

c) **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Painting Services**

Resolution #2018-05-077-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract to provide Painting Services on an as needed basis not to exceed budgetary limitations with two (1) year renewal options to the low bidder meeting specifications; *U&S Painting, LLC dba U&S Companies of Macomb, MI*, at unit prices contained in the bid tabulation opened February 22, 2018; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; contract to expire June 30, 2021.

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

**PURCHASE/SERVICE CONTRACT**

PAGE: 1 of 1

**Ship To**  
City of Troy  
Building Operations  
500 W BIG BEAVER RD  
TROY, MI 48084

**Bill To**  
City of Troy  
Building Operations  
500 W BIG BEAVER RD  
TROY, MI 48084

**No:** 2018-90000024  
**Date:** 05/14/2018

**FOB DESTINATION**

**Entered By:** MaryBeth Murz

**Vendor**  
**VENDOR NO.** 172520  
U & S PAINTING, LLC dba U & S  
COMPANIES  
51192 MILANO  
MACOMB, MI 48042

**CONTRACT DESCRIPTION**

Commence Date	Expiration Date	Renewal	Resolution #	Contract #	Amount
05/08/2018	06/30/2019	2 Times Annually	2018-05-077-J-4c	2018-90000024	See Below

**PAINTING SERVICES**

For a ONE (1) Year Contract to provide Painting Services on an as needed basis not to exceed budgetary limitations with two (1) Year Renewal Options at unit prices contained in the bid tabulation opened February 22, 2018.

Potential Three (3) year contract to expire 6/30/2021.

CITY COUNCIL AWARD DATE: 5/7/2018.

CERTIFICATE OF INSURANCE and ENDORSEMENT SHALL BE ON FILE FOR DURATION OF CONTRACT.

**TERMS & CONDITIONS**

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
  2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
  3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
  4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.
- NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

I HEREBY CERTIFY THAT THIS ORDER IS PROPERLY AUTHORIZED AND APPROVED.

  
MaryBeth Murz  
Purchasing Manager

City of Troy  
Purchase Order  
Painting Services

ITB-COT 18-10  
Page 1 of 1

Vendor Name:  
City:

**U&S Painting dba U&S Companies**  
**Macomb, MI**

**Furnish all equipment, material and labor, for ONE (1) year requirements for painting services (on an as needed basis) for the City of Troy with TWO ONE (1) year renewal options.**

Description	Unit of Measure	Price
Square Foot Rates- Interior Painting	Sq. Ft.	\$0.40
Square Foot Rates- Exterior Painting Under Single Story In Height	Sq. Ft.	\$0.65
Square Foot Rates- Exterior Painting Over Single Story In Height But Less Than Three Stories In Height	Sq. Ft.	\$0.85
Square Foot Rate - industrial, Non-Office, Non-Common area Painting	Sq. Ft.	\$0.60
Furniture/ Fixture Moving	Per Man Hr.	\$28.00
Repair/Replace Damaged Wood	Linear Ft.	\$8.50
Square Foot Rate- Painting Ceiling Roof Decking	Square Foot	\$0.60
Markup On All Material Purchases	Percentage	20%
Per Door Rate - Door Painting	Per Door	\$110.00
Per Door Frame Rate - Door Frame Painting	Per Door Frame	\$35.00
Per Window Rate - Window Painting	Per Window	\$45.00

Contact Information:

24 hour Phone #:

248-260-8006

Site Inspection:

2/12/2018

Insurance Met:

Yes

Payment Terms:

30 Days

Warranty:

3 Years

Exceptions:

None

Acknowledgement:

Yes

Forms:

Yes

Opening Date: 2/22/2018  
Reviewed Date: 2/22/2018

Bid Tabulation  
City of Troy  
Painting Services

ITB-COT 18-10  
Page 1 of 1

Vendor Name:	U&S Painting dba U&S Companies	Du-All Cleaning, Inc.	General Painting Company LLC
City:	Macomb, MI	Sterling Heights, MI	Rochester Hills, MI

**Furnish all equipment, material and labor, for ONE (1) year requirements for painting services (on an as needed basis) for the City of Troy with TWO ONE (1) year renewal options.**

