project Management
- Quality and Cost Control
- Expedites Shop Drawings
- Project Scheduling
- Conducts Progress Meetings
- Preparation of Monthly Invoices
- Processes Payments to Subcontractors
- Prepares Project Close-Out Documents

EDUCATION:

- Ferris State University, College of Technology – Bachelor of Science in Construction Management
- Oakland Technical Center, Northeast Campus – Completed Two-Year Building Trades Program

LICENSES:

- OSHA 30 Hour
- Foreman Training Workshop
- PCG Estimator/Engineer College
- Superintendent Leadership Academy
- Firestop 101: A Life Safety Issue

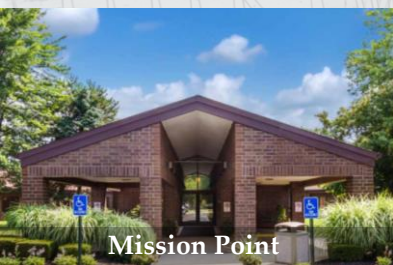
RELEVANT EXPERIENCE



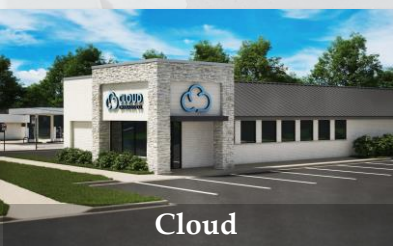
- LA Fitness, Nottingham, Md
- GM Power Train, Romulus, MI
- Ford Caputo Animal Hospital, Redford, M
- Red Run Golf Club, Royal Oak, MI



- Mission Point, Clarkston, MI
- Brother Rice- Courtyard Addition, Bloomfield Hills, MI
- Meijer, Indianapolis, IN
- Cloud Gaylord, Gaylord, MI



- Beaumont Hospital- 9 Projects, Dearborn, MI
- Forest Lake Country Club, Bloomfield, MII
- Libby Hospital, Spokane, WA
- ATAP Early Childhood, Pontiac, MI



- Monroe Housing Commission River Park Plaza, Monroe, MI
- Hartsfield Jackson International Airport, Atlanta, GA
- Ford CAP Demolition, Chicago, IL

MATT BAGLIO

PROJECT SUPERINTENDENT



RESPONSIBILITIES:

- On Site Supervision Of Commercial Buildings And Personnel
- Site Layout
- Scheduling
- Subcontractor Supervision
- Quality Control
- Review Of Submittals

EDUCATION:

- Michigan State University, – Bachelor of Science in Construction Management

CERTIFICATIONS:

- O.S.H.A. Safety Certification
- American Red Cross - CPR Certification

RELEVANT EXPERIENCE



- LA Fitness, Sterling Heights, MI
- Equinox, South Lansing, MI



- Menards, South Lansing, MI
- Macomb County Medical Examiners Office, Mt Clemens, MI



- Forest Lake Country Club, Bloomfield, MI
- Birmingham Ice Arena, Birmingham, MI
- Inn at St. Johns, Plymouth, MI



- Sterling Heights Community Center, Sterling Heights, MI



SECTION 3

PROJECT APPROACH



C.E. GLEESON
CONSTRUCTORS, INC.

Section 3: Project Approach

Construction projects must be completed considering varying goals, objectives, and constraints. An individualized project approach must be developed for every project to address these specific concerns. See outlined below the services and capabilities that C.E. Gleeson Constructors will implement to ensure a successful project completion.

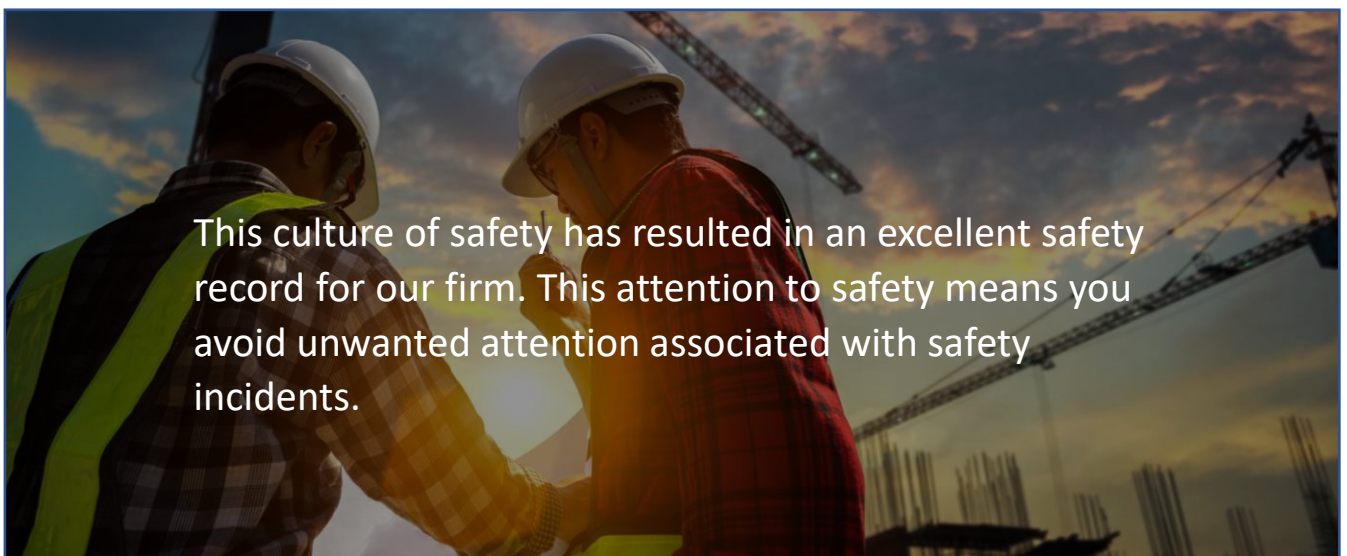
Safety

At Gleeson Constructors, Safety is a value that exceeds all others. Every member of the Project Team is empowered to make safe decisions and is held accountable for their actions. Our Safety Program succeeds through proactive training programs available to all employees and required of all supervisors, a company-wide accountability program and an unwavering commitment from top management.

Every person on a Gleeson job site is required to follow our Safety Standards. Trade Contractors are subject to a rigorous qualification process, including review of EMR and past safety record. Trade Contractors are required to complete a Site-Specific Safety Plan prior to work start, which is reviewed by the project team.

The Superintendent and Project Manager play active roles in the Gleeson Constructor's safety program to ensure compliance with applicable policies and regulations. The procedures that are be implemented include:

- Provide documented jobsite safety inspections.
- Perform daily inspections by the superintendent.
- Provide safety orientations for all subcontractors and suppliers upon mobilization to the site.
- Implement employee drug screening procedures as required.
- Compile documentation of subcontractor MIOSHA mandated training.
- Conduct accident and loss investigations.
- Document safety at all owner and subcontractor progress meetings.
- Record safety issues on the superintendent's daily reports.



This culture of safety has resulted in an excellent safety record for our firm. This attention to safety means you avoid unwanted attention associated with safety incidents.

Section 3: Project Approach

Quality

Quality begins through careful, proper planning using a project-specific quality planning process. To ensure the highest quality services, we have implemented the following initiatives:



- Prequalify all subcontractors.
- Evaluate performance of subcontractors and incorporate as part of the selection and construction process.
- Review submittals and shop drawings for compliance with Contract Documents.
- Identify potential errors and omissions and issue corresponding requests for information.
- Coordinate third party testing.
- Coordinate municipal inspections.
- Execute punch list inspections and monitor past data to identify tendencies.
- Perform follow-up warranty inspections and monitor for tendencies.
- Review feedback from our customers and subcontractors to monitor their view of our services to define improvements.

Project Schedule

Gleeson Constructors believes it is highly qualified to understand the challenges associated with creating a realistic but aggressive schedule. More importantly, we have the first-hand experience needed to make it happen in the field.

A successful schedule is much more than simply making the end date. The schedule and the priority it represents is about detailed planning, an ability to effectively communicate the plan to all levels on the project, and use of knowledge and foresight to manage the plan's execution. Gleeson Constructors works collaboratively with the project team and devotes the necessary resources to meet or exceed the proposed milestones. To ensure the proposed schedule is expedited, we implement the following scheduling activities:

- Develop a Construction Schedule that spans from design through occupancy.
- Identify the responsibilities among the members of the team associated with each activity.
- Identify key milestone dates, long lead items, and Owner furnished equipment deliveries.
- Monitor the schedule on a regular basis at all progress meetings.
- Update the Construction Schedule to reflect changes to the scope of work.
- Evaluate the use of overtime and/or second shift work to expedite the schedule.

Section 3: Project Approach

Estimating and Value Engineering

The importance that early and accurate estimating and cost management play in the success of planning a construction project is tremendous. Our experience with cost containment and value engineering is a core strength. By being part of regularly scheduled meetings with the project team, we will provide advice concerning selection of materials, building systems, and equipment; constructability; availability of labor and materials; factors relating to cost, including costs of alternative materials and designs; and possible economies.

Gleeson Constructors continuously reviews the drawings as they are produced to investigate ways to save money, time and improve quality. Through our continuous budget updates and cost-saving suggestions, the Owner will be ensured that there are no surprises on the budget.

We develop the estimates using a combination of in-house historical cost information as well as “real time” pricing from subcontractors that reflect actual market conditions and its effect on labor and material availability. This allows the Owner to make decisions throughout the process to maximize its purchasing value.



Gleeson Constructors takes full responsibility and manages the procurement of Trade Contractors to ensure a competitive and quality driven process. We do not employ any trade workers; however, we have established strong working relationships with subcontractors within each building trade group who have proven themselves to be reliable and that provide the level of quality we expect.

We make a point to include these proven subcontractors on every bid list that we develop. We also make a concerted effort to supplement our bid lists with other subcontractors based upon project specific criteria such as capacity, experience, and location. This approach enables us to ensure that the selected group of subcontractors is both proven and competitive.

Section 3: Project Approach

Planning

Gleeson Constructors develops a comprehensive site and building logistics plan that minimizes the impact on pedestrians and visitors, eliminates potential conflicts and facilitate a safe working environment during the construction of the project. Our logistics plan will address the following issues:



- Identify the location of traffic barricades to separate vehicle traffic and construction activity.
- Identify the location of pedestrian barricades to separate foot traffic and construction activity.
- Define locations for construction labor parking.
- Define locations for construction material and equipment staging areas.
- Coordinate security requirements at site points of entry.
- Register on-site personnel.
- Establish locations for dumpster.
- Coordinate MEP disconnects.
- Install temporary HVAC filters.

Technology

Gleeson Constructors implements multiple technological tools to improve our customer service and overall management of the project which promote seamless communication between the Owner, Architect and General Contractor.

- Timberline is our accounting software which includes a Project Management module that includes job costing, subcontractor paperwork and requirements and job correspondence.
- Building Connected is our on-line plan room. The plan room provides everyone on the project team access to the most current contract documents via any internet connection. In addition to serving the project team, the Owner would have the ability to similarly track the project status from any remote location.
- On Screen is our estimating software. The take-off quantities developed by this program are tied directly to our historical cost database which allows us to develop accurate budget estimates.
- Microsoft Project is our scheduling software. This is used to establish all project milestones and assigns specific responsibilities to the individual team members. The project schedule is updated regularly during the construction phase of the project to ensure all the milestone dates are met.
- PlanGrid connects our operations staff and collaborative team members with up-to-date drawings, markups, RFI's, Submittals, punch lists and other project documentation.

SECTION 4

QUESTIONNAIRE



C.E. GLEESON
CONSTRUCTORS, INC.

Section 4: Questionnaire

QUESTIONNAIRE

- 1. Has your company successfully completed at least one (1) Timber Structure in the last 5 years?**

Yes. The Project Name is Midtown Point. See the attached Project Summary.

- 2. Please list at least five (5) completed projects in the last five years of \$5M-\$10 million with similar organizations and project types.**

Sterling Heights Community Center
Birmingham Ice Arena Renovation and Addition
Macomb County Medical Examiner Additions and Renovations
John W. Hodges Public Safety Center
LA Fitness Multiple Locations

See the attached Project Summaries.

- 3. The ice rink contract will be held directly with the City of Troy, the coordination of the ice rink will be required by the General Contractor, because of this, as the GC please give a brief description of how your company plans to coordinate the installation of the ice rink with the overall pavilion/park project.**

While providing Construction Services, we will become an integral member of your Project Team. We will work in collaboration with your ice rink contractor to develop a plan that ensures all logistic, safety, and schedule requirements are satisfied.

