



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM



Date: July 31, 2024

To: Robert J. Bruner, Acting City Manager

From: Megan E. Schubert, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kurt Bovensiep, Public Works Director
Dennis Trantham, Deputy Public Works Director
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 8: Best Value Award- Boulan Park Cricket Field Construction and Budget Amendment (Introduced by: Kurt Bovensiep, Public Works Director)

History

The surveys completed through the 2020-2024 Parks and Recreation plan indicates that there is a desire for a full-size Cricket field. However, the desire represents a smaller percentage when compared to other recreational opportunities such as paved and rustic walking paths, splash pad, and updated playground equipment. The City of Troy has made significant progress meeting these higher priority desires and is preparing to meet some desired amenities that were represented by a smaller respondent group.

The north-west area of Boulan Park was considered in the yearly 2000's to host a full-size Cricket field. One of the major concerns with this area was the removal of a large historic Oak tree. Within the last couple of years, the Oak tree had declined and has been removed. Now that the Oak tree is not a concern, City Staff and the Cricket Community believe this is the best location to host a full-size Cricket field.

In partnership with Rep. Sharon MacDonell, the City of Troy applied for a state grant to construct a full-size Cricket field. The application was successful and \$900,000 was included in the State of Michigan's 2024 budget. City Staff has completed all the requirements from the State of Michigan to begin receiving the grant funding.

City Staff has met with members of Troy's cricket community to better understand the desired requirements to make a cricket field the community will be proud of. The field in Mooresville, North Carolina was used several times as an example and staff modeled the field from this location. It is anticipated that the field will be eligible for certification through the International Cricket Council making it the first certified field in the State of Michigan.



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City Council awarded a contract with OHM Advisors to provide a Detailed Design that included construction documents and bidding assistance (RESOLUTION #2024-01-022-J-4a). Through the design process, OHM and City Staff included members of the Cricket community to participate in the design of the field and its amenities.

The City of Troy Planning Commission was presented a preliminary site plan for the Cricket Field addition at Boulan Park at the June 25, 2024 meeting and approved the plan with the addition of a pedestrian walkway from Northfield Parkway entrance to the park when construction occurs on that parking lot (RESOLUTION #PC-2024-06-038).

Purchasing

On May 30, 2024, the City of Troy posted an opportunity for interested firms to submit a Request for Proposal to construct the Cricket Field at Boulan Park. Six hundred ninety-seven (697) 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	697
Troy Companies notified via MITN	12
Troy Companies - Active email Notification	12
Troy Companies - Active Free	0
Companies that viewed the bid	126
Troy Companies that viewed the bid	3

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

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

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

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

On June 27, 2024, a bid opening was conducted as required by City Charter and Code. Three (3) proposal responses were received. Proposals were evaluated on qualifying conditions such as experience, staff credentials, knowledge, project approach and positive references. *Premier Group Associates, LC of Detroit Michigan* was the highest rated bidder satisfying all the requirements including having the lowest bid.

Note that during the evaluation of proposals, a typographical error was discovered regarding Premier Group's proposal for Alternate #1. In the best interest of the City, the City of Troy reached out to Premier Group and allowed for a correction to their proposal to Alternate #1. Premier Group Associates, LC was still found to be the highest rated vendor having the lowest bid and is being recommended for award.

Financial

\$98,500 of the \$900,000 Michigan Economic Development Corporation Grant Funds were used for the design and construction documents by OHM Advisors. The remaining available grant funds of \$801,500 are included in the Capital Fund- Parks Development with an associated Project Number of 2024C004 which will be re-appropriated to fiscal year 2025. The total construction cost that includes Alternate #1, asphalt pathway around the field, is \$759,669.26, and a contingency of 15% totals \$873,619.26 requiring a budget amendment of \$75,000.00, which will be the City of Troy's only financial contribution to the project.



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Recommendation

City Management recommends awarding a contract to *Premier Group Associates, LC, of Detroit, MI*, the highest rated bidder who satisfied all bid proposal requirements and the low bidder for the construction of a Cricket Field at Boulan Park for a total cost of \$759,669.26, which includes Alternate #1, asphalt pathway around the field, plus a 15% contingency of \$113,950.00, as per the amended pricing contained in the attached tabulation. City Management further requests a budget amendment to the 2025 Fiscal Year Capital Fund in the amount of \$75,000.00.

CITY OF TROY
 BID TABULATION
 CRICKET FIELD - BOULAN PARK

VENDOR NAME:		Premier Group Associates, LC	Premier Group Associates, LC - Amended Alt #1 7-23-24	Brencl Contractors, Inc.	Warren Contractors & Development, Inc.
CITY:		Detroit, MI	Detroit, MI	Warren, MI	Shelby Twp., MI
CHECK #:		2017609677	2017609677	50121212	4466001841
CHECK AMOUNT:		\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
PROPOSAL: TO FURNISH ALL MATERIAL, LABOR, EQUIPMENT AND SERVICES, INCLUDING ALL SCHEDULED ALLOWANCES NECESSARY TO COMPLETE THE CONSTRUCTION OF A CRICKET FIELD AND AMENITIES (SCOREBOARD, DUGOUTS, SHED, SIDEWALLS, AND ASSOCIATED SITE WORK) WITHIN BOULAN PARK					
BASE BID PRICE \$		\$662,169.26	\$662,169.29	\$1,031,820.00	\$1,350,000.00
BID SUPPLEMENT		Dollars per Unit	Dollars per Unit	Dollars per Unit	Dollars per Unit
No. 1	Standard Concrete Sidewalk	\$11.00	\$11.00	\$15.00	\$10.00
No. 2	6-inch Concrete Sidewalk	\$14.00	\$14.00	\$18.00	\$12.00
No. 3	Hot Mix Asphalt (HMA) Path	\$14.00	\$14.00	\$9.00	\$8.90
ALTERNATES					
No. 1	HMA Sidewalk:				
	\$ Add/Deduct/No Change/N/A	(\$200,000.00)	\$97,500.00*	\$108,200.00	\$106,000.00
	Calendar Days to adjust Contract Time for this Alternative	Deduct 15 days	Add 15 days*	Not Specified	Add 10 Days
BASE BID PRICE \$ +/- ALTERNATES #1		\$462,169.26	\$759,669.26	\$1,140,020.00	\$1,456,000.00
No. 2	Sight Wall Alternate:				
	\$ Add/Deduct/No Change/N/A	(\$9,000.00)	(\$9,000.00)	(\$7,700.00)	No bid
	Calendar Days to adjust Contract Time for this Alternative	Deduct 5 days	Deduct 5 days	Not Specified	No bid
BASE BID PRICE \$ +/- ALTERNATES 1 & 2		\$453,169.26	\$750,669.26	\$1,132,320.00	\$1,456,000.00
Questionnaire Provided:	Y or N	Y	Y	Y	Y
Can Meet Insurance:	Y or N	Y	Y	Y	Y
References:	Y or N	Y	Y	Y	Y
Payment Terms:	Y or N	Net 30	Net 30	Not Specified	30 Days
Exceptions:		NONE	NONE	Not Specified	Y
Acknowledgement:	Y or N	Y	Y	Not Specified	Y
Signed Addendum:	Y or N	Y	Y	Y	Y
Forms:	Y or N	Y	Y	N	Y

* Premier Group Associates, LC amended cost and days to reflect adjusted pricing and construction time.

ATTEST:

(*Bid Opening conducted via a Zoom Meeting)

Dennis Trantham
 Andrew Chambliss
 Nellie Bert
 Dina Gates

Emily Frontera
 Purchasing Manager



ARTICLES OF AGREEMENT, made and entered into this 12th day of August, 2024 by and between Premier Group Associates, LC of Detroit, 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 24-13 Cricket Field – Boulan Park”**, 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.

SIGNED BY:

Signature of Authorized Representative (*Contractor*)

Contractor (Company Name)

Printed Name of Authorized Representative (*Contractor*)

Title of Authorized Representative

WITNESS:

Signature of Witness for Contractor

Printed Name of Witness

APPROVED BY (THE OWNER, CITY of TROY):