Description	Unit of Measure	Price	Price	Price
Square Foot Rates- Interior Painting	Sq. Ft.	\$0.40	\$0.80	\$0.90
Square Foot Rates- Exterior Painting Under Single Story In Height	Sq. Ft.	\$0.65	\$0.60	\$1.50
Square Foot Rates- Exterior Painting Over Single Story In Height But Less Than Three Stories In Height	Sq. Ft.	\$0.85	\$0.80	\$2.20
Square Foot Rate - industrial, Non-Office, Non-Common area Painting	Sq. Ft.	\$0.60	\$0.50	\$1.00
Furniture/ Fixture Moving	Per Man Hr.	\$28.00	\$35.00	\$35.00
Repair/Replace Damaged Wood	Linear Ft.	\$8.50	\$0.50	\$20.00
Square Foot Rate- Painting Ceiling Roof Decking	Square Foot	\$0.00	\$1.00	\$0.95
Markup On All Material Purchases	Percentage	20%	19%	15%
Per Door Rate - Door Painting	Per Door	\$0.00	\$25.00	\$75.00
Per Door Frame Rate - Door Frame Painting	Per Door Frame	\$0.00	\$10.00	\$55.00
Per Window Rate - Window Painting	Per Window	\$0.00	\$15.00	\$55.00

Contact Information:

24 hour Phone #:  
Site Inspection:  
Insurance Met:  
Payment Terms:

Warranty:  
Exceptions:  
Acknowledgement:  
Forms:

248-260-8006	586-709-9517	586-405-6758
2/12/2018	2/12/2018	2/19/2018
Yes	Yes	Yes
30 Days	Net 30	30 Days
3 Years	2 Years, Material & Labor	One Year
None	None	None
Yes	Yes	Yes
Yes	Yes	Yes

Did not Submit Addendum 2

ATTEST:

MaryBeth Murz  
Sue Reisterer  
Laura Campbell

MaryBeth Murz,  
Purchasing Manager

Opening Date: 2/22/2018  
Reviewed Date: 2/22/2018

Bid Tabulation  
City of Troy  
Painting Services

ITB-COT 18-10  
Page 2 of 2

Vendor Name:	Anderson Paint Store LLC	Bella Paint & Design
City:	Detroit, MI	Rochester, MI

**Furnish all equipment, material and labor, for ONE (1) year requirements for painting services (on an as needed basis) for the City of Troy with TWO ONE (1) year renewal**

Description	Unit of Measure	Price	Price
Square Foot Rates- Interior Painting	Sq. Ft.	\$1.35	\$1.85
Square Foot Rates- Exterior Painting Under Single Story In Height	Sq. Ft.	\$1.35	\$1.85
Square Foot Rates- Exterior Painting Over Single Story In Height But Less Than Three Stories In Height	Sq. Ft.	\$1.35	\$3.00
Square Foot Rate - industrial, Non-Office, Non-Common area Painting	Sq. Ft.	\$1.35	\$2.50
Furniture/ Fixture Moving	Per Man Hr.	\$40.00	\$0.75
Repair/Replace Damaged Wood	Linear Ft.	\$4.00	\$10.00
Square Foot Rate- Painting Ceiling Roof Decking	Square Foot	\$1.35	\$0.00
Markup On All Material Purchases	Percentage	0	20%
Per Door Rate - Door Painting	Per Door	\$50.00	\$0.00
Per Door Frame Rate - Door Frame Painting	Per Door Frame	\$50.00	\$0.00
Per Window Rate - Window Painting	Per Window	\$75.00	\$0.00

Contact Information:

24 hour Phone #:

Site Inspection:

Insurance Met:

Payment Terms:

Warranty:

Exceptions:

Acknowledgement:

Forms:

248-747-6345	248-561-6969
2/12/2018	2/12/2018
Yes	Yes
15 Days	None
1 Year	None
None	None
Yes	Yes
Yes/ incomplete	Yes
Did not Submit Addendum 2	



February 6, 2018  
Addendum 1  
ITB-COT 18-10  
Painting Services  
Page 1 of 2

**To All Bidders:**

Please be advised that the City of Troy Purchasing Department has revised the Bid Proposal page 1 of 7 of *ITB-COT 18-10, Painting Services*. The CHANGES will be considered an integral part of the original proposal documents. Please use the attached *Revised Bid Proposal Page* attached to this addendum to offer pricing. Pricing offered shall remain firm for the duration of the contract.