The basis for the successful delivery of the project will be consistent communication. It would be recommended that the ice rink subcontractor attend a project kick-off meeting with our team prior to any work performed and continue to attend the weekly subcontractor meetings throughout the project duration.

As noted above, Gleeson Constructors has recent experience with an ice arena project. This will prove beneficial in understanding and accommodating the needs of the ice rink contractor.

SECTION 5

POSITIVE REFERENCES



C.E. GLEESON
CONSTRUCTORS, INC.

Section 5: Positive References

POSITIVE REFERENCES

Find below contact information for the owner representatives for all the projects referenced in the Questionnaire Section of the Qualification package. These references will be able to attest to the quality and past performance of our firm.

Midtown Point
David G. Webster
Construction Analyst
US Dept of HUD
313.234.7452 (Tuesday and Wednesday)
440.666.9731 (Other Times)

Sterling Heights Community Center
Kyle R. Langlois, CPRE
Parks and Recreation Director
586.446.2705

Birmingham Ice Arena Renovation and Addition
Robert Stempien, AIA
Sr. Vice President
Plant Moran Cresa
248.603.5252

Macomb County Medical Examiner Additions and Renovations
Andy Fountain
Sr. Vice President
Plant Moran Cresa
248.343.2714

John W. Hodges Public Safety Center
Drew Holland
Finance Director
Town of Hope Mills
910.426.4102

LA Fitness Multiple Locations
Gary Collins
Vice President Development
224.244.8422

STERLING HEIGHTS COMMUNITY CENTER

INSTITUTIONAL

STERLING HEIGHTS, MI

CITY OF
Sterling Heights

CLIENT:

- City of Sterling Heights



PROJECT DESCRIPTION:

- We were awarded the development of the Community Center in Sterling Heights, MI. This is a beautiful center piece and gathering place for the community.
- It features a tot center, teen center, two gymnasiums, an indoor track, and dance and fitness rooms.

Architects:

- Hartman Architects

KEY STATS:

- 98,000 SF
- \$25 Million Contract

Team Members:

- Brad Baker

CLIENT REFERENCES:

Kyle R. Langlois, CPRE
Parks and Recreation Director
586.446.2705



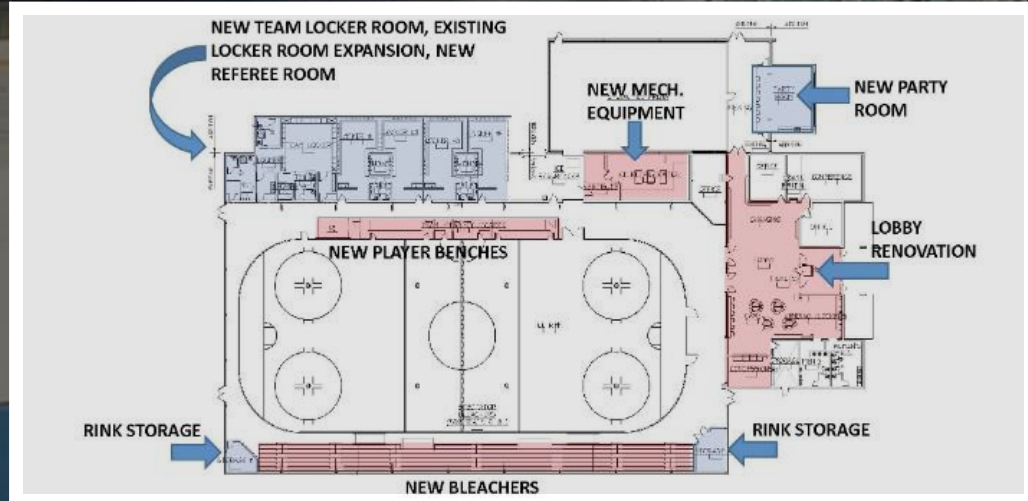
BIRMINGHAM ICE ARENA RENOVATION AND ADDITION

INSTITUTIONAL

BIRMINGHAM, MI

CLIENT:

- City of Birmingham



PROJECT DESCRIPTION:

- Complete removal and replacement of existing ice rink.
- Locker room expansion and remodel of existing locker rooms. Addition of a 5th locker room and team locker room.
- New observation area and meeting room space as well as new concessions upgrades.
- Complete removal and replacement of ice plant.

KEY STATS:

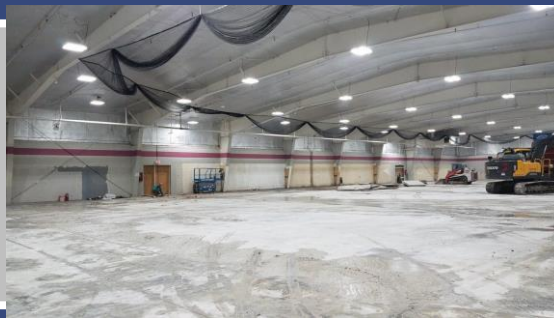
- 45,000 SF
- \$5.1 Million Contract

CLIENT REFERENCES:

Robert Stempien, AIA
Sr. Vice President
Plant Moran Cresa
248.603.5252

Architects:

- Andrus Architecture, Inc



MACOMB COUNTY MEDICAL EXAMINER

ADDITIONS AND RENOVATIONS

INSTITUTIONAL
MOUNT CLEMENS, MI



CLIENT:

- Macomb County office of the Executive



PROJECT DESCRIPTION:

- Renovations and additions, including new unisex toilet room, demolition of the existing porte cochere and addition of an enclosed garage area for pick up and delivery as well as vehicle forensic work areas and an expanded body cooler.
- Site work includes new security fencing and gates, new asphalt paving and generator installation.

Architects:

- Wakely Associates, Inc/Architects

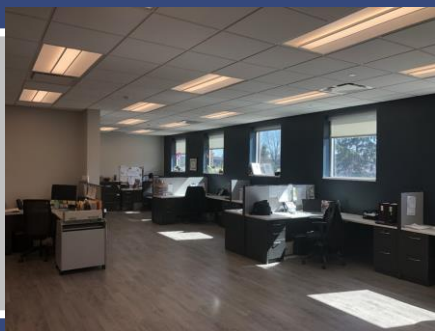


KEY STATS:

- Morgue was kept operational throughout construction
- 8,000 SF renovation
- 7,900 SF addition
- \$3.6 Million Contract

CLIENT REFERENCES:

Andy Fountain
Sr. Vice President
Plant Moran Cresa
248.343.2714



JOHN W. HODGES PUBLIC SAFETY CENTER

INSTITUTIONAL

HOPE MILLS, NC

CLIENT:

- City of Hope Mills



PROJECT DESCRIPTION:

- We were awarded the development of the Community Center in Hope Mills, North Carolina. The project consisted of Construction of a public safety building. Project consists of demolition, erosion control, storm sewer, traffic control, utilities, landscaping, plumbing, fire protection, and electrical.

Architects:

- Garner & Brown Architects



KEY STATS:

- Contract: \$11,460,000
- 43,347 SF

Team Members:

- Brad Baker

CLIENT REFERENCES:

Drew Holland
Finance Director
Town of Hope Mills
910.426.4102



LA FITNESS

RETAIL

OVER 140 LOCATIONS

- IN ▪ TN ▪ NC
- MI ▪ NY ▪ NJ
- MD ▪ PA ▪ MN
- RI ▪ TX ▪ VA
- SC ▪ IL
- FL ▪ MA

CLIENT:

- LA Fitness International, LLC



PROJECT DESCRIPTION:

- Large facility buildout for the expanding LA Fitness franchise.
- C.E. Gleeson was contracted to build over 50 fitness facilities across 16 states.

Architect

- Studio 222 Architects

KEY STATS:

- 5,000,000 Sq. Ft.
- 140 Fitness Centers
- 16 States

Team Members:

- Brad Baker
- Michael Tierney

CLIENT REFERENCES:

Gary Collins
Vice President Development
224.244.8422



C.E. GLEESON
CONSTRUCTORS, INC.



MIDTOWN POINT

MULTI-FAMILY

Royal Oak, MI



CLIENT:

- Midtown Pointe, LLC



PROJECT DESCRIPTION:

- Large Multi-Family Project
- Midtown Pointe contracted C.E. Gleeson for a large-scale development project to expand housing opportunities and attract more residents in Royal Oak, Michigan

Architect

- Progressive Associates, Inc

KEY STATS:

- 19 Apartment Buildings
- 186 Units
- \$30.4 Million Contract
- Completed 12/2020

CLIENT REFERENCES:

David G. Webster
Construction Analyst,
US Dept of HUD
313.234.7452 (Mon-Tues)
or 440.666.9731

C.E. GLEESON
CONSTRUCTORS, INC.



SECTION 6

SUBCONTRACTOR LIST



C.E. GLEESON
CONSTRUCTORS, INC.

Section 6: Subcontractor List

The final selection of the subcontractors that will be utilized on the project has not been confirmed at this time. It is proposed that a list of prospective subcontractors be reviewed during the interview process to better identify firms that will support the project most effectively. A final list subcontractors will be provided to the City of Troy within two weeks after award of the project.

THANK YOU



C.E. GLEESON CONSTRUCTORS



C.E. GLEESON
CONSTRUCTORS, INC.

HEADQUARTERED

984 Livernois Road, Troy, MI 48083

SOUTHEAST OFFICE IN CHARLOTTE, NC

SOUTHWEST OFFICE IN AUSTIN, TX

(248) 647-5500

GLEESONCONSTRUCTORS.COM



SECTION 5: BID PROPOSAL

PROPOSALS: The undersigned as bidder declares that he/she having examined the plans and specifications with the related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, hereby proposes to complete the Project which consists of construction of new park and pavilion within City of Troy Civic Center.

COMPANY NAME: C.E. Gleeson Constructors, Inc.

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

The scope of this project is the construction of a new Pavilion and utility building, associated site amenities and features, and installation of new underground utilities to service the new facility. The site includes an ice rink and associated mechanical equipment. The City has executed a contract with Serv-Ice for the installation of ice rink surface including concrete, cooling lines, sand and insulation and associated equipment. Additional items by Serv-Ice is noted on the drawings for reference. Contractor is to coordinate work with ice rink contractor to provide a completed and comprehensive project.

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

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

- Develop, coordinate and maintain project schedule.
- Obtain all permits and coordinate inspections.
- Review submittals for conformance with the design drawings and specifications.
- Set up and maintain job trailer(s), temporary utilities, site security, dumpsters, sanitary facilities, etc. to support construction.
- Provide full time job site supervision.
- Provide a safety representative and be responsible for safety precautions and programs.
- Routine job clean-up, debris removal, and dust control.
- Monitor compliance with permit conditions.
- Coordinate with design professional and issue field memos and clarifications as required.
- Construction survey services to be provided by Contractor.
- Review and provide monthly pay application for payment.
- Coordinate biweekly progress meetings.
- Maintain daily inspection records by varying site conditions.
- Coordinate inspections, materials testing, and special testing with design profession and City as required.
- Attend all contractor walk-throughs, final inspections and demonstrations.
- Organize and deliver as-built drawings, project records, manuals, warranties, product literature, etc.
- Final job site cleanup.
- Assistance and coordination of equipment startup and training.



SECTION 6: TERMS AND CONDITIONS

SIGNATURE

Each authorized representative of the organization must sign the RFQ/RFP with their usual signature and shall give their full business address. RFQ/RFP documents submitted by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. RFQ/RFP documents by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter. RFQ/RFP documents from governmental agencies must be signed by the principal authorized to bind it in the matter.

AWARD OF CONTRACT

The evaluation and award of this proposal shall be a combination of factors including, but not limited to: the completion of all information requested and detailed in the PROPOSAL, evaluation of the cost proposal, professional competence, references that include evidence of completion of at least five (5) projects of similar scope and size for municipalities, colleges and universities, cultural institutions, business district associations, etc. Firms must also demonstrate an understanding of the services required, and the correlation of the proposal submitted to the needs of the City of Troy and any other factors considered to be in the best interest of the City of Troy.

The City of Troy reserves the right to award to the firm providing the best value proposal, in whatever manner is deemed to be in the City's best interest; to award the proposal to the most effective total package which matches the City's needs; to reject a proposal which contains major deviations from specifications; to accept any or all optional features offered with additional pricing proposed, whatever is deemed to be in the City's best interest.

PURCHASE ORDER

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

CONTRACT FORMS

The Contractor must 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, Indemnification (Hold Harmless) Clause and return with your bid proposal.

DOWNPAYMENTS OR PREPAYMENTS

All proposals submitted with terms or any provisions in the proposal, which requires a down payment or prepayment of any kind will not be considered for award. The designated City representative will make payment approval of all items upon acceptance of the work being invoiced.