Purchasing Manager – Emily Frontera

Acting City Manager – Robert J. Bruner

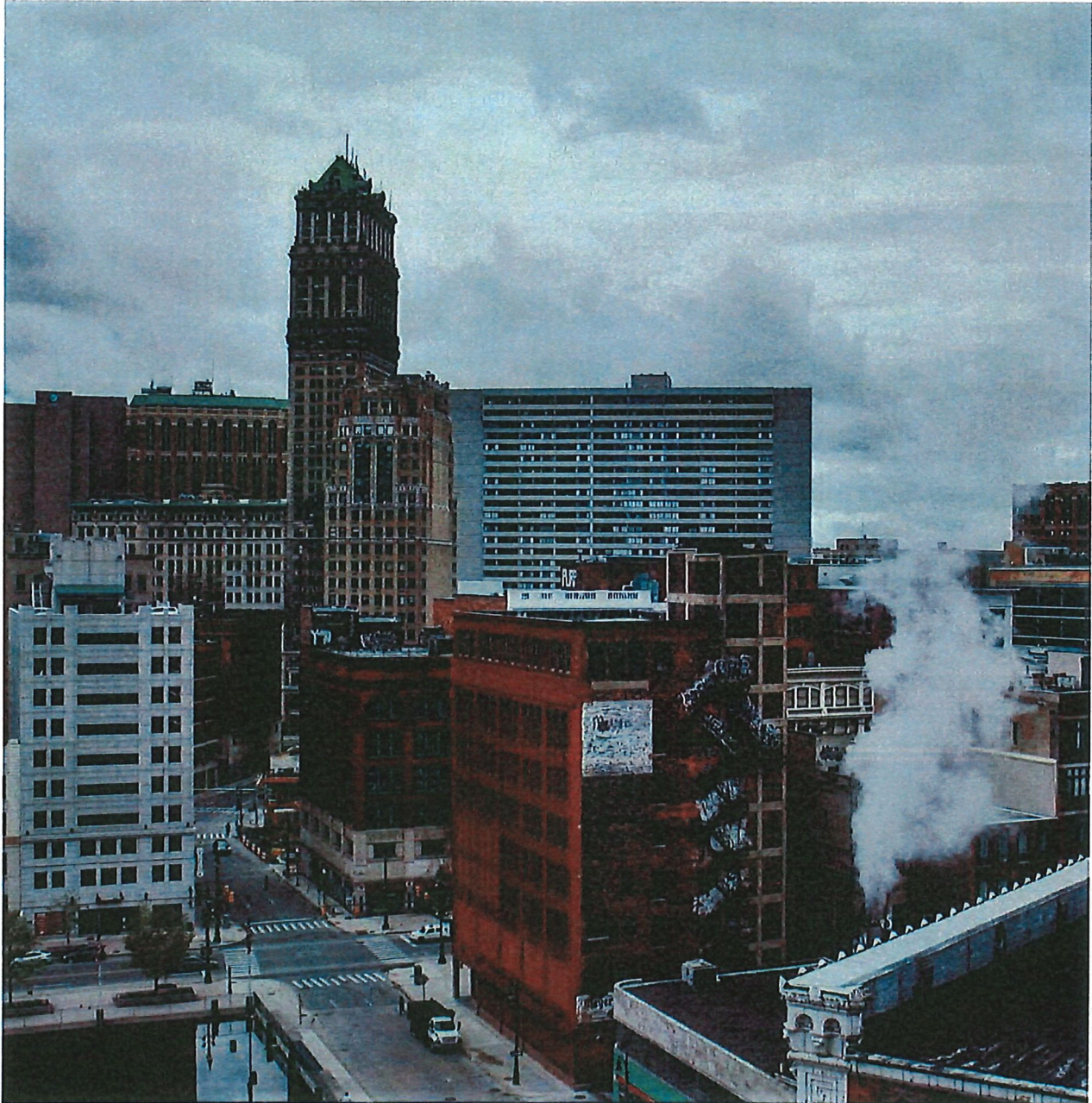
Mayor – Ethan Baker

RESOLUTION NUMBER: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
City Attorney – Lori Grigg Bluhm

ATTEST: _____
City Clerk – M Aileen Dickson



Cricket Field Construction - Boulan Park

City of Troy | 6.27.2024



"Being part of the revitalization journey allows me to witness the positive impact on people's lives, fostering a sense of pride and unity within our city."

- Elizabeth Belenky-Housey
Owner & Chief Executive Officer
Premier Group Associates



"The opportunity to be involved with the redevelopment and repurposing of the amenities of our City is a great honor; however, to see the finished product as it is activated and how it brings the community together is the real reward."

- Brad Byarski
Chief Operating Officer
Premier Group Associates

June 27, 2024

City of Troy
500 W Bid Beaver Road
Troy, MI 48084

Dear Emily Frontera,

Crafting the landscapes of tomorrow requires more than expertise; it demands a commitment to excellence that transcends boundaries. Premier Group Associates is excited to share our credentials and proposal, showcasing our proficiency to deliver impactful solutions. We look forward to the possibility of collaborating with the City of Troy to turn innovative visions into reality.

All In, All the Time.

Our philosophy is simple yet profound. This core value underscores our unwavering dedication to every project, ensuring a comprehensive and committed approach. Whether inspired by successful ventures across sectors or devising creative solutions for varied community needs, we bring an all-encompassing mindset to each endeavor.

Be Resourceful, Get It Done.

In the face of challenges, we thrive. The core value drives our team to transform obstacles into opportunities. We approach projects with a spirit of resourcefulness, finding inventive solutions and achieving tangible results. This value instills a proactive problem-solving ethos, ensuring success through adaptability and determination.

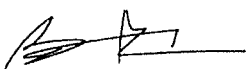
Reliable Anywhere, Reliable Everywhere.

This is more than a motto; it's a commitment to unwavering dependability. Premier Group Associates takes pride in consistently delivering high-quality results, showcasing reliability not only locally but across diverse geographical landscapes. This core value is the bedrock of our reputation as a reliable partner.

The Bottom Line.

Premier Group Associates is dedicated to delivering complete property solutions, ensuring that our clients' visions are not just met but exceeded. We strive to create spaces that not only meet the needs of today but contribute to the sustainability and vibrancy of tomorrow. Premier Group Associates invites you to join us on an exciting journey, where we craft not just places and solutions but memories and lasting pride within the community.

Sincerely,



Brad Byarski
Chief Operating Officer
Premier Group Associates

ABOUT US



Premier Group Associates, LC has been serving municipalities, commercial customers, schools, residential and utility companies for over 16 years. We are a full-service provider of property maintenance including all grounds (landscape, snow removal, garden beds, etc), site construction (including demolition, blight removal), and real-estate development. Our customers rely on us to provide turnkey solutions to their property maintenance needs. We are committed to beautifying communities within the state of Michigan.

PROPERTY SERVICES

We are a full-service provider of landscaping, maintenance for residential, commercial, government and municipalities. Clients we service include DPSCD, GLWA, SMART, The City of Detroit, Olympia Developments, Display Group. In addition to performing mowing, fertilizing, edging and trimmings services for both school properties and athletic fields, we also stripe, perform field repairs, and sanitize turf playing surfaces.

Landscaping services: on staff designer experienced in providing horticultural designs for single to multiple areas within a property or properties. Our design team is responsible for other non-plant-based requirements such as mulch, stone, pavers and lighting.

SERVICES

- Landscape & Grounds Maintenance
- Tree Removal & Stump Grinding
- Snow Removal
- Construction
- Site Work & Restoration
- Emergency Board Up & Restoration
- City Parks & Playground Renovations
- Athletic Field Design, Construction, & Maintenance
- Facility Maintenance
- Day Porter Services
- Demolitions
- Residential & Commercial Renovations
- Concrete & Asphalt Repairs
- Fertilization

OUR TEAM

Field – Our field team is responsible for mowing, edging, weeding and trimming occupied and vacant properties for commercial, residential and government properties. This group is responsible for planting flowers, trees and other green items. Installation includes pavers, mulch, planting beds, and playground areas. Our field team is on call for emergency services such as fallen trees or debris removal. Each maintenance team is led by a Crew Leader of at least five years of experience.

Leadership – Our leadership team brings decades of expertise to all facets of Premier Group Associates. From the foundation of our company - lawn care and snow removal experience, to where we stand today – a one-stop shop for all your property service need.

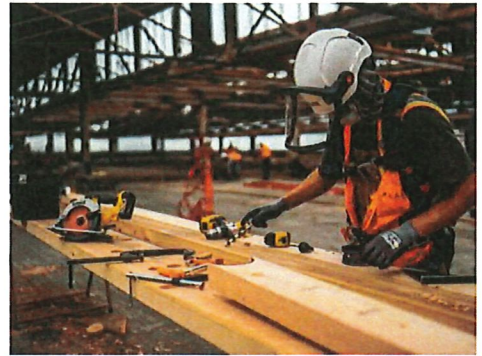


Detroit-Based
Business
Certification

PAVING THE WAY WITH EXPERTISE, VISION, AND CUSTOMER SATISFACTION

Rooted in over 30 years of facility maintenance experience, Premier Group Associates (PGA) was founded in 2007 when it began servicing Detroit Public Schools. We quickly expanded our offerings to include the development and upkeep of athletic fields and more intricate territories of earth work, property rehabilitation, and land transformation.

From our foundation as a lawn care and snow removal service to where we stand today as a comprehensive property maintenance group, we are dedicated to excellence and exceeding client expectations on every level, for every project.



CONSTRUCTION MANAGEMENT

Our Construction Management Division is centered around concierge building services. With a commitment to rebuilding communities through rehabilitation of residential and commercial properties, we provide a first-class general contracting and management team that specializes in design and construction, budgeting, and permitting.



GROUNDS MAINTENANCE & SNOW REMOVAL

Premier Group provides year-round grounds maintenance to ensure properties are in top shape for every season. Our services include landscape design, lawn care, installation, and irrigation, as well as construction and maintenance of athletic fields. We are ASCA certified for snow removal and de-icing to safeguard everything from sidewalks and steps to parking lots and roadways.



SITE WORK

We offer under- and above-ground solutions for transforming and restoring commercial properties. Our team has moved millions of yards of dirt in the development of subdivisions, parking lots, cemeteries, playgrounds, walking paths, and more. We manage everything from manhole cleaning, jetting, and reconstruction to storm and sanitary sewer/water line installations. We also specialize in bioswale construction, retention ponds, and stormwater management.



SPECIAL PROJECTS

We are experts in preserving land and properties through flood control, inspections, blight removal, day porter services, demolition, and tree planting and removal services. Our team delivers strategic, right-fit solutions based on a comprehensive needs-analysis for rental or vacant properties. We provide detailed damage reports, debris elimination and flood mitigation plans, and tree and brush removal for both commercial and residential customers.