I, the undersigned Bidder, have read this addendum and have integrated the changes into the Bid Proposal documents for ITB-COT 18-10, **Painting Services**. All other items in the original proposal document remain the same. This addendum should be attached to the top of the proposal packet at the time of submission on or before Thursday, February 22, 2018 at 10:00 A.M., EDT in the Office of the City Clerk.

COMPANY:

UTS Painting dba UTS Companies

NAME OF REPRESENTATIVE:

Evan Wilson  
(Print)

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

Evan Wilson

ADDRESS:

51192 Milano Drive  
Macomb MI

DATE:

2/20/18



**CITY OF TROY**  
**REVISED BID PROPOSAL FORM**

Addendum No. 1  
ITB-COT 18-10  
Page 2 of 2

The undersigned proposes to **FURNISH ONE (1) YEAR REQUIREMENTS FOR PAINTING SERVICES (On an as needed basis) FOR THE CITY OF TROY WITH TWO ONE (1) YEAR RENEWAL OPTIONS** in accordance with the attached specifications. The specifications are to be considered an integral part of this bid proposal, at the following prices:

COMPANY NAME: U+S Painting dba U+S Companies

	DESCRIPTION	UOM	PRICE
1	Square Foot Rate – Interior Painting	Square Foot	\$ .40
2	Square Foot Rate – Exterior Painting Under Single Story in Height	Square Foot	\$ .65
3	Square Foot Rate – Exterior Painting Over Single Story in Height But Less Than Three (3) Stories in Height	Square Foot	\$ .85
4	Square Foot Rate – Industrial, Non-Office, Non-Common Area Painting (i.e., Mechanical Rooms, Shop Areas, Fire Station Bays, etc.)	Square Foot	\$ .60
5	Furniture/Fixture moving	Per Man Hour	\$ 28.00
6	Repair/Replace Damaged Wood	Linear Foot	\$ 8.50
7	Markup On All Material Purchases	Percentage	% 20

**Contractors overhead, profit, equipment & transportation shall be included in the quoted rates. Painting Services shall be provided on an as needed basis. Cost per square foot shall be ALL INCLUSIVE for all work completed under the contract. The square foot price also includes any and all prep work. The City will not accept pricing per square foot per coat.**

**NOTE:** All items of work noted in the specifications that are not specifically noted in the bid proposal shall be considered as included in the contract and shall be completed at no extra cost to the City of Troy.  
**INFORMATION:**

For additional general information or questions concerning this project please contact **MaryBeth Murz, Purchasing Manager**, at **(248) 680-7291** between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday.



## INSTRUCTIONS TO BIDDERS

February 5, 2018

ITB-COT 18-10

Sealed bid proposals to furnish all equipment, material and labor, **PAINTING SERVICES** will be received by the City of Troy at the office of the City Clerk, 500 W. Big Beaver Road, Troy, MI 48084 until **Thursday February 22, 2018 at 10:00 AM E.S.T.**, after which time they will be publicly opened and read in the Troy City Offices. Late bid submittals will not be accepted. Bid responses are not accepted via fax transmissions.

**MARK ENVELOPES: ITB-COT 18-10 PAINTING SERVICES – ON THE LOWER LEFT-HAND CORNER.**

The bid proposals are to provide the services of a painter in completing various tasks involving the paint trade throughout the City of Troy on an as needed basis in accordance with the bid specifications. Specifications are listed in the bid proposal form on file in the office of the City Clerk.

All bids shall specify terms and show delivery dates. The City reserves the right to reject any or all bids, to waive any informality in the bid proposal received, and to accept any bid proposal or part thereof, which it shall deem to be most favorable to the interests of the City.