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.

TERMINATION FOR CONVENIENCE

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

COMPANY NAME: C.E. Gleeson Constructors, Inc.

PERMITS

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

MICHIGAN CONSTRUCTION LIEN ACT

The Contractor agrees that 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.

BOND SUBMITTAL

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

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.

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 proposal 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 proposal 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.

DOCUMENTS AND SUBMITTALS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Contractor shall deliver these items to the Owner in as a record of the Work as constructed.

USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Documents, and shall not unreasonably encumber the site with materials or equipment.

WORKING HOURS

The Contractor should be aware of the City of Troy Ordinance, Title IX, Chapter 88, Public Nuisance, that limit working hours to be between 7:00 am and 8:00 pm, Monday through Saturday. Applying for a variance to this ordinance will be the responsibility of the Contractor if longer working hours are required. Permission must be obtained from the City to work on Sundays and holidays.

COMPANY NAME: C.E. Gleeson Constructors, Inc.

UTILITY USE

Contractor to anticipate providing all own utilities unless coordinated with the City during Construction. The intent is if electrical is available, no metering is required. Water where/when available can be provided, will need to be metered if provided off meter or Construction meter at cost to contractor.

OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Contractor promptly after execution of any separate contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make a Claim.

When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

Unless otherwise provided in the Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Contractor under the Contract.

MUTUAL RESPONSIBILITY

The Contractor shall afford the Owner and separate contractors' reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Documents.

If part of the Contractor's Work depends upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to report shall constitute an acknowledgment that the Owner's or separate contractors completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors.

The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Contractor has with respect to the construction of the Owner or separate contractors.

CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

COMPANY NAME: C.E. Gleeson Constructors, Inc.

OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

PAYMENT APPLICATIONS AND PROJECT COMPLETION

Contract Sum: The Contract Sum is stated in this agreement.

PROGRESS PAYMENTS

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

PROPOSED PAYMENT SCHEDULE: Monthly

SCHEDULE OF VALUES

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Contractor, prior to the first Application for Payment after execution of the Purchase Order shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

Unless otherwise provided in the Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

The Contractor warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Documents.

RETAINAGE

A 10% retainage will be withheld from each payment of invoice for the first fifty (50) percent of the contractor's earned fee to a maximum retained amount equal to five (5) percent of the total amount of the contract value.

PROTECTION OF PERSONS AND PROPERTY

Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

COMPANY NAME: C.E. Gleeson Constructors, Inc.

SAFETY OF PERSONS AND PROPERTY

The Contractor shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

1. employees on the Work and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Contractor; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

INSPECTION OF WORK

All materials and each part or detail of the work shall be subjected at all times to inspection by the Designated City Representative, Inspector, or Agents of the Designated City Representative. The Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials. Any materials supplied under these specifications is subject to the described inspection. The Designated City Representative shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is necessary to make a complete and detailed inspection.

CORRECTION OF WORK

Before or After Substantial Completion. The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Contractor's expense.

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 closely coordinated with the City of Troy. The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. **Final Completion Date: December 1, 2023,**

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

MATERIAL SAFETY DATA SHEET

All City of Troy purchases require a Material Safety Data Sheet, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please provide copies of any relevant SDS at the time of award.

COMPANY NAME: C.E. Gleeson Constructors, Inc.

SIGNATURE PAGE

PRICES:

Price quoted 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 bid specifications.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____



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

TAX ID 38-2941498

COMPANY C.E. Gleeson Constructors, Inc.

ADDRESS 984 Livernois Road CITY Troy STATE MI ZIP 48083

PHONE (248) 647-5500 FAX (248) 647-5530

REPRESENTATIVE NAME Brad Baker

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

 (Print)

PAYMENT TERMS: Net 30/ Per Contract

E-MAIL: bbaker@gleesonconstructors.com

COMPLETION: **AS SPECIFIED**

BID CHECK #: 2847

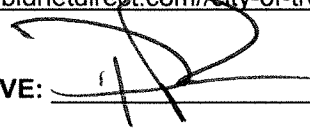
EXCEPTIONS:

Any exceptions, substitutions, deviations, etc. from the City's specifications and this RFQ/RFP must be stated below. The reasons for the exception, substitution, deviation, etc. are an integral part of this RFQ/RFP process.
Laser Edging Wave pattern for decorative metal panel screen is not included at this time. Once CAD file is provided for the pattern, we can add this into our base bid.

ACKNOWLEDGEMENT:

I, Brad Baker, certify that I have read the **Instructions to Bidders** (4 Pages) and that the Statement of Qualification documents contained herein were obtained directly from the City's Purchasing Department or Bidnet Direct (MITN) website, www.bidnetdirect.com/city-of-troy-mi and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____



NOTE:

The City of Troy, at their discretion, may require the organization 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.

CURRENCY:

Contract prices will be in U. S. Funds.

The following questions were asked as project details and site overview were discussed:

QUESTION: What is suggested for laydown area?

ANSWER: Several areas are possible, can coordinated based on size of area needed, timing, and access requirement during construction

QUESTION: Is the ice rink cost to be included with this proposal?

ANSWER: Contract already awarded to a separate contractor. Do not include in proposals.

QUESTION: Request for ice rink proposal.

ANSWER: Project Scope for ice rink included in addendum (9 pages).

QUESTION: Does the project include fire panels?

ANSWER: There is no fire alarm or fire suppression system.

QUESTION: Is the Ecostructure system / access control stand alone?

ANSWER: It is not stand alone and is tied back to the City's existing access control and Building Management systems. The Ecostructure is the HVAC lighting component, Security Expert is the access control and Pelco is the camera system.

QUESTION: Question regarding access control structure- is the system a mercury panel based system and can alternate components to Schneider Electric components be used as long as they are mercury based?

ANSWER: System components must integrate with our/Schneider Electric Security Expert system. Submit an RFI if additional clarification is necessary. Submit substitution request if products aren't noted in specifications to get approval during bids.

QUESTION: Culverts look to be ornate.

ANSWER: Culverts are poured in place wall, stamped face.

QUESTION: Whose responsibility is it to secure the site during construction and at what extent.

ANSWER: The contractor will be required to provide site security with the understanding that the neighboring parcels will remain active during construction.

Please be advised that the City of Troy Purchasing Department has authorized the following ANSWERS TO QUESTIONS regarding Bid Proposal **RFP-COT 23-01, Troy Pavilion**. The CHANGES will be considered an integral part of the original proposal documents.

I, the undersigned bidder, have read this Addendum 1 and have integrated the clarification(s) and or change(s) into the *Bid Proposal* and *Specifications* for **RFP-COT 23-01, TROY PAVILION**. 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, February 9, 2023 at 10:00 AM EDT.

COMPANY:

C.E. Gleeson Constructors, Inc.

NAME OF AUTHORIZED COMPANY REPRESENTATIVE:

Brad Baker

SIGNATURE:



ADDRESS:

984 Livernois Road, Troy, MI
48083

DATE:

02-09-2023



January 26, 2023

Addendum 2
RFP-COT 23-01
Troy Pavilion
Page 1 of 1


To All Bidders:

Please be advised that the City of Troy Purchasing Department has authorized the following clarification(s) and or changes(s) to the specifications for **RFP-COT 23-01 Troy Pavilion**. The clarification(s) and or change(s) will be considered an integral part of the original proposal document.

Please see the attached document (71 pages) provided from OHM Advisors for clarification.

Please be advised that the City of Troy Purchasing Department has authorized the following clarifications and or change(s) regarding Bid Proposal **RFP-COT 23-01, Troy Pavilion**. The CHANGES and or CLARIFICATION(S) will be considered an integral part of the original proposal documents.

I, the undersigned bidder, have read this Addendum 2 and have integrated the clarification(s) and or change(s) into the *Bid Proposal* and *Specifications* for **RFP-COT 23-01, TROY PAVILION**. All other items in the original bid proposal remain the same. This Addendum 2 should be attached to the electronic bid submission, on or before **Thursday, February 9, 2023 at 10:00 AM EDT**.

COMPANY:	<u>C.E. Gleeson Constructors, Inc.</u>
NAME OF AUTHORIZED COMPANY REPRESENTATIVE:	<u>Brad Baker</u>
SIGNATURE:	<u></u>
ADDRESS:	<u>984 Livernois Road, Troy, MI</u> <u>48083</u>
DATE:	<u>02-09-2023</u>



February 2, 2023

Addendum 3
RFP-COT 23-01
Troy Pavilion
Page 1 of 1

To All Bidders:

Please be advised that the following additional questions have been received for clarification for **RFP-COT 23-01, Troy Pavilion**. The clarification(s) and or change(s) will be considered an integral part of the original proposal document.

Please see attached documents (102 pages) providing clarification to the following RFI requests:

RFI 1 – Troy Pavilion RFI Form 01252023
RFI 2 – Taxes
RFI 3 – Standing Seam Roof
RFI 4 – Door Hardware
RFI 5 – Staging -EGLE
RFI 6 – Ice Rink Coordination
RFI 7 – Electrical Conduit
RFI 8 – Landscaping Irrigation
RFI 9 – Plants
RFI 10 – AWI Cert
RFI 11 – Troy Pavilion
RFI 12 – Technologies

Please be advised that the City of Troy Purchasing Department has authorized the following ANSWERS TO QUESTIONS regarding Bid Proposal **RFP-COT 23-01, Troy Pavilion**. The CHANGES will be considered an integral part of the original proposal documents.

I, the undersigned bidder, have read this Addendum 3 and have integrated the clarification(s) and or change(s) into the *Bid Proposal* and *Specifications* for **RFP-COT 23-01, Troy Pavilion**. All other items in the original bid proposal remain the same. This Addendum 2 should be attached to the electronic bid submission on or before **Thursday, February 9, 2023 at 10:00 AM EDT**.

COMPANY:

C.E. Gleeson Constructors, Inc.

NAME OF AUTHORIZED COMPANY REPRESENTATIVE:

Brad Baker

SIGNATURE:

A handwritten signature in black ink, appearing to be 'BR' or similar, written over a horizontal line.

ADDRESS:

984 Livernois Road, Troy, MI
48083

DATE:

02-09-2023



February 6, 2023

Addendum 4
RFP-COT 23-01
Troy Pavilion
Page 1 of 1

To All Bidders:

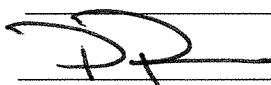
Please be advised that the following additional questions have been received for clarification for **RFP-COT 23-01, Troy Pavilion**. The clarification(s) and or change(s) will be considered an integral part of the original proposal document.

Please see attached documents (2 pages) providing clarification to the following RFI requests:

RFI 13 – Plumbing Fixture Schedule
RFI 14 – Electrical Lighting Fixture

Please be advised that the City of Troy Purchasing Department has authorized the following ANSWERS TO QUESTIONS regarding Bid Proposal **RFP-COT 23-01, Troy Pavilion**. The CHANGES will be considered an integral part of the original proposal documents.

I, the undersigned bidder, have read this **Addendum 4** and have integrated the clarification(s) and or change(s) into the *Bid Proposal and Specifications* for **RFP-COT 23-01, Troy Pavilion**. All other items in the original bid proposal remain the same. This **Addendum 4** should be attached to the electronic bid submission on or before **Thursday, February 9, 2023 at 10:00 AM EDT**.

COMPANY:	C.E. Gleeson Constructors, Inc.
NAME OF AUTHORIZED COMPANY REPRESENTATIVE:	Brad Baker
SIGNATURE:	
ADDRESS:	984 Livernois Road, Troy, MI 48083
DATE:	02-09-2023



February 7, 2023

Addendum 5
RFP-COT 23-01
Troy Pavilion
Page 1 of 1

To All Bidders:


Please be advised that the City of Troy Purchasing Department has authorized the following clarification and or change(s) for **RFP-COT 23-01, Troy Pavilion**. The clarification(s) and or change(s) will be considered an integral part of the original proposal document.

Please see information below issued for clarification.

- The City, for schedule logistics and coordination, is moving the responsibility of the *Bronze Statue* onto the Contractor as part of this project. The \$30,000 Allowance added in Addendum 3 is for the statue move and final details will be coordinated with the awarded bidder.

Please be advised that the City of Troy Purchasing Department has authorized the following ANSWERS TO QUESTIONS regarding Bid Proposal **RFP-COT 23-01, Troy Pavilion**. The CHANGES will be considered an integral part of the original proposal documents.

I, the undersigned bidder, have read this **Addendum 5** and have integrated the clarification(s) and or change(s) into the *Bid Proposal and Specifications* for **RFP-COT 23-01, Troy Pavilion**. All other items in the original bid proposal remain the same. This **Addendum 5** should be attached to the electronic bid submission on or before Thursday, February 9, 2023 at 10:00 AM EDT.