PREMIER GROUP ASSOCIATES

Cultivating Better Communities

THE PREMIER PROCESS

STEP 1 **DISCOVERY**

Identify goals,
timeline & budget

STEP 2 **SOLUTIONS**

- Develop right-fit solutions
- Submit full proposal
- Finalize contract

STEP 3

PRE-PROJECT PLANNING

- Area mapping
- Acquire permits & secure vendors, if applicable

STEP 4 **COMMUNICATION**

Keep clients in the loop with real-time updates via our project management platform

STEP 5 **PROJECT COMPLETION & PRESERVATION**

- Final walk-thru
- Survey
- Long-term care recommendations

Project Staffing



Visionary
Elizabeth Housey-Belenky



Chief Operating Officer
Brad Byarski



VP of Snow & Grounds
Cessario Torres



VP of Special Projects
Javier Casillas



VP of Construction
Eric Peltola



Grass Division Leader
Askia Hill



Project Manager
Rob Williams



Account Manager
Mike Counsman



Senior Site Superintendent
Kevin Jackson



Elizabeth Belenky-Housey | Owner & Visionary

Betsy brings over 20 years of experience in the facility maintenance industry. Beyond managing daily operations and overseeing continued relationships with her customers, Betsy is committed to maintaining Premier Group's positive activity in Detroit. Her work philosophy, founded on a strong passion for community and family, is evident in her dedicated team and has led to worthwhile company achievements—from high-profile clients in the tri-county area, including contracts with the Big Three—to national deals. Betsy continues to invest in local communities and is working to foster stronger philanthropic involvement from her organization through larger-scale community outreach programs. Betsy received her BFA in Interior Architecture from Wayne State University. She is affiliated with Detroit Children's Center, Children's Hospital of Michigan, Detroit Swims, University of Michigan Women's Athletics, Detroit Hives, Capuchin Soup Kitchen, Gleaners, and Tau Beta.

Education

Wayne State University
Interior Architecture

Brad Byarski | Chief Operating Officer



Brad leads the Operations Team and has been instrumental in the growth and expansion from landscaping and snow removal to all facets that Premier Group is affiliated with today. Brad's 20-year background in real estate development and property management equips him with a keen understanding of the challenges building managers and owners face, enabling Premier Group to mitigate and reduce many of those trials through a highly proactive approach. In addition to providing long-range planning and oversight for the growth of the business, Brad also manages and oversees all special projects. His involvement in the overhaul of Antonio McDuffy Park in partnership with Project Evergreen, which transformed an outdated and underutilized park in Detroit's Piety Hill neighborhood, exemplifies his dedication to spearheading initiatives wherein different walks of life come together to share in the pride and protection of the community.

Education

Northwood University
Marketing Management

Eric Peltola | VP of Construction



- Provides engineering support on all construction and site work projects, interpreting construction drawings and certifying proper implementation in the field
- Usage of the total station instruments to set grades creating positive drainage on all sites and ensuring compliance with applicable codes
- Utilize CAD software to make design changes on behalf of clients, and to generate plans for permitting purposes
- Manages budgets for construction projects and scheduling of crews using project management platform
- Interacts with clients, engineers, subcontractors, and construction personnel on a daily basis

Education

University of Wisconsin-Madison
Biological Systems Engineering Natural Resources & Environmental Engineering

Certified Playground Safety Inspector
Environment Great Lakes Energy (EGLE) Construction & Industrial Storm Water Operator
OSHA 10 Certification



Cessario Torres | VP of Snow & Grounds

- Identify labor, material, and time requirements by visiting sites, studying scopes, blueprints, and related documents
- Compute costs by analyzing labor, material, and time requirements
- Meets maintenance financial standards by providing annual budget information; monitoring expenditures; identifying variance; implementing corrective action
- Evaluates functionality and reliability of facility systems and associated equipment by conferring with operating departments, identifying problems and requirements
- Certified in application of pesticide and fertilization
- Supervises team of 40 landscaping employees and 80 snow employees, and multiple subcontractors

OSHA 10 Certification
Commercial Pesticide Application



Javier Casillas | VP of Special Projects

- Manages day-to-day operations for Special Projects crew and responsibilities for quality control on each project
- Supervises team of 6 property maintenance, 20 blight removal and 3 cemetery employees
- Identify labor, material, and time requirements by visiting sites, studying scopes, and related documents
- Provides progress updates to office and client with daily reports via project management platform

Education
Michigan State University
Agriculture & Natural Resources-Horticulture

OSHA 10 Certification



Kevin Jackson | Senior Site Superintendent

- Oversee building and renovations projects
- Schedule site crew teams and subcontractors to ensure completion of each phase of work
- Manage budget for each project and ensure cost efficiency
- Order materials for projects based on client needs, budgets, and vendor supplies
- Ensure compliance with safety regulation on-site and with crew
- Conducts quality control checks daily on-site
- Provides progress updates to office and client with daily reports via project management platform

Education
Oakland Community College
Associates Degree

OSHA 30 - Construction Safety



Rob Williams | Project Manager

- On site supervisor and main contact for multiple cemeteries in Detroit
- Provide progress updates to office and client with daily reports via project management platform
- Determine necessary resources including manpower, equipment, and materials from start to finish with attention to budgetary limitations
- Ensure compliance with safety regulations on site and with crew
- Conduct quality control checks daily on site
- Work with families and funeral homes to arrange burials and locate gravesites
- Work alongside law enforcement for disinterment



Askia Hill | Grass Division Leader

- Oversee and manage all grass crews, ensuring all daily services are being completed to the highest standard upheld at PGA
- Plan and organize all work to meet deadlines and client expectations
- Manage teams performance and guarantee all jobs worked on are performing at a high level of productivity and quality
- Enforce safety protocols and procedures to ensure a safe working environment for all team members
- Train and develop team members in proper equipment operation, specific job techniques, and safety procedures

OSHA 10 Certification

Mike Counsman | Account Manager



- Build and foster relationships between PGA and existing clients and partners
- Manage a team of 60 field supervisors and personnel: including scheduling time, equipment, safety, badges, training, maintenance, and payroll
- Create and implement internal and external processes to effectively train employees provide continuous growth opportunities
- Build processes to ensure field teams are efficient and maintain consistency across projects
- Create new proposals in response to potential project RFQs
- Review government bid sites for facility maintenance opportunities
- Coordinate all crews and operations for snow services

Education
Oakland University
Political Science

OSHA 30 - Construction Safety



QUESTIONNAIRE

Please provide the following information and submit with your Proposal:

Company Name: Premier Group Associates, LC

Established: August 7 2027 State: MI Years in Business 17 years

NOTE: If additional space is needed throughout the questionnaire, please attach additional sheets numbered appropriately for identification.

1. Number of years of experience installing this type of work:

17 years

2. List the municipalities you have contracted with during the past three/five years with similar scope of work:

City of Detroit, Detroit Public Schools, and Rochester Community Schools.

3. List at a minimum, five separate projects completed in the past five years with a contract value of over \$750,000. Give organization name and contact information, if completed on time within budget, and project value.

Project Name	Organization/Contact Number	Value	Completed in budget
Jayne Field	City of Detroit 313.224.1100	\$1,100,000.00	Yes
O'Hair Park	City of Detroit 313.224.1100	\$1,000,000.00	Yes
Soccer Hubs	City of Detroit 313.224.1100	\$2,200,000.00	Yes
Athletic Field Maintenance	Detroit Public Schools 313.690.3454	\$820,000.00	Yes
Riverside Park	City of Detroit 313.962.2940	\$2,580,000.00	Yes

4. List all contract commitments your company currently holds. Give organization name, contract name, required date of completion, and value of contract.

Organization	Contract Name	Completion Date	Value
City of Dearborn Heights	Van Houten Park Improvements	September 2024	\$1,184,734.00
City of Detroit	Tireman Minock Park	July 2024	\$500,000.00
Clinton Valley Little League	Challenger Field	June 2024	\$261,260.00
City of Romulus	Mary Ann Banks Memorial Park	September 2024	\$283,095.00
City of Warren	Licht & Rentz Drainage	June 2024	\$432,754.00



QUESTIONNAIRE (continued) Page 2 of 3

5. What services would be provided by your company and what services would be subcontracted if applicable? Please include your company’s experience working with these contractors.

Premier Group Associates will self perform all work.

6. Provide a project schedule based on starting the work within ten (10) days after receiving “Notification to proceed.”

Demolition - 7 days

Concrete/asphalt - 7 days

Underground/grading - 30 days

Amenities - 10 days

Restoration - 5 days

7. Provide your company’s risk management process to identify and minimize potential problems. Include any potential risks relative to this project and what steps will be taken to minimize the impact to the project schedule and completion date.

Please see attached quality and risk control process.

8. List the number and types of equipment to be used on this project that you now own and is available for immediate use for on this project:

Please see attached equipment list.

9. Number of permanent employees in your company:

Supervisory: 10

Labor: 40

Operators: 10



QUESTIONNAIRE – continued Page 3 of 3

The foregoing questionnaire is a true statement of facts:

Authorized Signature: 
Print Name: Brad Byarski
Title: Chief Operating Officer Date: 6/27/2024
Company Name: Premier Group Associates, LC
Address: 2221 Bellevue, Detroit MI 48207
Phone Number: 313.963.1700
Email: shelby@pgalc.com or 203.383.0524



Cricket Field – Boulan Park
Section 5: Bid Proposal
Page 1 of 6

SECTION 5: BID PROPOSAL

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 a new cricket field and amenities (scoreboard, dugouts, shed, sidewalls, and associated site work) within City of Troy Boulan Park.

COMPANY NAME: Premier Group Associates, LC

BID PROPOSAL: CRICKET FIELD CONSTRUCTION – CITY OF TROY BOULAN PARK

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.
- Provide full time job site supervision when work is being conducted.
- 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 Owner and issue field memos and clarifications as required.
- 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 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.