COMPANY:	C.E. Gleeson Constructors, Inc.
NAME OF AUTHORIZED COMPANY REPRESENTATIVE:	Brad Baker
SIGNATURE:	
ADDRESS:	984 Livernois Road, Troy, MI 48083
DATE:	02-09-2023



SECTION 7: INSURANCE AND INDEMNIFICATION REQUIREMENTS

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

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

- ☒ (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 SOQ.
- ☐ () Our proposal is reduced by \$_____ if we lower the requirement to \$_____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

IMPORTANT: A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements SHALL be attached to the RFQ/RFP document at the time of submission of the RFQ/RFP to the Office of the City Clerk.

NOTE: Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

OTHER: Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

INSURANCE VERIFICATION:

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

WORKERS' COMPENSATION INSURANCE, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

COMPANY NAME: C.E. Gleeson Constructors, Inc.

COMMERCIAL GENERAL LIABILITY INSURANCE on an "Occurrence Basis" with limits of liability not less than \$3,000,000.00 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 \$3,000,000.00 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.

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY (OCP) Separate policy or per project aggregate under General Liability, \$3,000,000 per occurrence, \$3,000,000 aggregate, naming City of Troy as insured.

ADDITIONAL INSURED:

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

CANCELLATION NOTICE:

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

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

PROOF OF INSURANCE COVERAGE:

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

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

LETTER VERIFICATION:

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

FINAL INSURANCE CERTIFICATE SUBMISSION:

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

COMPANY NAME: C.E. Gleeson Constructors, Inc.



CITY OF TROY
INDEMNIFICATION (Hold Harmless) CLAUSE

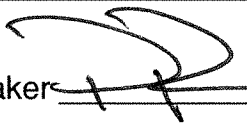
To the fullest extent permitted by law,

C.E. Gleeson Constructors, Inc. agrees to defend, pay on
(Name of Contractor / Organization)

behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract/agreement.

Troy Pavilion

Contract / Agreement

C.E. Gleeson Constructors, Inc. Brad Baker  02/09/2023

Contractor/Organization representative signature/date


Witness

City of Troy representative signature/date

Witness



SECTION 8: ATTACHMENTS

CONTRACT FORMS:

Bidders should use the following form for additional information or questions concerning this project.

Forms during Bidding

- RFI (Request for Interpretation) Form

Bidders should complete and sign the following forms and return with your qualifications package.

Forms for Bid Proposal

- Legal Status of Bidder
- Non-Collusion Affidavit
- Certification Regarding Debarment, Suspension, And Other Responsibility Matters
- "Iran Linked Business"
- Proposer's Sworn and Notarized Familial Disclosure

Bidders should complete and sign the following form and return if providing no bid:

- Statement of No Bid (If applicable)

The following forms are provided for execution during project:

Forms for Contract Execution

- City of Troy Contract Form
- Performance Bond
- Labor and Materials Bond
- Maintenance and Guarantee Bond

Forms for Payment and Closeout

- Contractor's Affidavit
- Contractor's Declaration
- Final Waiver of Lien
- Consent of Surety to Final Payment



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 Brad Baker, bearing the office title of Vice President 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:

Brad Baker

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

is Vice President of Operations. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

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

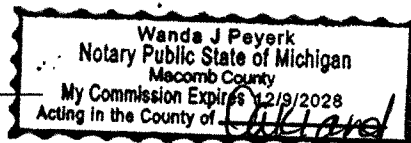
SIGNATURE OF PERSON SUBMITTING BID

NOTARY'S SIGNATURE

Subscribed and sworn to before me this 9th day of February, 2023 in and for _____
Oakland County.

My commission expires:

12/9/28





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.***

C.E. Gleeson Constructors, Inc.

Name of Agency/Company/Firm *(Please Print)*

Brad Baker, Vice President of Operations

Name and title of authorized representative *(Please Print)*



02-09-2023

Signature of authorized representative

Date

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



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

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

Vendor	
Legal Name	C.E. Gleeson Constructors, Inc.
Street Address	984 Livernois Road
City	Troy
State, Zip	Michigan 48083
Corporate I.D. Number/State	800432241
Taxpayer I.D. #	38-2941498

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: _____

Brad Baker

Printed Name of Vendor's Authorized Agent: _____

Witness Signature: _____

Michael Carney

Printed Name of Witness: Michael Carney

G:\ BidLanguage_IranLinkedBusiness




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

The undersigned, the owner or authorized officer of C.E. Gleeson Constructors, 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 _____
C.E. Gleeson Constructors, Inc. and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

BIDDER: C.E. Gleeson Constructors, Inc.

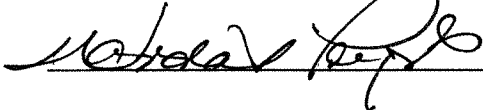
By:  Brad Baker
Its: Vice President of Operations

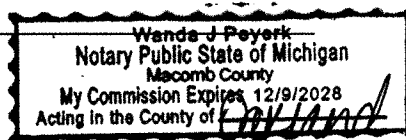
STATE OF MICHIGAN

)ss.

COUNTY OF Oakland)

This instrument was acknowledged before me on the 9th day of February, 2023, by







DOCUMENT 00 41 13 - BID FORM

1.1 BID INFORMATION

- A. Bidder: C.E. Gleeson Constructors, Inc.
- B. Project Name: **Troy Pavilion**
- C. RFP Number: **RFP-COT 23-01**
- D. Owner: City of Troy

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by OHM Advisors and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Six Million Four Hundred Seventy Seven Thousand Dollars (\$ 6,477,000).

2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 004323 "Alternates Form."

1.3 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within timeframe specified.

1.4 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
1. Bid Form Supplement - Alternates.
 2. Bid Form Supplement - Allowances.

1.5 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Michigan and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.6 SUBMISSION OF BID

- A. Respectfully submitted this 9th day of February, 2023
- B. Submitted By: C.E. Gleeson Constructors, Inc. (Name of bidding firm or corporation).

END OF DOCUMENT 00 41 13



Troy Pavilion
Allowance Form
Page 1 of 1

DOCUMENT 00 43 21 - ALLOWANCE FORM

1.1 BID INFORMATION

- A. Bidder: C.E. Gleeson Constructors, Inc.
- B. Project Name: **Troy Pavilion.**
- C. RFP Number: **RFP-COT 23-01**
- D. Project Location: 500 W. Big Beaver, Troy, Michigan, 48085.
- E. Owner: City of Troy.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 01 21 00 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 9th day of February, 2023.
- B. Submitted By: C.E. Gleeson Constructors, Inc. (Insert name of bidding firm or corporation).
- C. Authorized Signature: [Handwritten Signature] (Handwritten signature).
- D. Signed By: Brad Baker (Type or print name).
- E. Title: Vice President of Operations (Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 21

DOCUMENT 00 43 22 - UNIT PRICES FORM

1.1 BID INFORMATION

- A. Bidder: C.E. Gleeson Constructors, Inc.
- B. Project Name: **Troy Pavilion**
- C. Owner Project Number: **RFP-COT 23-01.**
- D. Project Location: 500 W. Big Beaver, Troy, Michigan 48085.
- E. Owner: City of Troy.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

1.3 UNIT PRICES

- A. Unit-Price No. 1: Installation of Pedestrian Pavers.
1. 191,250 dollars (\$ 45) per unit.
- B. Unit-Price No. 2: Acer Saccharum, 3" cal.
1. 3,150 dollars (\$ 450) per unit.
- C. Unit-Price No. 3: Ginkgo biloba 'Princeton Sentry', 3" cal.
1. 5,500 dollars (\$ 550) per unit.
- D. Unit-Price No. 4: Liriodendron tulipifera, 3" cal.
1. 2,250 dollars (\$ 450) per unit.
- E. Unit-Price No. 5: Nyssa sylvatica, 3" cal.
1. 1,650 dollars (\$ 550) per unit.
- F. Unit-Price No. 6: Quercus macrocarpa, 3" cal.
1. 1,800 dollars (\$ 450) per unit.
- G. Unit-Price No. 7: Pinus strobus, 10' Ht.
1. 12,125 dollars (\$ 485) per unit.
- H. Unit-Price No. 8: Amelanchier x grandiflora 'Autumn Brilliance', 8' Ht.
1. 6,000 dollars (\$ 400) per unit.

- I. Unit-Price No. 9: *Cercis canadensis*, 8' Ht.
1. 1,925 dollars (\$ 385) per unit.
- J. Unit-Price No. 10: *Cercis canadensis* 'Forest Pansy', 8' Ht.
1. 3,600 dollars (\$ 400) per unit.
- K. Unit-Price No. 11: *Quercus alba*, Whip, 1-2' Ht.
1. 700 dollars (\$ 65) per unit.
- L. Unit-Price No. 12: *Quercus bicolor*, Whip, 1-2' Ht.
1. 780 dollars (\$ 65) per unit.
- M. Unit-Price No. 13: *Quercus macrocarpa*, Whip, 1-2' Ht.
1. 780 dollars (\$ 65) per unit.
- N. Unit-Price No. 14: *Quercus muehlenbergii*, Whip, 1-2' Ht.
1. 780 dollars (\$ 65) per unit.
- O. Unit-Price No. 15: *Quercus palustris*, Whip, 1-2' Ht.
1. 780 dollars (\$ 65) per unit.
- P. Unit-Price No. 16: *Quercus rubra*, Whip, 1-2' Ht.
1. 780 dollars (\$ 65) per unit.
- Q. Unit-Price No. 17: *Quercus velutina*, Whip, 1-2' Ht.
1. 780 dollars (\$ 65) per unit.
- R. Unit-Price No. 18: *Artostaphylos uva-ursi*, Plug
1. 10,315.50 dollars (\$ 6.50) per unit.
- S. Unit-Price No. 19: *Cornus sericea* 'Kelsey', #2 Gal.
1. 3,420 dollars (\$ 45) per unit.
- T. Unit-Price No. 20: *Ilex verticillate* 'Red Sprite', #2 Gal.
1. 3,915 dollars (\$ 45) per unit.
- U. Unit-Price No. 21: *Physocarpus opulifolius* 'Angel', #2 Gal.
1. 3,245 dollars (\$ 45) per unit.
- V. Unit-Price No. 22: *Pinus mugo* pumilio 'Compact Select', #3 Gal.
1. 3,245 dollars (\$ 55) per unit.

- W. Unit-Price No. 23: *Rhus aromatica*, #2 Gal.
1. 5,130 dollars (\$ 45) per unit.
- X. Unit-Price No. 24: *Rhus typhina*, #1 Gal.
1. 180 dollars (\$ 20) per unit.
- Y. Unit-Price No. 25: *Viburnum acerifolium*, #3 Gal.
1. 1,540 dollars (\$ 55) per unit.
- Z. Unit-Price No. 26: *Echinaceae purpurea*, #1 Gal.
1. 2,100 dollars (\$ 20) per unit.
- AA. Unit-Price No. 27: *Iris virginica*, Quart
1. 1,998 dollars (\$ 9) per unit.
- BB. Unit-Price No. 28: *Polystichum acrostichoides*, Quart
1. 1,944 dollars (\$ 9) per unit.
- CC. Unit-Price No. 29: *Potentilla simplex*, #1 Gal.
1. 41,800 dollars (\$ 20) per unit.
- DD. Unit-Price No. 30: *Narcissus* spp., Bulb
1. 444 dollars (\$ 2) per unit.
- EE. Unit-Price No. 31: *Panicum virgatum* 'Shenandoah', #1 Gal.
1. 2,360 dollars (\$ 20) per unit.
- FF. Unit-Price No. 31: *Schizachyrium Scoparium*, 'The Blues', #1 Gal.
1. 1,940 dollars (\$ 20) per unit.
- GG. Unit-Price No. 32: *Sporobolus heterolepis*, #1 Gal.
1. 2,780 dollars (\$ 20) per unit.
- HH. Unit-Price No. 33: *Carex grayii*, Plug
1. 2,780 dollars (\$ 6.50) per unit.
- II. Unit-Price No. 34: *Carex sprengelii*, Plug
1. 130 dollars (\$ 6.50) per unit.
- JJ. Unit-Price No. 35: *Carex vulpinoidea*, Plug
1. 130 dollars (\$ 6.50) per unit.

KK. Unit-Price No. 36: Asclepias incarnata, Plug

1. 130 dollars (\$ 6.50) per unit.

LL. Unit-Price No. 37: Eupatorium maculatum, Plug

1. 130 dollars (\$ 6.50) per unit.

MM. Unit-Price No. 38: Eupatorium perfoliatum, Plug

1. 130 dollars (\$ 6.50) per unit.

NN. Unit-Price No. 39: Euthamia graminifolia, Plug

1. 130 dollars (\$ 6.50) per unit.

OO. Unit-Price No. 40: Helenium autumnale, Plug

1. 130 dollars (\$ 6.50) per unit.

1.4 SUBMISSION OF BID SUPPLEMENT

A. Respectfully submitted this 9th day of February, 2023.

B. Submitted By: C.E. Gleeson Constructors, Inc. (Insert name of bidding firm or corporation).

C. Authorized Signature:  (Handwritten signature).

D. Signed By: Brad Baker (Type or print name).

E. Title: Vice President of Operations (Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 22

DOCUMENT 00 43 23 - ALTERNATES FORM

1.1 BID INFORMATION

- A. Bidder: C.E. Gleeson Constructors, Inc..
- B. Project Name: **Troy Pavilion**
- C. Owner Project Number: **RFP-COT 23-01.**
- D. Project Location: 500 W. Big Beaver, Troy, Michigan 48085.
- E. Owner: City of Troy.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.


1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
 - 1. Cost-Plus-Fee Contract: Alternate price given below includes adjustment to Contractor's Fee.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 : Roof Insulation:
 - 1. ADD X DEDUCT NO CHANGE NOT APPLICABLE .
 - 2. Five Thousand Two Hundred Dollars (\$ 5,200).
 - 3. ADD 0 DEDUCT calendar days to adjust the Contract Time for this alternate.
- B. Alternate No. 2 : Fire Pit 2:
 - 1. ADD DEDUCT X NO CHANGE NOT APPLICABLE .
 - 2. One Hundred Seven Thousand Dollars (\$ 107,000).
 - 3. ADD DEDUCT 0 calendar days to adjust the Contract Time for this alternate.

1.5 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 9th day of February, 2023
- B. Submitted By: C.E. Gleeson Constructors, Inc. (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Brad Baker (Type or print name).
- E. Title: Vice President of Operations (Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 23



January 10, 2023

TO: All Prospective Bidders
FROM: The City of Troy Purchasing Department
RE: Request for Qualifications/ Proposal
RFQ / RFP-COT 23-01 Troy Pavilion

The City of Troy Purchasing Department invites companies to review the attached Request for Qualifications (RFQ) and Request for Proposal (RFP) documents for Construction Services. The attached documents will be used to determine the most qualified Contractor with the ability to provide these services.

The effective date of the resulting contract will be upon City Council approval. A Committee will make the decision as to the selection of the most qualified vendor. Their decision will be deemed in the City of Troy's best interest and will be final. There will be a Mandatory Pre-Proposal Meeting scheduled for Tuesday January 17, 2023 at 9:00 a.m. EST in the Troy City Hall, 500 W. Big Beaver Road, Troy, MI – Council Board Room. All interested parties are encouraged to attend. It is the City's intentions to review Proposals and short list up to three (3) firms. The selected firms will be required to attend interviews and will be required to provide a detailed explanation of their Qualifications and Fee Proposal. The City of Troy urges all interested parties to submit the enclosed Request for Qualifications and Request for Proposal documents.

Sincerely,

Emily Frontera
Purchasing Manager



Section 1: Section Guide

Section 1: Section Guide – 1 Page
Section 2: Instructions to Bidders – 4 Pages
Section 3: Criteria for Selection – 1 Page
Section 4: Request for Qualifications/ Request for Proposal Content - 2 Pages
Section 5: Bid Proposal – 1 Page
Section 6: Terms and Conditions – 8 Pages
Section 7: Insurance and Indemnifications Requirements – 3 Pages
Section 8: Attachments RFI (Request for Interpretation) – 1 Page Forms for Bid Proposal (5 Forms) Statement of No Bid – 1 Page Forms for Contract Execution (4 Forms) Forms for Payment and Closeout (4 Forms) Sample Insurance Certificate – 4 Pages
Section 9: Fee Proposal (To be compiled separately from rest of Submittal) Bid Form – 1 Page Allowance Form – 1 Page Alternates Form – 2 Pages
Section 10: Technical Specifications Project Manual Binding 1 – 358 Pages Project Manual Binding 2 – 727 Pages
Section 11: Drawings – 135 Pages



SECTION 2: INSTRUCTIONS TO BIDDERS

Sealed Qualifications and Fee Proposal for **TROY PAVILION** for the **CITY OF TROY** will be *electronically* received by the City of Troy, 500 W. Big Beaver Road, Troy, MI 48084 until **THURSDAY February 9, 2023, at 10:00 AM E.D.T.**, after which time they will be publicly opened and read in the specified *Zoom Meeting* listed on Page 4 of the Instructions to Organizations. **Late bid submittals will not be accepted. Electronic Bid Submission only. NO FAXED DOCUMENTS WILL BE ACCEPTED.**

ELECTRONIC PROPOSALS MUST BE ENTERED INTO BIDNET (MITN) PROCUREMENT SYSTEM ON OR BEFORE 10:00AM THURSDAY, FEBRUARY 9, 2023.

1. The following pages include a questionnaire and proposal pricing section to be completed by each prime contractor submitting a proposal. Each item must be completed with a response. Contractors not responding to the questions may be classified as unresponsive. The bidder must initial any corrections. The questionnaire and proposal are to be completed in legible form, preferably typewritten.
2. The response must follow this format. Supplemental information should be provided in additional sections following the same numbering scheme. The response should be concise and complete.
3. Any additional written material such as professional records, certifications, etc. your firm may think important should be attached and submitted to augment the data included in the questionnaire and proposal. It is not necessary to include expensive custom binders, displays, or other materials unless the firm believes such materials are necessary to the proposal. All costs incurred in the preparation and presentation of the proposal shall be wholly borne by the prospective bidder.
4. All information requested herein shall be submitted with the Request for Qualifications (RFQ) and Request for Proposal (RFP); failure to do so may result in rejection of the RFQ and/ or RFP as non-responsive and/or incomplete.
5. Opening of Proposals: At the specified time and date stated above, all electronically submitted Proposals shall be opened. The names only of companies submitting a proposal will be publicly read aloud. All Proposal information received will be held confidential until after final action by the City of Troy, except as required by law. Any interested parties may attend. No immediate decision will be rendered.
6. The information provided in the RFQ/RFP is intended solely for internal use by the Proposer in its Proposal preparation. All information contained herein is proprietary and shall not be distributed to any third party, except as required by law.
7. The City of Troy reserves the right in its sole discretion (for this and the other provisions of this RFQ/RFP) to accept or reject any or all RFQ/RFP's with or without cause. The City of Troy reserves the right to waive any irregularity or informality in the RFQ/RFP process, and the right to award the Contract to other than the Proposer submitting the best financial Proposal. The City of Troy reserves the right to request additional information from any or all Proposers. The City of Troy reserves the right to negotiate with the Proposers concerning their Proposals.
8. Any decision made by the City of Troy, including Firm selection, shall be final.
9. Any and all proposals submitted must be on the City of Troy request for proposal forms. If more than one proposal is submitted, a separate proposal form must be used for each. Forms are enclosed or

obtainable at the City of Troy Purchasing Department or on the MITN Purchasing Group (MITN) website at www.bidnetdirect.com/city-of-troy-mi.

10. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful bidder with tax exemption certificates when requested.
11. If further information regarding this proposal is required, please contact the Purchasing Department at 248.680.7291.
12. Proposal Question Deadline: Prospective Proposers may request that the City of Troy clarify information contained in the RFQ/RFP. All such requests must be made in writing to Emily Frontera, Purchasing Manager at e.frontera@troymi.gov. The City of Troy will provide a written response within three (3) business days after the receipt of such request. The City will not respond to any request for clarification received after the close of business on Tuesday, **January 31, 2023**. The City of Troy response to any request for clarification will be provided to all in the form of an Addendum, a copy of which will be uploaded to the MITN website.
13. Addenda to the Proposal: If it becomes necessary to revise or clarify any part of the RFQ/RFP, notice of the revision or clarification will be uploaded to the MITN website and emailed in the form of an addendum to all active participants. All addenda shall become a part of the RFQ/RFP. Each Proposer should in its Proposal, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Proposer to receive, or acknowledge receipt of; any addendum shall not relieve the Proposer of the responsibility for complying with the terms thereof.
14. The City of Troy intends that all Proposers have equal access to information relative to the RFQ/RFP, and that the RFQ/RFP contains adequate information. Part of the RFQ/RFP preparation has included discussions with prospective Firms; however, each Proposer shall prepare its Proposal based only on the information contained in the RFQ/RFP, notwithstanding any information that may have been previously provided. A prospective Proposer noting any inconsistency between the information contained in the RFQ/RFP and any information previously provided to it should request clarification prior to the Pre-Proposal Question Deadline. No information communicated, either verbally or in writing, to or from a Proposer shall be effective unless accompanied by written communication contained in the RFQ/RFP, an addendum to the RFQ/RFP, a request for clarification or written response thereto, or in the Proposal.
15. CONTRACTOR CHANGES OR ALTERATIONS TO RFP DOCUMENTS INCLUDING SPECIFICATIONS MAY RESULT IN AN RFP BEING CONSIDERED NON-RESPONSIVE. The only authorized Contractor changes to an RFP document will be in the areas provided for a bidder's response, including the "Exceptions" section of the proposal. If a change or alteration to the documents is undetected and the bidder is awarded a contract, the original terms, conditions, and specifications in the Authorized Version of the RFP document will be applicable during the term of the contract. The City of Troy shall accept NO CHANGES to the RFP document made by the Contractor unless those changes are set out in the "Exceptions" provision of the Authorized Version of the RFP document. It is the Contractor's responsibility to acquire knowledge of any changes, modifications or additions to the Authorized Version of the RFP document. Any Contractor who submits a proposal and later claims it had no knowledge of any changes, modifications or additions made by the City of Troy to the Authorized Version of the RFP document, shall be bound by the proposal, including any changes, modifications or additions to the Authorized Version.
16. If a proposal is awarded to a Contractor who claims that it had no knowledge of any changes, modifications or additions made by the City of Troy to the Authorized Version of the RFP, and that Contractor fails to accept the award, the City of Troy may pursue costs and expenses to re-bid the item from that Contractor. The Authorized Version of the RFP document shall be that document appearing on the MITN System with any amendments and updates.

17. The City of Troy officially distributes bid documents from the Purchasing Department or through the MITN website. Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from either the Purchasing Department or the MITN website are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the sources indicated, it is recommended that you register on the MITN Purchasing Group website, www.bidnetdirect.com/city-of-troy-mi, and obtain an official copy.
18. A successful bidder furnishing labor on City/public premises does agree to have his workers covered by Worker's Compensation, and furnish a Certificate of Insurance and Endorsement showing coverage for bodily injury and property damage and worker's compensation to the Purchasing Manager within 5 days of a verbal request. The "Company Representative" does warrant that by signing the RFQ/RFP document, the "additional insured endorsement" will be included in the Insurance Coverage supplied to the City as part of the specified requirements.
19. To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/ or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.
20. To the extent permitted by law, the City of Troy and the successful bidder waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, and the architect, architect's consultants, separate contractors, if any, and any of their subcontracts, subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this agreement or other property insurance applicable to the work. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged for this contract.
21. **BID DEPOSIT:** Each bid must be accompanied by a cashier's check, certified check, or money order to the City of Troy in the amount of **\$30,000.00** to insure the bid. BID BONDS ARE NOT ACCEPTABLE. A pdf version of this Certified Check must be included with your Electronic Bid Submission Response.

The original check of the successful bidder must be submitted prior to recommendation for award of bid.

The bid surety will be returned to the successful bidder upon submission of the specified, acceptable Performance, Labor and Materials Payment Bonds, and an executed one-year Maintenance Bond in the amount of 100% of the project in accordance with specifications.
22. **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.
23. **IMPORTANT:** Bids will be received *electronically* on the Bidnet Direct/MITN Purchasing Group website. Bid openings are being conducted in accordance with City Charter and Code utilizing Zooms. If interested, Bidders can attend bid openings utilizing Zoom. Bid opening information and meeting code is included below. Please contact Emily Frontera, Purchasing Manager, e.frontera@troymi.gov with any questions regarding the bid opening. Final bid results will be posted on the MITN website after award. Please register to see results - www.bidnetdirect.com/city-of-troy-mi.