SECTION 5: BID PROPOSAL – Bid Form

DOCUMENT 004113 – STIPULATED SUM (SINGLE -PRIME CONTRACT)

Company Name: Premier Group Associates, LC

Project Name: **Boulan Park Cricket Field**
Project Location: 1898 Boulan Park Dr, Troy, MI 48084.
Owner: City of Troy.
Architect: OHM Advisors.
Architect Project Number: 0128-23-0110

1.1 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:

BASE BID PRICE \$ 662,169.26

The above amount may be modified by amounts indicated by the Bidder on the attached Document 004322 "Unit Prices Form" and Document 004323 "Alternates Form."

1.2 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
1. Addendum No. 1, dated 6/19/2024.
 2. Addendum No. 2, dated _____.
 3. Addendum No. 3, dated _____.
 4. Addendum No. 4, dated _____.

1.3 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 - Unit Prices.

1.4 CONTRACTOR'S LICENSE

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

SECTION 5: BID PROPOSAL – Bid Form (continued)

1.5 SUBMISSION OF BID

- A. Respectfully submitted this 27th day of June, 2024.
- B. Submitted By: Premier Group Associates, LC (Name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Brad Byarski (Type or print name).
- E. Title: Chief Operating Officer (Owner/Partner/President/Vice President).
- F. Witnessed By:  (Handwritten signature).
- G. Attest:  (Handwritten signature).
- H. By: Shelby Hahn (Type or print name).
- I. Title: Bid Manager (Corporate Secretary or Assistant Secretary).
- J. Street Address: 2221 Bellevue St.
- K. City, State, Zip: Detroit, MI 48207.
- L. Phone: 313.963.1700.
- M. License No.: 2102220508.
- N. Federal ID No.: 45-0569048 (Affix Corporate Seal Here).

END OF DOCUMENT 004113

SECTION 5: BID PROPOSAL - Unit Prices Form

DOCUMENT 004322 - UNIT PRICES FORM

Company Name: Premier Group Associates, LC

Project Name: **Boulan Park Cricket Field**
Project Location: 1898 Boulan Park Dr, Troy, MI 48084.
Owner: City of Troy.
Architect: OHM Advisors.
Architect Project Number: 0128-23-0110

1.6 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work
- C. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

1.7 UNIT PRICES

A. Unit-Price No. 1: Standard Concrete Sidewalk.

1. eleven dollars (\$ 11.00) per unit.

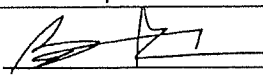
B. Unit-Price No. 2: 6-inch Concrete Sidewalk.

1. fourteen dollars (\$ 14.00) per unit.

C. Unit-Price No. 3: Hot Mix Asphalt (HMA) Path.

1. fourteen dollars (\$ 14.00) per unit.

1.8 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 27th day of June, 2024.
- B. Submitted By: Premier Group Associates, LC (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Brad Byarski (Type or print name).
- E. Title: Chief Operating Officer (Owner/Partner/President/Vice President).

SECTION 5: BID PROPOSAL – Alternates Form

DOCUMENT 004323 - ALTERNATES FORM

Company Name: Premier Group Associates, LC

Project Name: **Boulan Park Cricket Field**
Project Location: 1898 Boulan Park Dr, Troy, MI 48084.
Owner: City of Troy.
Architect: OHM Advisors.
Architect Project Number: 0128-23-0110

BID FORM SUPPLEMENT

F. This form is required to be attached to the Bid Form.

1.9 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.
- 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 effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.10 SCHEDULE OF ALTERNATES

A. Alternate No. 01: HMA Sidewalk:

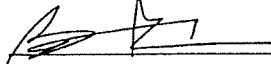
- 1. ADD ___ DEDUCT X NO CHANGE ___ NOT APPLICABLE ___.
- 2. two hundred thousand Dollars (\$ 200,000.00).
- 3. ADD ___ DEDUCT 15 calendar days to adjust the Contract Time for this alternate.

B. Alternate No. 02: Sight Wall Alternate:

- 1. ADD ___ DEDUCT X NO CHANGE ___ NOT APPLICABLE ___.
- 2. nine thousand Dollars (\$ 9,000.00).
- 3. ADD ___ DEDUCT 5 calendar days to adjust the Contract Time for this alternate.

SECTION 5: BID PROPOSAL – Alternates Form (Continued)

1.11 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 27th day of June, 2024.
- B. Submitted By: Premier Group Associates, LC (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Brad Byarski (Type or print name).
- E. Title: Chief Operating Officer (Owner/Partner/President/Vice President).

END OF DOCUMENT 004323



SECTION 6: TERMS AND CONDITIONS

PROPOSAL SIGNATURE:

Each authorized representative of the organization must sign the RFP with their usual signature and shall give their full business address. RFP documents submitted by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. 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. RFP documents from governmental agencies must be signed by the principal authorized to bind it in the matter.

CONTRACT AWARD:

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 RFP, price proposal, professional competence, references that include evidence of completion of at least three (3) projects of similar scope and size, understanding of the project, ability to meet deadlines, and the correlation of the proposal submitted to the needs of the City of Troy and all criteria selection factors considered to be in the best interest of the City of Troy. The intent of the award is to contract with one firm for this project.

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 which matches the City's needs; to reject a proposal which contains major deviations from specifications; to accept a proposal which has only minor deviations from specifications; or whatever is deemed to be in the City's best interest.

DOWNPAYMENTS AND PREPAYMENTS:

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

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.

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.

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.

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.

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.

CHANGE ORDERS:

Any adjustment in Contract Price made by Change Order, requires a fully developed itemized estimate of anticipated Cost of the Work involved, including materials, labor, and general conditions. A Fee for costs for profit are not to exceed 10% of the Work involved on work performed by Contractor and/or Subcontractors.

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.

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, 2024,

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.

PREVALING WAGES:

This is not a Prevailing Wage project.

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.

SIGNATURE PAGE

PRICES: Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm until successful completion and final acceptance of all specified requirements for this project.

SIGNATURE OF AUTHORIZED REPRESENTATIVE:  _____

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

COMPANY Premier Group Associates, LC

ADDRESS 2221 Bellevue St CITY Detroit STATE Mi ZIP 48207

PHONE (313) 963.1700 FAX (313) 963.0101

ORGANIZATION'S REPRESENTATIVE NAME Brad Byarski

(Print)

SIGNATURE OF AUTHORIZED REPRESENTATIVE:  _____

PAYMENT TERMS NET 30 E-MAIL shelby@pgalc.com

BID CHECK NUMBER 2017609677 WARRANTY: AS SPECIFIED IN BID DOCUMENT

COMPLETION DATE: AS SPECIFIED IN BID DOCUMENT AND SCOPE OF WORK

EXCEPTIONS:

Any exceptions, substitutions, deviations, etc. from the City's specifications and this RFP must be stated below. The reasons for the exception, substitution, deviation, etc. are an integral part of this RFP process.
No exceptions.

ACKNOWLEDGEMENT: I, Brad Byarski, certify that I have read the *Instructions to Bidders* (4 Pages) and that the proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN Purchasing Group 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 RFP document at the time of submission of the RFP to the MITN Purchasing Group website.

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

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

INSURANCE VERIFICATION:

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

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

COMMERCIAL GENERAL LIABILITY INSURANCE on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

COMPANY NAME: Premier Group Associates, LC

AUTOMOBILE LIABILITY, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

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.

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

EXCESS LIABILITY COVERAGE, \$2,000,000 Each Occurrence, \$2,000,000 in Aggregate Used (Intent: City wants to be sure there is \$3 million in coverage)

CONTRACTORS EQUIPMENT COVERAGE: Contractor is responsible for insuring all tools and equipment to be used on project and/or located on site.

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: Premier Group Associates, LC



June 19, 2024

Addendum 1
RFP-COT 24-13
Cricket Field – Boulan Park
Page 1 of 1

To All Bidders:

Please be advised, the following document has been submitted for clarification for **RFP-COT 24-13 Cricket Field - Boulan Park**. The clarification(s) and or change(s) will be considered an integral part of the original proposal document.

The corrections/changes are as follows:

- **The Electronic Proposal deadline date of June 20, 2024 shown in bold text in Section 2 - Instructions to Bidders (page 1) is incorrect. The correct deadline for Electronic Proposal submittal is on or before 10:00am Thursday June 27, 2024.**

Please be advised that the City of Troy Purchasing Department has authorized the following change regarding Bid Proposal **RFP-COT 24-13 Cricket Field -Boulan Park**. The CHANGES will be considered an integral part of the original proposal documents and to be included with the bid submission.

I, the undersigned bidder, have read this Addendum 1 and have integrated the clarification(s) and or change(s) into the *Bid Proposal* and *Specifications* for **RFP-COT 24-13 Cricket Field -Boulan Park**. All other items in the original bid proposal remain the same. This Addendum 1 should be attached to the electronic bid submission, on or before **Thursday, June 27, 2024 at 10:00 AM EDT** via MITN Purchasing Group Website.

COMPANY: Premier Group Associates, LC

NAME OF AUTHORIZED COMPANY REPRESENTATIVE: Brad Byarski

SIGNATURE: 

ADDRESS: 2221 Bellevue St

Detroit, MI 48207

DATE: 6/27/2024



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 Byarski, bearing the office title of Chief Operating Officer,
whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

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

<hr/>	<hr/>
-------	-------



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

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

is COO of Premier Group Associates. 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 27th day of June, 2024 in and for _____
Oakland County.

My commission expires:
6/23/2030





**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.

Premier Group Associates, LC

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

Brad Byarski, COO

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

Signature of authorized representative

6/27/2024

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	Premier Group Associates, LC
Street Address	2221 Bellevue St
City	Detroit
State, Zip	MI 48207
Corporate I.D. Number/State	801423673
Taxpayer I.D. #	45-0569048

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: Brad Byarski

Witness Signature:

Printed Name of Witness: Shelby Hahn



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

The undersigned, the owner or authorized officer of Premier Group Associates, LC (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 Premier Group Associates, LC and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

None

BIDDER:

Premier Group Associates, LC

By: 

Its: Brad Byarski COO

STATE OF MICHIGAN


)ss.