SPECIAL INSTRUCTIONS

- A **Mandatory Pre-Bid Meeting** will be held on **Tuesday, January 17, 2022 at 9:00 am** at Troy City Hall Council Board Room located at 500 W Big Beaver Road, Troy, Michigan 48084. The meeting will be held with prospective bidders to answer and/or clarify questions regarding bid specifications and site plans. Weather permitting, a walkthrough of the project site(s) will take place after the **Mandatory Pre-Bid Meeting**. If the bidder does not attend the pre-bid meeting, that bidder will be considered *non-responsive* and no longer eligible for award.
- **Additional Information:** For additional information or questions concerning this project, please contact Emily Frontera, Purchasing Manager at E.Frontera@troymi.gov between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday. Submit questions on provided RFI Form included in Section 8: Attachments section of bid document. **All questions must be made in writing prior to Tuesday, January 31, 2023, end of business day.**
- Documents should be uploaded as two separate PDFs:
 - Qualifications to be combined into one file and named QUALIFICATIONS – TROY PAVILION
 - Fee Proposal Document to be combined and named FEE PROPOSAL – TROY PAVILION.

BID OPENING

Date & Time: Feb 9, 2023 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83710981842?pwd=VmpqKzdoUngzOTlrRzkySFc0ZWUxZz09>

Meeting ID: 837 1098 1842

Passcode: 065650

One tap mobile

+13017158592,,83710981842#,,,,*065650# US (Washington DC)

+13052241968,,83710981842#,,,,*065650# US

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

+1 646 931 3860 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 408 638 0968 US (San Jose)

Meeting ID: 837 1098 1842

Passcode: 065650

Find your local number: <https://us02web.zoom.us/j/83710981842?pwd=VmpqKzdoUngzOTlrRzkySFc0ZWUxZz09>



SECTION 3: CRITERIA FOR SELECTION

The City of Troy reserves the right to award this proposal to the firm considered the most qualified based upon a combination of factors including but not limited to the following:

- A. Compliance with qualifications criteria
- B. Completeness of the proposal
- C. Financial strength and capacity of the firm
- D. Correlation of the proposals submitted to the needs of the City of Troy
- E. Any other factors which may be deemed to be in the City's best interest
- F. Evaluation Process as outlined below:

Phase 1: Minimum Qualifications Evaluation (Pass/Fail)

Organizations will be required to meet minimum established criteria in order to be considered for the second phase of the process. Minimum qualifications include: Completeness of Proposal, Years in Business, Experience with Comparable Projects, Qualifications of Personnel, Work Approach and Positive References.

Phase 2: Evaluation of Proposals (100 Basis Points)

Each Committee member will independently use a weighted score sheet to evaluate the proposals; each Committee Member will calculate a total score. The scores of the Committee Members will be averaged into one score for each firm for this phase of the process. The following is the break-down of each criteria and weighed score applicable:

- Organization, History, and capabilities (10 Points)
- Qualification of Personnel and Staff specific to Project (40 Points)
- Project Approach (20 Points)
- Questionnaire (10)
- References (15 Points)
- Subconsultants (5 Points)

Phase 3: Interview Score (100 Basis Points)

Each Committee Member will independently use a weighted score sheet to evaluate the Interview; each Committee Member will calculate a total score. The scores of the Committee Members will be averaged into one score for each firm for this phase of the process. Those being interviewed may be supplied with further instructions and requests prior to the interview for additional criteria for evaluation. Persons representing the firm at the interview must be the personnel who will be assigned to this contract.

Phase 4: Fee Proposal (100 Basis Points)

Points for price will be calculated as follows:

$$[1 - (\text{Fee Proposal} - \text{Lowest Fee Proposal}) / \text{Fee Proposal}] \times \text{available points}$$

Phase 5: Final Scoring and Selection – based on scoring from Phase 2, Phase 3 and Phase 4

The organization with the highest final weighted score will be recommended to the Troy City Council for Award. The final weighted score shall be based on 100 point base of each category and the following percentages:

$$\begin{aligned} &30\% \times \text{Proposal Score} \\ &45\% \times \text{Interview Score} \\ &25\% \times \text{Detailed Price Proposal Score} \\ &100\% = \text{Final Weighted Score} \end{aligned}$$

Note: The City of Troy reserves the right to change the order or eliminate an evaluation phase if deemed in the City's best interest to do so.



Troy Pavilion

Section 4: Request for Qualifications / Request for Proposal Content

Page 1 of 2

SECTION 4: REQUEST FOR QUALIFICATIONS / REQUEST FOR PROPOSAL CONTENT

Request for Qualifications and Proposal documents must be prepared following the format identified below. The contractor should, at a minimum, include the following information regarding their approach to providing the requested services: Proposals should be succinct.

1. QUALIFYING CONDITIONS OF THE FIRM WHO SHALL BE RESPONSIBLE FOR THE TROY PAVILION PROJECT

A. Cover Sheet

A cover sheet must be submitted listing the name of the organization with names and phone numbers of persons who may be contacted to answer questions. Also, the cover sheet shall state who prepared the proposal and their contact information.

B. Table of Content

The contractor shall insert a comprehensive table of contents denoting all sections of the proposal.

C. Organization Information

Name, address, and brief description of organization, history, and capabilities. Organization shall identify itself as individual, or if doing business under assumed name, indicate assumed name, partnership (naming partners), corporation, foreign or domestic (naming principal officers), or government agency, and indicate official capacity of persons executing documents.

D. Qualifications and Experience

The organization will be an established business with a minimum of five (5) years' experience working with local municipalities and nonprofits, construction of open air buildings and working with multiple contractors. Describe the organization's capacity to service the City of Troy, including appropriately certified and trained personnel and experience and support for the services. Include qualifications of the specific staff to be assigned to this contract.

E. Project Approach

Briefly describe your understanding of the requested services and your organization's approach to providing these services. Indicate any unique qualifications, prior experience or similar projects to bolster your approach and understanding. Additionally, provide company specific measures such as QA/QC measures, Safety Programs and Procedures, and communication and documentation methodology to be implemented on project.

F. Questionnaire

Provide responses to the questions noted on the next page.

G. Positive References

Provide names, business or agency affiliation and telephone numbers of references that have had a similar contract relationship with your organization within the last three (3) years that best characterizes your quality and past performance. Provide any additional information your organization feels appropriate to substantiate qualifications, track record, and commitment to provide these services. References should include the following:

1. References from at least two (2) local government jurisdictions where your organization currently provides Construction Services. References could be included as part of questions below, or additional references.

H. Sub-contractor list

Provide a list of subconsultants who will be utilized on the project for the following trades (Provide additional subconsultants if further breakdown of work expected): Concrete, Landscaping, Mechanical, Electrical, Survey, Masonry, Carpentry.

2. FINANCIAL INFORMATION

The City of Troy reserves the right to require a bidder to show to the complete satisfaction of City staff that it has the necessary, abilities, and financial resources to provide the services specified herein. The bidder may also be required to give a past history in order to satisfy the City of Troy in regard to the bidder's qualifications. The City of Troy may make a reasonable investigation deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City of Troy all information for this purpose that may be requested.

QUESTIONNAIRE

1. Has your company successfully completed at least one (1) Timber Structure in the last 5 years?
 - a. If yes, please list:
 - i. Project Name
 - ii. Project owner
 - iii. Owner reference
 - iv. Project value \$
 - v. Brief description of project
2. Please list at least five (5) completed projects in the last five years of \$5M-\$10 million with similar organizations and project types.
 - a. Project Name
 - b. Project owner
 - c. Owner reference
 - d. Project value \$
 - e. Brief description of project
3. The ice rink contract will be held directly with the City of Troy, the coordination of the ice rink will be required by the General Contractor, because of this, as the GC please give a brief description of how your company plans to coordinate the installation of the ice rink with the overall pavilion/park project.



SECTION 5: BID PROPOSAL

PROPOSALS: The undersigned as bidder declares that he/she having examined the plans and specifications with the related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, hereby proposes to complete the Project which consists of construction of new park and pavilion within City of Troy Civic Center.

COMPANY NAME: _____

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

The scope of this project is the construction of a new Pavilion and utility building, associated site amenities and features, and installation of new underground utilities to service the new facility. The site includes an ice rink and associated mechanical equipment. The City has executed a contract with Serv-Ice for the installation of ice rink surface including concrete, cooling lines, sand and insulation and associated equipment. Additional items by Serv-Ice is noted on the drawings for reference. Contractor is to coordinate work with ice rink contractor to provide a completed and comprehensive project.

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

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

- Develop, coordinate and maintain project schedule.
- Obtain all permits and coordinate inspections.
- Review submittals for conformance with the design drawings and specifications.
- Set up and maintain job trailer(s), temporary utilities, site security, dumpsters, sanitary facilities, etc. to support construction.
- Provide full time job site supervision.
- Provide a safety representative and be responsible for safety precautions and programs.
- Routine job clean-up, debris removal, and dust control.
- Monitor compliance with permit conditions.
- Coordinate with design professional and issue field memos and clarifications as required.
- Construction survey services to be provided by Contractor.
- Review and provide monthly pay application for payment.
- Coordinate biweekly progress meetings.
- Maintain daily inspection records by varying site conditions.
- Coordinate inspections, materials testing, and special testing with design profession and City as required.
- Attend all contractor walk-throughs, final inspections and demonstrations.
- Organize and deliver as-built drawings, project records, manuals, warranties, product literature, etc.
- Final job site cleanup.
- Assistance and coordination of equipment startup and training.



SECTION 6: TERMS AND CONDITIONS

SIGNATURE

Each authorized representative of the organization must sign the RFQ/RFP with their usual signature and shall give their full business address. RFQ/RFP documents submitted by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. RFQ/RFP documents by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter. RFQ/RFP documents from governmental agencies must be signed by the principal authorized to bind it in the matter.

AWARD OF CONTRACT

The evaluation and award of this proposal shall be a combination of factors including, but not limited to: the completion of all information requested and detailed in the PROPOSAL, evaluation of the cost proposal, professional competence, references that include evidence of completion of at least five (5) projects of similar scope and size for municipalities, colleges and universities, cultural institutions, business district associations, etc. Firms must also demonstrate an understanding of the services required, and the correlation of the proposal submitted to the needs of the City of Troy and any other factors considered to be in the best interest of the City of Troy.

The City of Troy reserves the right to award to the firm providing the best value proposal, in whatever manner is deemed to be in the City's best interest; to award the proposal to the most effective total package which matches the City's needs; to reject a proposal which contains major deviations from specifications; to accept any or all optional features offered with additional pricing proposed, whatever is deemed to be in the City's best interest.

PURCHASE ORDER

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

CONTRACT FORMS

The Contractor must 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, Indemnification (Hold Harmless) Clause and return with your bid proposal.

DOWNPAYMENTS OR PREPAYMENTS

All proposals submitted with terms or any provisions in the proposal, which requires a down payment or prepayment of any kind will not be considered for award. The designated City representative will make payment approval of all items upon acceptance of the work being invoiced.

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.

TERMINATION FOR CONVENIENCE

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

COMPANY NAME: _____

PERMITS

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

MICHIGAN CONSTRUCTION LIEN ACT

The Contractor agrees that 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.

BOND SUBMITTAL

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

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.

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 proposal 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 proposal 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.

DOCUMENTS AND SUBMITTALS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Contractor shall deliver these items to the Owner in as a record of the Work as constructed.

USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Documents, and shall not unreasonably encumber the site with materials or equipment.

WORKING HOURS

The Contractor should be aware of the City of Troy Ordinance, Title IX, Chapter 88, Public Nuisance, that limit working hours to be between 7:00 am and 8:00 pm, Monday through Saturday. Applying for a variance to this ordinance will be the responsibility of the Contractor if longer working hours are required. Permission must be obtained from the City to work on Sundays and holidays.

COMPANY NAME: _____

UTILITY USE

Contractor to anticipate providing all own utilities unless coordinated with the City during Construction. The intent is if electrical is available, no metering is required. Water where/when available can be provided, will need to be metered if provided off meter or Construction meter at cost to contractor.

OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Contractor promptly after execution of any separate contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make a Claim.

When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

Unless otherwise provided in the Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Contractor under the Contract.

MUTUAL RESPONSIBILITY

The Contractor shall afford the Owner and separate contractors' reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Documents.

If part of the Contractor's Work depends upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to report shall constitute an acknowledgment that the Owner's or separate contractors completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors.

The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Contractor has with respect to the construction of the Owner or separate contractors.

CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

COMPANY NAME: _____

OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

PAYMENT APPLICATIONS AND PROJECT COMPLETION

Contract Sum: The Contract Sum is stated in this agreement.

PROGRESS PAYMENTS

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

PROPOSED PAYMENT SCHEDULE: Monthly

SCHEDULE OF VALUES

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Contractor, prior to the first Application for Payment after execution of the Purchase Order shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

Unless otherwise provided in the Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

The Contractor warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Documents.

RETAINAGE

A 10% retainage will be withheld from each payment of invoice for the first fifty (50) percent of the contractor's earned fee to a maximum retained amount equal to five (5) percent of the total amount of the contract value.

PROTECTION OF PERSONS AND PROPERTY

Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

COMPANY NAME: _____

SAFETY OF PERSONS AND PROPERTY

The Contractor shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

1. employees on the Work and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Contractor; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

INSPECTION OF WORK

All materials and each part or detail of the work shall be subjected at all times to inspection by the Designated City Representative, Inspector, or Agents of the Designated City Representative. The Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials. Any materials supplied under these specifications is subject to the described inspection. The Designated City Representative shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is necessary to make a complete and detailed inspection.

CORRECTION OF WORK

Before or After Substantial Completion. The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Contractor's expense.

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 closely coordinated with the City of Troy. The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. **Final Completion Date: December 1, 2023.**

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

MATERIAL SAFETY DATA SHEET

All City of Troy purchases require a Material Safety Data Sheet, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please provide copies of any relevant SDS at the time of award.

COMPANY NAME: _____

SIGNATURE PAGE

PRICES:

Price quoted 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 bid specifications.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

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

TAX ID _____

COMPANY _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

PHONE (____) _____ FAX (____) _____

REPRESENTATIVE NAME _____

(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

PAYMENT TERMS: _____ E-MAIL: _____

COMPLETION: **AS SPECIFIED** BID CHECK #: _____

EXCEPTIONS:

Any exceptions, substitutions, deviations, etc. from the City's specifications and this RFQ/RFP must be stated below. The reasons for the exception, substitution, deviation, etc. are an integral part of this RFQ/RFP process.

ACKNOWLEDGEMENT:

I, _____, certify that I have read the **Instructions to Bidders** (4 Pages) and that the Statement of Qualification documents contained herein were obtained directly from the City's Purchasing Department or Bidnet Direct (MITN) website, www.bidnetdirect.com/city-of-troy-mi and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

NOTE:

The City of Troy, at their discretion, may require the organization 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.

CURRENCY:

Contract prices will be in U. S. Funds.



PUBLIC ACT 57

STATE OF MICHIGAN

89th LEGISLATURE

REGULAR SESSION OF 1998

Introduced by Resp. Middaugh, Alley, Brackenridge, Olshove, Dobronski, Griffin, Gernaat, Walberg, Rhead, Richner, Kukuk, Callahan, Murphy, Thomas, Leland, Profit, Palamara, Wetters, McNutt, Varga, Gagliardi, Gustafson, Kilpatrick, Sikkema, Schermesser, Birkholz, Bodern, Dobb, Raczkowski and Perricone.

ENROLLED HOUSE BILL NO. 5607

AN ACT to require contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for the modifications of contracts for improvement to real property; to provide for remedies; and to repeal acts and parts of acts.

The People of the State of Michigan enact:

Sec. 1 As used in this act:

- (a) "Contractor" means a person who contracts with a governmental entity to improve real property or perform or manage construction services. Contractor does not include a person licensed under Article 20 of the Occupational Code, 1980 PA 299, MCL 339.2001 to 339.2014.
- (b) "Governmental Entity" means the state, a county, city, township, village, public educational institution, or any political subdivision thereof.
- (c) "Improve" means to build, alter, repair, or demolish an improvement upon, connected with, or beneath the surface of any real property, to excavate, clear, grade, fill, or landscape any real property, to construct driveways and roadways, or to perform labor upon improvements.
- (d) "Improvement" includes, but is not limited to, all or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, landscaping, trees, shrubbery, driveways, and roadways on real property.
- (e) "Person" means an individual, corporations, partnership, association, governmental entity, or any other legal entity.
- (f) "Real Property" means the real estate that is improved, including, but not limited to, lands, leaseholds, tenements, hereditaments, and improvements placed on the real property.

Sec. 2 A. contract between a contractor and a governmental entity for an improvement that exceeds \$75,000.00 shall contain all the following provisions:

- (a) That if a contractor discovers 1 or both of the following physical conditions of the surface or subsurface at the improvement site, before disturbing the physical condition, the contractor shall promptly notify the governmental entity of the physical condition in writing.
 - (i) A subsurface or latent physical condition at the site is differing materially from those indicated in the improvement contract.
 - (ii) An unknown physical condition at the site is of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the improvement contract.
- (b) That if the governmental entity receives a notice under subdivision (a), the governmental entity shall promptly investigate the physical condition.
- (c) That if the governmental entity determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the contract, the governmental entity's determination shall be made in writing and an equitable adjustment shall be made and the contract modified in writing accordingly.
- (d) That the contractor cannot make a claim for additional costs or time because of a physical condition unless the contractor has complied with the notice requirements of subdivision (a). The governmental entity may extend the time required for notice under subdivision (a).
- (e) That the contractor cannot make a claim for an adjustment under the contract after the contractor has received the final payment under the contract.

Sec. 3 (1) If the contractor does not agree with the governmental entity's determination, with the governmental entity's consent the contractor may complete performance on the contract.

(2) At the option of the governmental entity, the contractor and the governmental entity shall arbitrate the contractor's entitlement to recover the actual increase in contract time and costs incurred because of the physical condition of the improvement site. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and judgment rendered may be entered in any court having jurisdiction.

Sec. 4 If an improvement contract does not contain the provisions required under Section 2, the provisions shall be incorporated into and considered part of the improvement contract.

Sec. 5 This Act does not limit the rights or remedies otherwise available to a contractor or the governmental entity under any other law or statute.

Sec. 6 This Act is repealed effective December 31, 2001.

Enacting Section 1 This Act takes effect 180 days after the date this Act is enacted.

This Act is ordered to take immediate effect.

(Signed by John Engler, Governor of Michigan, at 3:00 p.m. on April 8, 1998)



SECTION 7: INSURANCE AND INDEMNIFICATION REQUIREMENTS

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

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

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

IMPORTANT: A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements SHALL be attached to the RFQ/RFP document at the time of submission of the RFQ/RFP to the Office of the City Clerk.

NOTE: Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

OTHER: Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

INSURANCE VERIFICATION:

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

WORKERS' COMPENSATION INSURANCE, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

COMPANY NAME: _____

COMMERCIAL GENERAL LIABILITY INSURANCE on an "Occurrence Basis" with limits of liability not less than \$3,000,000.00 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 \$3,000,000.00 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.

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY (OCP) Separate policy or per project aggregate under General Liability, \$3,000,000 per occurrence, \$3,000,000 aggregate, naming City of Troy as insured.

ADDITIONAL INSURED:

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

CANCELLATION NOTICE:

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

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

PROOF OF INSURANCE COVERAGE:

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

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

LETTER VERIFICATION:

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

FINAL INSURANCE CERTIFICATE SUBMISSION:

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

COMPANY NAME: _____



CITY OF TROY
INDEMNIFICATION (Hold Harmless) CLAUSE

To the fullest extent permitted by law,

_____ agrees to defend, pay on
(Name of Contractor / Organization)

behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract/agreement.

Contract / Agreement

Contractor/Organization representative signature/date

Witness

City of Troy representative signature/date

Witness



SECTION 8: ATTACHMENTS

CONTRACT FORMS:

Bidders should use the following form for additional information or questions concerning this project.

Forms during Bidding

- RFI (Request for Interpretation) Form

Bidders should complete and sign the following forms and return with your qualifications package.

Forms for Bid Proposal

- Legal Status of Bidder
- Non-Collusion Affidavit
- Certification Regarding Debarment, Suspension, And Other Responsibility Matters
- "Iran Linked Business"
- Proposer's Sworn and Notarized Familial Disclosure

Bidders should complete and sign the following form and return if providing no bid:

- Statement of No Bid (If applicable)

The following forms are provided for execution during project:

Forms for Contract Execution

- City of Troy Contract Form
- Performance Bond
- Labor and Materials Bond
- Maintenance and Guarantee Bond

Forms for Payment and Closeout

- Contractor's Affidavit
- Contractor's Declaration
- Final Waiver of Lien
- Consent of Surety to Final Payment



REQUEST FOR INTERPRETATION (RFI)

Project Name: _____

OHM Project Number: _____

Date: _____

RFI Number (Filled out by OHM):: _____

To: _____ From: _____

Re: _____ Contract _____

For: _____

Specification Section: _____

Paragraph: _____

Drawing Reference: _____

Detail: _____

Request: _____

Signed by: _____ Date: _____

Response: _____

☐ Attachments

Response From: _____

Date Received: _____

Signed by: _____

To: _____

Date Returned: _____

Date: _____

Copies: ☐ Owner ☐ Consultants ☐ _____ ☐ _____ ☐ File



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 _____ for
whom _____, bearing the office title of _____,
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:

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

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

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

SIGNATURE OF PERSON SUBMITTING BID

NOTARY'S SIGNATURE

Subscribed and sworn to before me this _____ day of _____, 20__ in and for _____
_____ County.

My commission expires:



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.

Name of Agency/Company/Firm *(Please Print)*

Name and title of authorized representative *(Please Print)*

Signature of authorized representative

Date

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



**VENDOR CERTIFICATION
THAT IT IS NOT AN
“IRAN LINKED BUSINESS”**

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

Vendor	
Legal Name	
Street Address	
City	
State, Zip	
Corporate I.D. Number/State	
Taxpayer I.D. #	

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: _____

Witness Signature: _____

Printed Name of Witness: _____



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

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

List any Familial Relationships:

BIDDER:

By: _____

Its: _____

STATE OF MICHIGAN

)ss.

COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2023, by



**STATEMENT OF NO BID
CITY OF TROY**

RFP NUMBER: RFP-COT 23-01

TITLE: Troy Pavilion

Please Send or Fax To:
City of Troy Purchasing Department
500 W. Big Beaver Rd.
Troy, MI 48084

FAX NUMBER: (248) 619-7608

We, the undersigned, have declined to respond on the subject RFQ/RFP for the following reasons:

Check All That Apply	REASON
<input type="checkbox"/>	Our company does not handle the type of product / service
<input type="checkbox"/>	We cannot meet the specifications nor provide an approved alternate – please explain below
<input type="checkbox"/>	Our company is not interested in responding at this time
<input type="checkbox"/>	Job is too small
<input type="checkbox"/>	Job is too large
<input type="checkbox"/>	Cannot be competitive
<input type="checkbox"/>	Liability Issues such as insurance, bonding, indemnification, hold harmless
<input type="checkbox"/>	Insufficient time to respond – please explain below
<input type="checkbox"/>	Our company's schedule would not permit performance of the specifications
<input type="checkbox"/>	Other – describe below

REMARKS:

COMPANY INFORMATION:

COMPANY NAME:

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

TITLE:

ORGANIZATION NAME:

ADDRESS:

FAX NUMBER: _____ TELEPHONE NUMBER: _____

IMPORTANT NOTE:

To qualify as a respondent to the RFQ/RFP, the ORGANIZATION must submit an RFQ/RFP or return this completed form.

VENDOR REGISTRATION: The City of Troy uses the MITN Purchasing Group website for vendor registration, bid and tabulation posting, award information and other processes. Final bid results will be posted on the Bidnet Direct (MITN) website after award. Please register to see results - www.bidnetdirect.com/city-of-troy-mi.



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

DRAFT

ARTICLES OF AGREEMENT, made and entered into this _____ day of _____

20____ by and between _____ of _____
(Name) (City and State)

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

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

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

WITNESS:

1. _____
(Contractor)

2. _____
(Title)

APPROVED: BY: _____
(Mayor)

City Manager or Designee

CITY OF TROY

(Owner)

RESOLUTION NUMER: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
City Attorney

ATTEST: _____
(City Clerk)



Performance Bond

KNOW ALL MEN BY THESE PRESENT, that we the undersigned _____
(Contractor Name)
_____ as Principal and
(Address)

(Surety Name & Address)
as Sureties, are hereby held and firmly bound unto the **City of Troy** in the full and just sum of Dollars (\$ _____) for the payment of which, well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the above named Principal has entered into a contract with the **City of Troy** dated the _____ day of _____ A.D. 20_____.

WHEREIN, said Principal has covenanted and agreed as follows to wit: To complete the performance for:
Job Title: **Troy Pavilion**

AND WHEREAS, this bond is given in compliance with and subject to the provisions of Act No. 213 of the Public Acts of Michigan, for the year 1963 and as may be amended by other Public Acts of Michigan.