COUNTY OF Oakland)

This instrument was acknowledged before me on the 27th day of June, 2024, by

Brad Byarski



Shelby Hahn


Quality Control & Risk Management

1. Quality Policy and Objectives

- Quality Policy Statement: Develop a clear and concise quality policy that outlines the company's commitment to quality and customer satisfaction.
- Quality Objectives: Define measurable quality objectives that align with the policy and business goals. Examples include reducing rework rates, meeting project deadlines, and achieving high customer satisfaction scores.

2. Organizational Structure

- Quality Control Manager: Appoint a dedicated quality control manager responsible for overseeing the program.
- Quality Control Team: Establish a team of quality inspectors, engineers, and project managers who will implement and monitor quality control measures.

3. Documentation and Procedures

- Quality Manual: Create a quality manual that documents all quality control procedures, policies, and standards.
- Standard Operating Procedures (SOPs): Develop SOPs for critical processes like material procurement, construction techniques, safety protocols, and equipment maintenance.

4. Training and Certification

- Training Programs: Implement regular training programs for all employees on quality control practices, safety standards, and new technologies.
- Certification Requirements: Ensure key personnel hold relevant certifications, such as ISO 9001, OSHA safety certification, and others pertinent to the construction industry.

5. Inspection and Testing

- Material Inspection: Establish protocols for inspecting all materials upon delivery to ensure they meet specified standards.
- In-Process Inspections: Conduct regular inspections at various stages of construction to identify and rectify any deviations from quality standards.
- Final Inspection: Perform a comprehensive final inspection upon project completion to ensure all work meets the required specifications and client expectations.

6. Performance Monitoring and Reporting

- Quality Metrics: Define key performance indicators (KPIs) to monitor the effectiveness of the quality control program, such as defect rates, rework costs, and inspection pass rates.
- Regular Reporting: Implement a system for regular reporting on quality metrics to senior management and stakeholders.

7. Continuous Improvement

- Feedback Mechanism: Create channels for feedback from clients, employees, and other stakeholders to identify areas for improvement.
- Quality Audits: Conduct periodic internal and external quality audits to ensure compliance with quality standards and identify opportunities for improvement.
- Review Meetings: Hold regular review meetings to assess the performance of the quality control program and implement improvements.

8. Health, Safety, and Environmental Considerations

- Safety Protocols: Integrate stringent safety protocols into the quality control program to ensure the safety of workers and the public.
- Environmental Impact: Implement measures to minimize the environmental impact of construction activities, including waste management and pollution control.

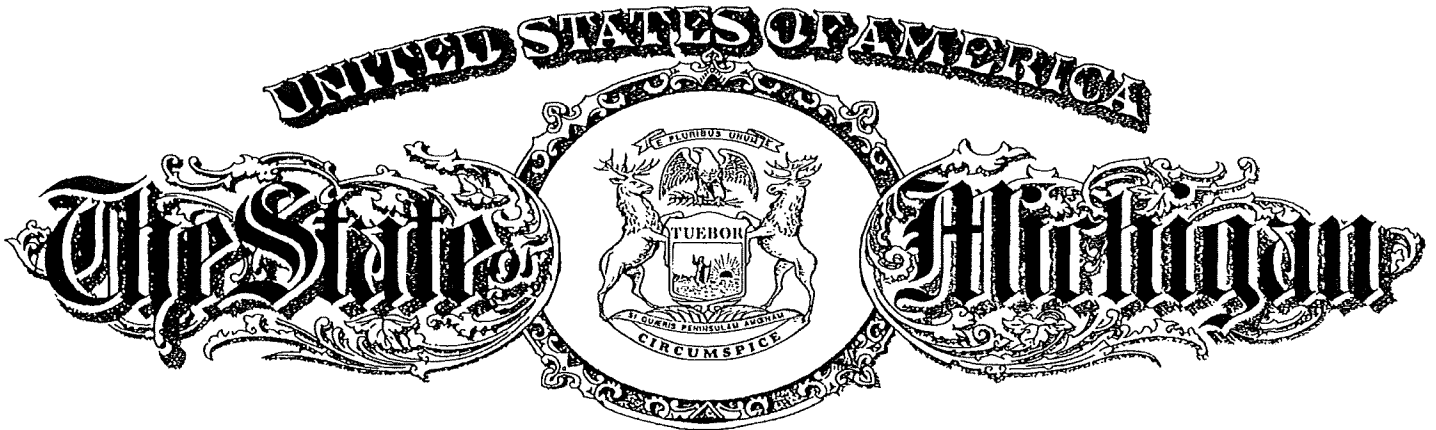
9. Client Communication and Satisfaction

- Client Involvement: Engage clients throughout the project lifecycle to ensure their requirements and expectations are met.
 - Satisfaction Surveys: Conduct client satisfaction surveys upon project completion to gather feedback and identify areas for improvement.
-

PGA EQUIPMENT LIST

#	Year	Make	Model	Serial No.
1		Turfco	Top Dresser F12D	85423
2		Schiller	Sod Cutter SC 1815.5	8145
3		Ryan	Sod Cutter	10149
4		Ryan	Sod Cutter	54495408290
5		Case	521D Loader	JEE0133245
6		Exmark	850 KAW Mower	402520547
7		Exmark	Viking 36 Hydro S Series	400726552
8		Vermeer	Chipper BC1800A	1VRN1312310033441
9		John Deere	Gator XUV825M	1M0825MACJM013617
10		John Deere	Gator XUV 8251	1M0825GETGM114688
11		John Deere	Gator XUV825M	1M0825MAVJM013487
12		Cat	Loader 906M AR	OH6602005
13		Cat	Attachment Stump Grinder SG16	MAP00995
14		Cat	Attachment 36 Auger	A19B
15		Cat	Backhoe 420	SNOSKR01622
16		Cat	Attachment 24	
17		Cat	Rubber Track Skid 289D AHQ	43601X
18		Cat	Attachment Skid Forks	
19		Cat	Rubber Track Skid 289 D3 AHQR	0JX901051
20		Cat	Attachment Skid Forks	
21		Cat	Attachment Sand Bag Make	
22			Front Loader 60" Bucker Grill Guard	
23			72" Overseeder	1302555
24			Aerator Towable	
25		Cat	PR184 (power box rake)	SNPRW02580
26		Z-Spray	Z-Max 60GAL Tank ZS52601	405528973
27		John Deere	Gator ZUV835M	1M0835MBHJM010437
28		John Deere	Gator XUV865M	1M0865MBCJM010044
29		Redmax	Trimmer RMBCZ260TS	20211000348
30		Redmax	Trimmer RMBCZ260TS	20211000349
31		Redmax	Trimmer RMBCZ260TS	20211000521
32		Redmax	Trimmer RMBCZ260TS	20211000542
33		Redmax	Trimmer RMBCZ260TS	20211000548
34		Redmax	Trimmer RMBCZ260TS	20211000548
35		Redmax	Trimmer RMBCZ260TS	20211000549
36		Redmax	Trimmer RMBCZ260TS	20211000550
37		Redmax	Trimmer RMBCZ260TS	20211000551
38		Redmax	Trimmer RMBCZ260TS	20211000552
39		Redmax	Trimmer RMBCZ260TS	20211000553
40		Redmax	Trimmer RMBCZ260TS	20211000556
41		Redmax	Trimmer RMBCZ260TS	20211000558
42		Redmax	Trimmer RMBCZ260TS	20211000560
43		Redmax	Trimmer RMBCZ260TS	20211000561
44		Redmax	Trimmer RMBCZ260TS	20211000562
45		Redmax	Trimmer RMBCZ260TS	20211000563
46		Redmax	Back Pack Blower RMEB77500	20211000278
47		Redmax	Back Pack Blower RMEB77500	20211000282
48		Redmax	Back Pack Blower RMEB77500	20211000295
49		Redmax	Back Pack Blower RMEB77500	20211000296
50		Redmax	Back Pack Blower RMEB77500	20211000296
51		Redmax	Back Pack Blower RMEB77500	20211000297
52		Redmax	Back Pack Blower RMEB77500	20211000298
53		Redmax	Back Pack Blower RMEB77500	20212000299
54		Paladin	Brush Hoq Skid Steer GSS72	578218
55		Redmax	Trimmer Straight 967194E16	
56		Redmax	Trimmer Straight 967194E16	
57		Redmax	Trimmer Straight 967194E16	
58		Redmax	Trimmer Straight 967194E16	
59		Redmax	Trimmer Straight 967194E16	
60		Redmax	Trimmer Straight 967194E16	
61		Redmax	Trimmer Straight 967194E16	
62		Redmax	Trimmer Straight 967194E16	
63		Redmax	Trimmer Straight 967194E16	
64		Redmax	Trimmer Straight 967194E16	
65		Redmax	Trimmer Straight 967194E16	
66		Redmax	Trimmer Straight 967194E16	
67		Redmax	Trimmer Straight 967194E16	
68		Redmax	Trimmer Straight 967194E16	
69		Redmax	Trimmer Straight 967194E16	
70				
71		Landpride	673LB Poly	1429630
72		Redmax	Hedge Trimmer 23	9.02E+22
73		Redmax	Hedge Trimmer 23	9.02E+22