NOW THEREFORE, the condition of the above obligation is such that if the said principal shall well and faithfully do and perform the things agreed to by such Principal to be done and performed under the annexed Contract according to the terms thereof, then this obligation shall be void, otherwise the same shall remain in full force and effect.

AND PROVIDED, it is mutually agreed and understood that in cases where changes are required, either by the Owner of the Owner's Engineer, or by mutual agreement, such changes shall not modify, discharge or release this bond.

Signed and Sealed this _____ day of _____ 20_____

Signed, Sealed and Delivered
in the Presence of:

(Principal)

By: _____

(Surety)

By: _____



Labor and Materials Bond

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
(Contractor Name)
_____ hereinafter called the Principal, and
(Address)
_____ hereinafter called the
(Surety Name & Address)

Surety, are held and firmly bound unto the people of the **City of Troy** in the sum of _____
dollars (\$ _____), in lawful money of the United States,
to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents. Sealed with seals, and dated this
_____ day of _____ A.D. 20_____.

WHEREAS, the above named Principal has entered into a contract with the **City of Troy** dated the _____
_____ day of _____ A.D. 20_____.

WHEREIN, said Principal has covenanted and agreed as follows to wit: To furnish all labor and material for:
Job Title: **Troy Pavilion**

AND WHEREAS, this bond is given in compliance with and subject to the provisions of Act No. 213 of the
Public Acts of Michigan, for the year 1963 and as may be amended by other Public Acts of Michigan.

NOW THEREFORE, the condition of the obligation is such that if payment shall be made by the Principal to
any subcontractor or by him or any subcontractor as the same may become due and payable of all
indebtedness which may arise from him to a subcontractor or party performing labor or furnishing materials,
or supplies or any subcontractor to any person, firm, or corporation on account of any labor performed or
materials or supplies furnished in the performance of said contract then this obligation shall be void, otherwise,
the same shall be in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of said contract, or in the work to be
done under it, or the giving by the owner to the Contractor any extension of time for the performance of said
contract or any other forbearance on the part of either party to the other shall not in any way release the
Principal and the Surety or either of them, their heirs, executors, administrators, successors, or assigns from
extension of time or forbearance is hereby waived.

Signed, Sealed and Delivered
in the presence of:

(Principal) By _____

(Surety) By _____



Maintenance and Guarantee Bond

KNOW ALL MEN BY THESE PRESENTS, that _____

(Contractor Name & Address)

_____ as Principal, and _____

(Surety Name & Address)

_____ as Surety, are held and firmly bound unto **The City of Troy** in the sum of _____ Dollars (\$_____) good and lawful money of the United States of America, to be paid for to said, its legal representatives and assigns, for which payment well and truly to be made, we find ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents. Sealed with our seals and dated this _____ day of _____ A.D., 20_____

WHEREAS, the above named principal has entered into a certain written contract with

The City of Troy dated this _____ day of _____ A.D., 20_____.

WHEREIN the said principal covenanted and agreed as follows, to wit:

Troy Pavilion

NOW, THEREFORE, the condition of this obligation is such, that by and under said contract, the above named principal has agreed with the **City of Troy** that for a period of **one (1) year** from the date of final acceptance, to keep in good order and repair any defect in all the work done under said contract either by the principal or his sub-contractors, or his material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other work affected in making good such imperfections, shall also be made good all without expense to the Owner, excepting only such part or parts of said work as may have been disturbed without the consent or approval of the principal after the final acceptance of the work, and that whenever directed so to do by the **City of Troy** by notice served in writing, either personally or by mail, on the principal at

(Address)

or its legal representatives or successors, or on the surety at

(Address)

will proceed at once to make such repairs as directed by said **City of Troy**: and in case of failure so to do within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the said **City of Troy** shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof to, and receive same from said principal or surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the said **City of Troy** may take immediate steps to repair or barricade such defects without notice to the contractor. In such accounting the said **City of Troy** shall not be held to obtain the lowest figures for the doing of the work, or any part there, but all sums actually paid therefore shall be charged to the principal or surety. In this connection the judgment of the **City of Troy** is final and conclusive. If the said principal for a period of **two (1) year** from the date of final acceptance shall keep said work so constructed under said contract in good order and repair, excepting only such part or parts of said work

which may have been disturbed without the consent of approval of said principal after the final acceptance of the same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said **City of Troy** for any expenses incurred by making such repairs should the Principal or surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the said **City of Troy** from all suits and actions for damages of every name and description brought or claimed against it for or an account of injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of said principal, servants, agents, or employees, in the prosecution of the work included in said contract, and from any and all claims arising under the Workman's Compensation Act, so called, of the State of Michigan, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____ A.D., 20____.

Signed, Sealed and Delivered in the presence of:

_____	_____ (L.S.)
_____	_____ (L.S.)
_____	_____ (L.S.)

**Oakland County, Michigan
Contractor's Affidavit**

TO WHOM IT MAY CONCERN:

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

That he/she or she is _____ of the _____,
(Title) (Construction Company)

The contractor for the **Troy Pavilion** - This work is located within the City of Troy and is owned by the City of Troy, Oakland County, Michigan;

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

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

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

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

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

SIGNATURE

PRINT NAME & TITLE

DATE

NOTARY'S SIGNATURE

Subscribed and sworn to before me this _____ day of _____, 20____.



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

I hereby declare that I have not, during the period _____ to _____, A.D. 20____ Performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from _____ executed between myself and the City, and in the Change Orders for work issued by the City in writing as provided there under, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There _____ an itemized statement attached.
Is / is not

Date: _____

Contractor: _____

By: _____

Title: _____



**City of Troy
OAKLAND COUNTY, MICHIGAN
FINAL WAIVER OF LIEN**

FILE NUMBER: _____

LOAN NUMBER: _____

TO WHOM IT MAY CONCERN:

Whereas, the undersigned has been employed by: _____
(Construction Company)

To furnish _____ for the premises known as _____ which are owned by the City of Troy, Oakland County, and Michigan.

The undersigned, for and in consideration of, the sum of \$_____ and other good and valuable considerations, the receipt whereof is hereby acknowledged, do (es) hereby waive and release any and all lien or claim or right of lien under the statutes of the State of Michigan relating to mechanic's liens on the above described premises and improvements thereon, and on the moneys or other considerations due or to become due from the owner, on account of labor or services, material, fixtures or apparatus heretofore furnished or which may be furnished at any time hereafter by the undersigned for the above described premises.

Given under _____ hand and seal this _____ day of, _____ 20____.

Seal _____

Note: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used. Partner should sign and designate himself/herself as partner.

Consent of Surety To Final Payment

AIA DOCUMENT G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER: City of Troy

(Name & Address) 500 West Big Beaver
Troy, MI 48084

ARCHITECT'S PROJECT NO: _____

CONTRACT FOR: _____

PROJECT: _____

(Name & Address)

CONTRACT DATED: _____

BOND NO: _____

In accordance with the provisions of the Contract between the Owner and the Contractor as included above

(Insert Name and Address of Surety)

SURETY, on bond of

(Insert Name and Address of Contractor)

_____, CONTRACTOR

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety of any of its obligations to: _____

(Insert Name and address of Owner)

_____, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: _____

(Insert in writing the month by the numeric day)

Attest:
(Seal)

(Surety)

(Signature of authorized representative)

(Printed Names & Title)

Printed in cooperation with the American Institute of Architects (AIA) by the CAN Insurance Companies.

The language in this document conforms exactly to the language used in AIA Document G707 – Consent of Surety Company to Final Payment – 1994 Edition.

Sample Certificate for High Hazard Projects



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
00/00/20XX

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 ABC Insurance Agency 123 Main Street Anywhere, USA		CONTACT NAME: PHONE (A/C, No, Ext): 555-555-1234 FAX (A/C, No): 555-555-5678 E-MAIL ADDRESS: ADDRESS:															
INSURED XYZ Construction Company 456 Main Street Anywhere MI		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ABC Insurance Company</td> <td>00000</td> </tr> <tr> <td>INSURER B: DEF Insurance Company</td> <td>00000</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ABC Insurance Company	00000	INSURER B: DEF Insurance Company	00000	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: ABC Insurance Company	00000																
INSURER B: DEF Insurance Company	00000																
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR YVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> XCU Included GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		00-00-00-00	00/00/00	00/00/00	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPIOP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y		00-00-00-00	00/00/00	00/00/00	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		00-00-00-00	00/00/00	00/00/00	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	00-00-00-00	00/00/00	00/00/00	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 100,000 E L DISEASE - EA EMPLOYEE \$ 100,000 E L DISEASE - POLICY LIMIT \$ 500,000

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

Additional Insured - See Endorsement
 Cancellation Notice - See Endorsement
 Primary & Non-Contributory - See Endorsement

Project name: _____

CERTIFICATE HOLDER Entity Name Attn: Contact Name Entity Address City, State Zip	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 AGENT SIGNATURE
---	---

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Sample Additional Insured / Completed Operations Endorsement

POLICY NUMBER: 00-00-00-00

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

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
AS REQUIRED BY CONTRACT	
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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Sample Additional Insured & Primary /Non-Contributory Endorsement for General Liability

PI-GL-005 (07/12)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 00/00/00

Name of Person or Organization (Additional Insured):

The Member, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers

SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III - LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

Sample Cancellation Endorsement

**INTERLINE
ILD 90 07 03 11**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
TRADEMAN'S ADVANTAGE CONTRACTORS' POLICY

SCHEDULE

Name of Person or Organization and Mailing Address	Number of Days Notice
Member Name	30

The following is added:

If we cancel this policy, we will endeavor to mail written notice of cancellation:

1. At least 10 days before the effective date of cancellation for nonpayment of premium; or
 2. The number of days shown in the Schedule before the effective date of cancellation for any other reason;
- to the person or organization shown in the Schedule above, but failure to do so shall impose no obligation or liability of any kind upon us.

We will mail the notice of cancellation to the mailing address shown in the Schedule above by regular mail.



Troy Pavilion
Section 9 - Pricing
Page 1 of 1

PRICING

DIRECTIONS: IMPORTANT

ANY PAGE INDICATED AS "PRICING" MUST BE SEPARATE FROM THE QUALIFICATIONS PDF; MARK THE PDF AS INDICATED IN THE INSTRUCTIONS TO BIDDERS AND SUBMIT PROPOSAL DOCUMENTS ELECTRONICALLY ON THE BIDNET DIRECT (MITN) ON OR BEFORE THE RFP OPENING DATE AND TIME.



DOCUMENT 00 41 13 - BID FORM

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Project Name: **Troy Pavilion**
- C. RFP Number: **RFP-COT 23-01**
- D. Owner: City of Troy

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by OHM Advisors and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
 - 1. _____ Dollars (\$_____).
 - 2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 004323 "Alternates Form."

1.3 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within timeframe specified.

1.4 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
 - 1. Bid Form Supplement - Alternates.
 - 2. Bid Form Supplement - Allowances.

1.5 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Michigan and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.6 SUBMISSION OF BID

- A. Respectfully submitted this ____ day of _____, 2023
- B. Submitted By: _____ (Name of bidding firm or corporation).

END OF DOCUMENT 00 41 13



Troy Pavilion
Allowance Form
Page 1 of 1

DOCUMENT 00 43 21 - ALLOWANCE FORM

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Project Name: **Troy Pavilion.**
- C. RFP Number: **RFP-COT 23-01**
- D. Project Location: 500 W. Big Beaver, Troy, Michigan, 48085.
- E. Owner: City of Troy.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 01 21 00 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this ____ day of _____, 2023.
- B. Submitted By: _____ (Insert name of bidding firm or corporation).
- C. Authorized Signature: _____ (Handwritten signature).
- D. Signed By: _____ (Type or print name).
- E. Title: _____ (Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 21



DOCUMENT 00 43 23 - ALTERNATES FORM

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Project Name: **Troy Pavilion**
- C. RFP Number: **RFP-COT 23-01**
- D. Project Location: 500 W Big Beaver Rd, Troy, MI 48084
- E. Owner: City of Troy

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.

1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
 - 1. Cost-Plus-Fee Contract: Alternate price given below includes adjustment to Contractor's Fee.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 : Roof Insulation:
 - 1. ADD____ DEDUCT____ NO CHANGE____ NOT APPLICABLE____.
 - 2. _____ Dollars (\$_____).
 - 3. ADD____ DEDUCT____ calendar days to adjust the Contract Time for this alternate.



Troy Pavilion
Alternates From
Page 2 of 2

1.5 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this ____ day of _____, 2023
- B. Submitted By: _____(Insert name of bidding firm or corporation).
- C. Authorized Signature: _____(Handwritten signature).
- D. Signed By: _____(Type or print name).
- E. Title: _____(Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 23