74	Redmax	Trimmer Straight	20200600232
75	Redmax	Trimmer Straight	20200600241
76	Redmax	Trimmer Straight	20200600242
77	Redmax	Trimmer Straight	20200600251
78	Redmax	Trimmer Straight	20200600252
79	Redmax	Edger Straight Shaft	20192400226
80	Redmax	Edger Straight Shaft	20192400229
81	Redmax	Edger Straight Shaft	20192400236
82	Redmax	Edger Straight Shaft	20192400237
83	Redmax	Pack Blower	20185000420
84	Exmark	Lazer X Series Kohler 60" Red 980	409164840
85	Snowrator	389CC 4-0 STB	
86	Graco	Field Laser Line Sprayer	
87	Graco	Field Laser Line Sprayer	
88	Bobcat	Miller Welder 255	MJ381108R
89	Yanmar	35HP Cab Tractor	100787
90	Exmark	Lazer Vanguard 60' Deck X-Series	411566008
91	Exmark	Lazer Vanguard 60' Deck X-Series	411565990
92	Exmark	Lazer Vanguard 60' Deck X-Series	411496342
93	Exmark	Lazer Vanguard 60' Deck X-Series	411355933
94	Exmark	Lazer Vanguard 60' Deck X-Series	411565994
95	Exmark	Lazer Vanguard 60' Deck X-Series	411566010
96	John Deere	Skid Steer 333G CTL	1T0333GMTPF43554
97	Exmark	Lazer X-Series 980 KOH 60	414819087
98	Exmark	Lazer X-Series 980 KOH 60	414961883
99	Exmark	Lazer X-Series 980 KOH 60	414961886
100	Exmark	Lazer X-Series 980 KOH 60	415232227
101	Exmark	Lazer X-Series 980 KOH 60	415232248
102	Exmark	Lazer X-Series 980 KOH 60	415232249
103	Verti	Drain Aerator	H2233913
104	Cat	289 D3 Rubber Track Skid	JX917259
105	Cat	289 D3 AHQB Rubber Track Skid	JX917246
106	Cat	906 ARQ	MZ600352



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

PREMIER GROUP ASSOCIATES, LC

was validly authorized on August 7, 2007, as a Michigan DOMESTIC LIMITED LIABILITY COMPANY and said limited liability company is validly in existence under the laws of this state and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the company is in good standing in Michigan as of this date.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 30th day of January, 2024.

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 24010624110

Verify this certificate at: URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Premier Group Associates LC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: August 31, 2012
Expiration Date: August 31, 2024
WBENC National Certification Number: 2005120872

WBENC National WBE Certification was processed and validated by Great Lakes Women's Business Council, a WBENC Regional Partner Organization.

Authorized by Michelle Richards, President
Great Lakes Women's Business Council



NAICS: 561210, 236220, 531312, 561720, 561730
UNSPSC: 30121803, 30221013, 70111703, 72000000, 72101703, 72102902, 72102903, 72141510, 72153100, 72153103, 72153106, 76110000



FY 2023 – 2024

Detroit Business Certification Program

This is to certify the business below has met all requirements set forth by the City of Detroit, Civil Rights, Inclusion & Opportunity Department as

Premier Group Associates LLC

**Detroit Based Business (DBB)
Detroit Headquartered Business (DHB)
Detroit Small Business (DSB)
Detroit Resident Based Business (DRB)
Woman-Owned Business Enterprise (WBE)**

Commencing **September 20, 2023**, expiring on **September 20, 2024**



DocuSigned by:

Tenika Griggs

FF584CDB98E341A...

**Tenika R. Griggs, Esq., Deputy Director
Civil Rights, Inclusion & Opportunity**

**City of Detroit
Michael E. Duggan, Mayor**

Kristy Cook

From: Rita via Smartsheet <automation@app.smartsheet.com>
Sent: Wednesday, April 17, 2024 12:23 PM
To: Subs
Subject: City of Detroit Business Clearance Application - Approved - Premier Group Associates, LC dba Premier Group Associates, LC Detroit Michigan - US

You don't often get email from automation@app.smartsheet.com. [Learn why this is important](#)



City of Detroit Business Clearance Application - Approved - Premier Group Associates, LC dba Premier Group Associates, LC Detroit Michigan - US

Dear Applicant,

The business clearance for Premier Group Associates, LC dba Premier Group Associates, LC located at 2221 Bellevue St. Detroit Michigan - US has been approved. It is valid through 04/17/25.

This email is proof of the clearance approval. If you need to provide approval documentation for any reason, please forward a copy of this email.

If you have any questions, please feel free to reach out to the Clearance Unit at CityofDetroitClearances@detroitmi.gov.

IMPORTANT: Tax years 2018 & 2019 may be subject to review and affect the clearance status.

Sincerely,

City of Detroit Clearance Unit
Phone Number - 313-224-3560 Option 4

Wayne  County
Human Relations Certifications

This certifies that
Premier Group Associates, LC

2221 Bellevue St.
Detroit, Michigan 48207

Has complied with all the requirements of the Wayne County Business Certification Program. This firm is hereby eligible to participate in Wayne County's procurement process utilizing the Equalization Credits for the following programs and/or has established compliance with Wayne County's Fair Employment Practices Resolution.

(Listed under the Certification Medallion is the date through which your Certification/Registration is valid.)



8/3/2025



5/27/2027



10/3/2025

M/WBE Registered through: 10/3/2025

Jaia Amorè

Jaia Amorè, Deputy Director



Warren C. Evans, County Executive

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Residential Builders Section
P.O. Box 30254
Lansing, MI 48909

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Company Builder License
Q.O. - Bradley Thomas Byarski

PREMIER GROUP ASSOCIATES LC
535 GRISWOLD ST
STE 1420
DETROIT, MI 48226

License No:
2102220508

Expiration Date:
05/31/2027

PREMIER GROUP ASSOCIATES LC
535 GRISWOLD ST
STE 1420
DETROIT, MI 48226

GRETCHEN WHITMER
Governor

**Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Company Builder License**

PREMIER GROUP ASSOCIATES LC
535 GRISWOLD ST
STE 1420
DETROIT, MI 48226

**Qualifying Officer:
Bradley Thomas Byarski
Qualifying Officer #
2101217074**

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

**License No.
2102220508**

**Expiration Date:
05/31/2027**

**This document is duly
issued under the laws of the
State of Michigan**

April 3, 2024

Re: PREMIER GROUP ASSOCIATES, LC bonding capacity

To Whom It May Concern:

Please be advised that J. Ryan Bonding is authorized by Pennsylvania National Mutual Casualty Insurance Company and Penn National Security Insurance Company ("Penn National Insurance") to issue fidelity and surety bonds for Premier Group Associates, LC. In our opinion, this company continues to be properly financed, well-equipped, and capably managed. This is a highly regarded client relationship.

We are willing to favorably consider executing surety bonds for single contracts up to \$2,000,000 within a \$5,000,000 bonded aggregate work program. **Larger contracts will also be considered on a case-by-case basis.**

Please understand that any arrangement for surety credit is a matter between the contractor and the surety and we assume no liability to any third parties. We reserve the right to perform normal underwriting at the time of any specific bond request, including without limitation, prior review and approval of relevant contract documents, and required bond forms. As such, this letter is not to be construed as an agreement to provide surety bonds for any particular project; but rather, it is offered as an indication of our confidence in this particular client and its management team. Any specific requests for bonds will be underwritten by Penn National Insurance on their own respective merits.

Pennsylvania National Mutual Casualty Insurance Company and Penn National Security Insurance Company ("Penn National Insurance") (NAIC #14990; 32441) is corporate surety with an A.M. Best Financial Strength Rating of "A- (Excellent)" and is categorized by A.M Best Company as belonging to the "XI (USD 750 Million to Less than \$1 Billion) Size Category. Penn National Insurance appears in the Federal Treasury Register (Dept. Circular 570) and is licensed to do business in the State of Michigan.

If you have any questions, please contact me at 616-425-2232.

Sincerely,



Kory Mortel
J. Ryan Bonding, Inc.
Attorney-in-fact for Penn National Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/18/2024

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

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

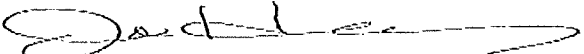
PRODUCER AssuredPartners of Michigan 13900 Lakeside Circle Sterling Heights MI 48313-1318		CONTACT NAME: Wayne Foster PHONE (A/C, No, Ext): (586) 323-5700 FAX (A/C, No): (586) 323-5703 E-MAIL ADDRESS: wfoster@sterlingagency.com	
INSURED Premier Group Associates, LLC 535 Griswold Suite 1420 Detroit MI 48226		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Grange Mutual Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2441836990 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPP 2875479	05/01/2024	05/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			CA2875480-00	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ Included
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP 2875481	05/01/2024	05/01/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 2875538	05/01/2024	05/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER City of Detroit @2 Woodward-CAYMC Suite #1008 Detroit MI 48226	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 

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Additional Named Insureds

Other Named Insureds

521 McCoy LLC	Limited Liability Company, Additional Named Insured
Andrew Housey	Individual, Additional Insured
Elizabeth Housey	Individual, Additional Insured
North Corktown Butternut LLC	Limited Liability Company, Additional Named Insured
Premier Group Associates Florida, LLC	Limited Liability Company, Additional Named Insured
Premier Group Associates LC	Doing Business As

SECTION 5: BID PROPOSAL – Alternates Form

DOCUMENT 004323 - ALTERNATES FORM

Company Name: Premier Group Associates, LC

Project Name: **Boulan Park Cricket Field**
Project Location: 1898 Boulan Park Dr, Troy, MI 48084.
Owner: City of Troy.
Architect: OHM Advisors.
Architect Project Number: 0128-23-0110

BID FORM SUPPLEMENT

F. This form is required to be attached to the Bid Form.

1.9 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.
- 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.

1.10 SCHEDULE OF ALTERNATES

A. Alternate No. 01: HMA Sidewalk:

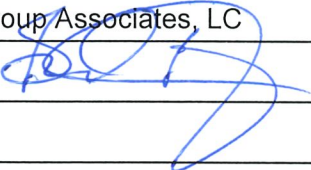
- 1. ADD X DEDUCT ___ NO CHANGE ___ NOT APPLICABLE ___.
- 2. ninety seven thousand, five hundred Dollars (\$ 97,500.00).
- 3. ADD 15 DEDUCT ___ calendar days to adjust the Contract Time for this alternate.

B. Alternate No. 02: Sight Wall Alternate:

- 1. ADD ___ DEDUCT X NO CHANGE ___ NOT APPLICABLE ___.
- 2. nine thousand Dollars (\$ 9,000.00).
- 3. ADD ___ DEDUCT 5 calendar days to adjust the Contract Time for this alternate.

SECTION 5: BID PROPOSAL – Alternates Form (Continued)

1.11 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 23rd day of July, 2024.
- B. Submitted By: Premier Group Associates, LC (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Brad Byarski (Type or print name).
- E. Title: Chief Operating Officer (Owner/Partner/President/Vice President).

END OF DOCUMENT 004323



May 30, 2024

TO: All Prospective Bidders
FROM: The City of Troy Purchasing Department
RE: Request for Proposal
RFP 24-13 Cricket Field – Boulan Park

The City of Troy Purchasing Department invites companies to review the attached 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. All interested parties are encouraged to attend. The City of Troy urges all interested parties to submit the enclosed 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 Proposal Content – 1 Page Questionnaire – 3 Pages
Section 5: Bid Proposal – 1 Page Bid Form – 2 Pages Unit Price Form – 1 Page Alternates Form – 2 Pages
Section 6: Terms and Conditions – 6 Pages Public Act 57 – 2 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: Technical Specifications – 115 Pages
Section 10: Drawings – 15 Pages



SECTION 2: INSTRUCTIONS TO BIDDERS

Sealed Request for Proposals for the **CRICKET FIELD at BOULAN PARK** for the **CITY OF TROY** will be **electronically** received by the City of Troy, 500 W. Big Beaver Road, Troy, MI 48084 until **THURSDAY June 27, 2024, 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; hard copy, emailed or faxed copies will not be accepted.**

ELECTRONIC PROPOSALS MUST BE ENTERED INTO BIDNET (MITN) PROCUREMENT SYSTEM ON OR BEFORE 10:00AM THURSDAY, JUNE 20, 2024.

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/or presentation of the proposal shall be wholly borne by the prospective bidder.
4. **TIMELY SUBMITTALS:** Late submittals will not be accepted.
5. All information requested herein shall be submitted with the Request for Proposal (RFP); failure to do so may result in rejection of the RFP as non-responsive and/or incomplete.
6. The City of Troy reserves the right in its sole discretion (for this and the other provisions of this RFP) to accept or reject any and all Proposals with or without cause, to waive any irregularity or informality in any 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 negotiate with the Proposers concerning their Proposals.
7. 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 website at www.bidnetdirect.com/city-of-troy-mi.
8. 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.

The following exception will apply to installation projects, when sales tax is charged to the awarded vendor(s) for materials to be installed during the project, that cost should be included in the unit cost and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

9. If further information regarding this proposal is required, please contact the Troy Purchasing Department at (248) 680-7291.
10. Each proposal that is received by the deadline will be evaluated on its merit and completeness of all requested information. In preparing proposals, bidders are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the City of Troy Purchasing Department. If a bidder finds a discrepancy, error, or omission in the RFP documents, or requires any written addendum thereto, the Respondent is requested to notify the Purchasing contact so that written clarification may be sent to all prospective Respondents. **THE CITY IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** No communication is permitted between Proposers and other City Departments, Divisions or Committee members prior to the award of the bid unless sanctioned by the Troy Purchasing Department.
11. If it becomes necessary to revise any part of the RFP, notice of the revision will be emailed to Firms in the form of an addendum issued on the MITN website. All addenda shall become a part of the 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. Acknowledgment by the Proposer should consist of including the addenda, as part of the Proposal.
12. 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.
13. 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.
14. The City of Troy officially distributes bid documents from the Purchasing Department or through the MITN Purchasing Group 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 website, www.bidnetdirect.com/city-of-troy-mi, and obtain an official copy.
15. 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 RFP document, the "additional insured endorsement" will be included in the Insurance Coverage supplied to the City as part of the specified requirements.

16. 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.
17. 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.
18. **Bid Deposit:** Each bid must be accompanied by a cashier's check or money order payable to the City of Troy in the **amount of \$10,000 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.

19. **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.
20. All bidders are held to stated prices, as accepted by the City, through proposal award, except the successful bidder whose prices shall remain firm for the entire contract period.
21. It is the vendor's responsibility to carefully check the figures bid, and understands he/she will be responsible for any error or omission in their bid offer and acknowledges receipt of all addenda as issued.

SPECIAL INSTRUCTIONS

- A **Pre-Bid Meeting** will NOT be required for this project.
- **Additional Information:** For additional information or questions concerning this project, please contact Emily Frontera at e.frontera@troymi.gov. Submit questions on provided RFI Form included in Section 8 - Attachments. All questions must be made in writing prior to Wednesday, June 19, 2024, end of business day.
- Proposal documents should be uploaded as a single PDF containing all required RFP documents, including bid proposal form, unit cost form, alternate form, RFP requested information, items noted in the instructions to bidder, and forms noted in Attachments Section.
- Proposals will be received electronically on the MITN Purchasing Group website on or before the time and date given below. Bid openings are being conducted in accordance with City Charter and Code utilizing Zoom and can be joined via your computer, tablet, or smartphone using the information 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.

BID OPEN – ZOOM MEETING URL

Date & Time: Jun 27, 2024 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/89800109119?pwd=WU1raEk4WEhkRWJIUHhhSHZYSXI3QT09>

Meeting ID: 898 0010 9119

Passcode: 896536

One tap mobile

+16469313860,,89800109119#,,,,*896536# US

+13017158592,,89800109119#,,,,*896536# US (Washington DC)

Dial by your location

• +1 646 931 3860 US

• +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)

• +1 408 638 0968 US (San Jose)

• +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

• +1 253 215 8782 US (Tacoma)

• +1 346 248 7799 US (Houston)

Meeting ID: 898 0010 9119

Passcode: 896536

Find your local number: <https://us02web.zoom.us/j/89800109119?pwd=WU1raEk4WEhkRWJIUHhhSHZYSXI3QT09>



SECTION 3: SELECTION PROCESS

A Committee comprised of City Staff will review the proposals. 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

Phase 1: BIDDER QUALIFICATIONS

Organizations will be required to meet minimum established criteria in order to be considered for award of this bid. Bidders must demonstrate that they are qualified by experience and capability to successfully construct the project within the Contract Time Frame and Contract Amount. Minimum qualifications include:

- Firm experience in the construction of at least 3 separate projects successfully completed within last 5-years.
- Firm experience in the construction of at least 5 separate projects each with a contract value of comparable amount to this project and completed within project budget.

Bidders who cannot meet the above minimum qualifications will not be considered for award. Documents necessary to show compliance with the above requirements must be provided within your proposal.

Phase 2: Evaluation of Proposals

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 criterion and weighed score applicable:

- Organization, History, and capabilities (10 Points)
- Qualification of Personnel and Staff specific to Project (35 Points)
- References (20 Points)
- Experience (20 Points)
- Questionnaire (10)
- Subconsultants (5 Points)

Phase 3: Price Proposal

Points for price will be calculated as follows:

$$\text{FORMULA: } \{1 - (\text{Proposal Price} - \text{Lowest Price}) / \text{Lowest Price}\} \times \text{available points}$$

Phase 4: Final Scoring and Selection

The firm with the highest final weighted score will be recommend to the Troy City Council for Award.

70% Proposal Evaluation Score (100 point base)
30% Price Score (100 point base)
100% Final Weighted Score

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.



SECTION 4: REQUEST FOR PROPOSALS - Cricket Field Project

The City of Troy is requesting that all proposers complete the Request for Proposal documents attached for the Cricket Field at Boulan Park. Bidders must pass the Bidders Qualifications phase of the process as detailed in Section 3: Criteria for Selection, in order to have their proposal considered. Proposals shall include the following information to demonstrate qualification and experience of proposed contractor team for the project. Please be sure to read and fully understand all portions of this Request for Proposal Document.

1. **QUALIFYING CONDITIONS OF THE FIRM WHO WILL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE CRICKET FIELD.**

A. **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.

B. **QUALIFICATIONS OF FIRM TO PERFORM PROJECT AS SPECIFIED**

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. Provide any additional information your organization feels appropriate to substantiate qualifications, track record, and commitment to provide these services.

C. **POSITIVE REFERENCES FOR THE FIRM**

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.

D. **PROJECT EXPERIENCE**

Provide minimum of 3 completed projects in the last five years of outdoor athletic field projects completed that demonstrate installation of slopes from 0.5% to 1.5%, with brief description on means and methods and quality assurance/quality controls utilized during construction.

E. **RESPONSE TO ATTACHED QUESTIONNAIRE**

Firms responding to the RFP will be required to provide responses to questions asked in the enclosed vendor questionnaire.

F. **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, Electrical, Survey, 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 facilities, abilities, and financial resources to provide the service 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 conduct 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 all information for this purpose that may be requested.



QUESTIONNAIRE

Please provide the following information and submit with your Proposal:

Company Name: _____

Established: _____ 20__ State: _____ Years in Business _____

NOTE: If additional space is needed throughout the questionnaire, please attach additional sheets numbered appropriately for identification.

1. Number of years of experience installing this type of work:

2. List the municipalities you have contracted with during the past three/five years with similar scope of work:

3. List at a minimum, five separate projects completed in the past five years with a contract value of over \$750,000. Give organization name and contact information, if completed on time within budget, and project value.

Project Name	Organization/Contact Number	Value	Completed in budget
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. List all contract commitments your company currently holds. Give organization name, contract name, required date of completion, and value of contract.

Organization	Contract Name	Completion Date	Value
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



QUESTIONNAIRE (continued)

- 5. What services would be provided by your company and what services would be subcontracted if applicable? Please include your company’s experience working with these contractors.

- 6. Provide a project schedule based on starting the work within ten (10) days after receiving “Notification to proceed.”

- 7. Provide your company’s risk management process to identify and minimize potential problems. Include any potential risks relative to this project and what steps will be taken to minimize the impact to the project schedule and completion date.

- 8. List the number and types of equipment to be used on this project that you now own and is available for immediate use for on this project:

- 9. Number of permanent employees in your company:

Supervisory: _____

Labor: _____

Operators: _____



QUESTIONNAIRE – continued

The foregoing questionnaire is a true statement of facts:

Authorized Signature: _____

Print Name: _____

Title: _____ Date: _____

Company Name: _____

Address: _____

Phone Number: _____

Email: _____



SECTION 5: BID PROPOSAL

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 a new cricket field and amenities (scoreboard, dugouts, shed, sidewalls, and associated site work) within City of Troy Boulan Park.

COMPANY NAME: _____

BID PROPOSAL: CRICKET FIELD CONSTRUCTION – CITY OF TROY BOULAN PARK

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.
- Provide full time job site supervision when work is being conducted.
- 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 Owner and issue field memos and clarifications as required.
- 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 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.

SECTION 5: BID PROPOSAL – Bid Form

DOCUMENT 004113 – STIPULATED SUM (SINGLE -PRIME CONTRACT)

Company Name: _____.

Project Name: **Boulan Park Cricket Field**
Project Location: 1898 Boulan Park Dr, Troy, MI 48084.
Owner: City of Troy.
Architect: OHM Advisors.
Architect Project Number: 0128-23-0110

1.1 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:

BASE BID PRICE \$ _____

The above amount may be modified by amounts indicated by the Bidder on the attached Document 004322 "Unit Prices Form" and Document 004323 "Alternates Form."

1.2 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
 - 1. Addendum No. 1, dated _____.
 - 2. Addendum No. 2, dated _____.
 - 3. Addendum No. 3, dated _____.
 - 4. Addendum No. 4, dated _____.

1.3 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 - Unit Prices.

1.4 CONTRACTOR'S LICENSE

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

SECTION 5: BID PROPOSAL – Bid Form (continued)

1.5 SUBMISSION OF BID

- A. Respectfully submitted this ____ day of _____, 2024.
- B. Submitted By: _____ (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).
- F. Witnessed By: _____ (Handwritten signature).
- G. Attest: _____ (Handwritten signature).
- H. By: _____ (Type or print name).
- I. Title: _____ (Corporate Secretary or Assistant Secretary).
- J. Street Address: _____.
- K. City, State, Zip: _____.
- L. Phone: _____.
- M. License No.: _____.
- N. Federal ID No.: _____ (Affix Corporate Seal Here).

END OF DOCUMENT 004113

SECTION 5: BID PROPOSAL - Unit Prices Form

DOCUMENT 004322 - UNIT PRICES FORM

Company Name: _____.

Project Name: **Boulan Park Cricket Field**
Project Location: 1898 Boulan Park Dr, Troy, MI 48084.
Owner: City of Troy.
Architect: OHM Advisors.
Architect Project Number: 0128-23-0110

1.6 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work
- C. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

1.7 UNIT PRICES

A. Unit-Price No. 1: Standard Concrete Sidewalk.

1. _____ dollars (\$ _____) per unit.

B. Unit-Price No. 2: 6-inch Concrete Sidewalk.

1. _____ dollars (\$ _____) per unit.

C. Unit-Price No. 3: Hot Mix Asphalt (HMA) Path.

1. _____ dollars (\$ _____) per unit.

1.8 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this ____ day of _____, 2024.
- 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).

SECTION 5: BID PROPOSAL – Alternates Form

DOCUMENT 004323 - ALTERNATES FORM

Company Name: _____.

Project Name: **Boulan Park Cricket Field**
Project Location: 1898 Boulan Park Dr, Troy, MI 48084.
Owner: City of Troy.
Architect: OHM Advisors.
Architect Project Number: 0128-23-0110

BID FORM SUPPLEMENT

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

1.9 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.
- 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.

1.10 SCHEDULE OF ALTERNATES

A. Alternate No. 01: HMA Sidewalk:

- 1. ADD ___ DEDUCT ___ NO CHANGE ___ NOT APPLICABLE ___.
- 2. _____ Dollars (\$ _____).
- 3. ADD ___ DEDUCT ___ calendar days to adjust the Contract Time for this alternate.

B. Alternate No. 02: Sight Wall Alternate:

- 1. ADD ___ DEDUCT ___ NO CHANGE ___ NOT APPLICABLE ___.
- 2. _____ Dollars (\$ _____).
- 3. ADD ___ DEDUCT ___ calendar days to adjust the Contract Time for this alternate.

SECTION 5: BID PROPOSAL – Alternates Form (Continued)

1.11 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this ____ day of _____, 2024.
- 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 004323



SECTION 6: TERMS AND CONDITIONS

PROPOSAL SIGNATURE:

Each authorized representative of the organization must sign the RFP with their usual signature and shall give their full business address. RFP documents submitted by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. 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. RFP documents from governmental agencies must be signed by the principal authorized to bind it in the matter.

CONTRACT AWARD:

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 RFP, price proposal, professional competence, references that include evidence of completion of at least three (3) projects of similar scope and size, understanding of the project, ability to meet deadlines, and the correlation of the proposal submitted to the needs of the City of Troy and all criteria selection factors considered to be in the best interest of the City of Troy. The intent of the award is to contract with one firm for this project.

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 which matches the City's needs; to reject a proposal which contains major deviations from specifications; to accept a proposal which has only minor deviations from specifications; or whatever is deemed to be in the City's best interest.

DOWNPAYMENTS AND PREPAYMENTS:

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

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.

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.

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.

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.

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.

CHANGE ORDERS:

Any adjustment in Contract Price made by Change Order, requires a fully developed itemized estimate of anticipated Cost of the Work involved, including materials, labor, and general conditions. A Fee for costs for profit are not to exceed 10% of the Work involved on work performed by Contractor and/or Subcontractors.

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.

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, 2024,**

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.

PREVALING WAGES:

This is not a Prevailing Wage project.

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.

SIGNATURE PAGE

PRICES: Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm until successful completion and final acceptance of all specified requirements for this project.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

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

COMPANY _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____
PHONE (_____) _____ FAX (_____) _____
ORGANIZATION'S REPRESENTATIVE NAME _____
(Print)

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PAYMENT TERMS _____ E-MAIL _____
BID CHECK NUMBER _____ WARRANTY: AS SPECIFIED IN BID DOCUMENT
COMPLETION DATE: AS SPECIFIED IN BID DOCUMENT AND SCOPE OF WORK

EXCEPTIONS:

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

ACKNOWLEDGEMENT: I, _____, certify that I have read the ***Instructions to Bidders*** (4 Pages) and that the proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN Purchasing Group 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 RFP document at the time of submission of the RFP to the MITN Purchasing Group website.

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

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

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

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

COMMERCIAL GENERAL LIABILITY INSURANCE on an “Occurrence Basis” with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

COMPANY NAME: _____

AUTOMOBILE LIABILITY, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

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.

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

EXCESS LIABILITY COVERAGE, \$2,000,000 Each Occurrence, \$2,000,000 in Aggregate Used (Intent: City wants to be sure there is \$3 million in coverage)

CONTRACTORS EQUIPMENT COVERAGE: Contractor is responsible for insuring all tools and equipment to be used on project and/or located on site.

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 bidding 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: _____ To: _____
Date Received: _____ Date Returned: _____
Signed by: _____ 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 _____, 2024, by



STATEMENT OF NO BID

RFQ NUMBER: RFP-COT 24-13
TITLE: Cricket Field – Boulan Park

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 SOQ for the following reasons:

Check All That Apply	REASON
	Our company does not handle the type of product / service
	We cannot meet the specifications nor provide an approved alternate – please explain below
	Our company is not interested in responding at this time
	Job is too small
	Job is too large
	Cannot be competitive
	Liability Issues such as insurance, bonding, indemnification, hold harmless
	Insufficient time to respond – please explain below
	Our company’s schedule would not permit performance of the specifications
	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 RFP, the ORGANIZATION must submit a RFP or return this completed form.

VENDOR REGISTRATION: The City of Troy uses the MITN website for vendor registration, bid and tabulation posting, award information and other processes. Final SOQ 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
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 **Cricket Field – Boulan Park**- 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.



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 "Cricket Field – Boulan Park", 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.

SIGNED BY:

Signature of Authorized Representative (*Contractor*)

Contractor (Company Name)

Printed Name of Authorized Representative (*Contractor*)

Title of Authorized Representative

WITNESS:

Signature of Witness for Contractor

Printed Name of Witness

APPROVED BY (THE OWNER, CITY of TROY):

Purchasing Manager – Emily Frontera

City Manager – Robert J. Bruner

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

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: **Cricket Field – Boulan Park**

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 _____
_____ hereinafter called the Principal, and _____
_____ hereinafter called the 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: **Cricket Field – Boulan Park**

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:

Cricket Field – Boulan Park

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 **one (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.)

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.

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.