1. Any and all bids submitted must be on the City of Troy bid proposal forms. If more than one bid is submitted, a separate bid proposal form must be used for each. Forms are enclosed or obtainable at the City of Troy's Purchasing Department or on the MITN (Michigan Intergovernmental Trade Network) website at [www.mitn.info](http://www.mitn.info).
2. 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 shall apply to installation projects. When sales tax is charged to the successful bidder for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

3. All materials are to be F.O.B. delivered; freight paid to the respective work site(s). Please call 24 hours prior to delivery at (248) 524-3503 to allow a City representative to meet the truck(s) at the site.
4. If further information regarding this bid is required, please contact the Purchasing Department at (248) 680-7291.
5. VENDOR CHANGES OR ALTERATIONS TO BID DOCUMENTS INCLUDING SPECIFICATIONS MAY RESULT IN A BID BEING CONSIDERED NON-RESPONSIVE. The only authorized vendor changes to a bid document will be in the areas provided for a bidder's response, including the "Exceptions" section of the bid 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 bid document will be applicable during the term of the contract. The City of Troy shall accept NO CHANGES to the bid document made by the Vendor unless those changes are set out in the "Exceptions" provision of the Authorized Version of the bid document. It is the Vendor's responsibility to acquire knowledge of any changes, modifications or additions to the Authorized Version of the bid document. Any Vendor who submits a bid 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 bid document, shall be bound by the bid, including any changes, modifications or additions to the Authorized Version. If a bid is awarded to a Vendor who claims



5. VENDOR CHANGES *(Continued)*

that it had no knowledge of the changes, modifications or additions made by the City of Troy to the Authorized Version of the bid, and that Vendor fails to accept the bid award, the City of Troy may pursue costs and expenses to re-bid the item from that Vendor. The Authorized Version of the bid document shall be that bid document appearing on the MITN website with any amendments and updates.

6. The City of Troy officially distributes bid documents from the Purchasing Department or through the Michigan Intergovernmental Trade Network (MITN) website. Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from either the Purchasing Department or the MITN system 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.mitn.info](http://www.mitn.info) and obtain an official copy.
7. A successful bidder furnishing labor on City/public premises does agree to have its workers covered by Worker's Compensation, General Liability, and Automobile Liability and to furnish a certificate of insurance showing coverage to the City's Purchasing Department within five (5) business days of a verbal request. The "Company Representative" does warrant that by signing the proposal document, the "additional insured endorsement" will be included in the Insurance Coverage supplied to the City as part of the specified requirements.
8. 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.
9. 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.

**SPECIAL INSTRUCTIONS**

- All bidders are held to bid prices for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through project completion and final acceptance.
- Final bid results will be posted on the MITN website after award. Please register to see results - [www.mitn.info](http://www.mitn.info).



**CITY OF TROY  
BID PROPOSAL**

**ITB-COT 18-10**

Page 1 of 7

The undersigned proposes to **FURNISH ONE (1) YEAR REQUIREMENTS FOR PAINTING SERVICES (On an as needed basis) FOR THE CITY OF TROY WITH TWO ONE (1) YEAR RENEWAL OPTIONS** in accordance with the attached specifications. The specifications are to be considered an integral part of this bid proposal, at the following prices:

COMPANY NAME: \_\_\_\_\_

	DESCRIPTION	UOM	PRICE
1	Square Foot Rate – Interior Painting	Square Foot	\$
2	Square Foot Rate – Exterior Painting Under Single Story in Height	Square Foot	\$
3	Square Foot Rate – Exterior Painting Over Single Story in Height But Less Than Three (3) Stories in Height	Square Foot	\$
4	Square Foot Rate – Industrial, Non-Office, Non-Common Area Painting (i.e., Mechanical Rooms, Shop Areas, Fire Station Bays, etc.)	Square Foot	\$
5	Furniture/Fixture moving	Per Man Hour	\$
6	Repair/Replace Damaged Rood	Linear Foot	\$
7	Markup On All Material Purchases	Percentage	%

***Contractors overhead, profit, equipment & transportation shall be included in the quoted rates. Painting Services shall be provided on an as needed basis. Cost per square foot shall be ALL INCLUSIVE for all work completed under the contract. The square foot price also includes any and all prep work. The City will not accept pricing per square foot per coat.***

**NOTE:** All items of work noted in the specifications that are not specifically noted in the bid proposal shall be considered as included in the contract and shall be completed at no extra cost to the City of Troy.

**INFORMATION:**

For additional general information or questions concerning this project please contact **MaryBeth Murz, Purchasing Manager**, at **(248) 680-7291** between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday.

**DESIGNATED CITY REPRESENTATIVE:**

Dennis Trantham, Facilities and Grounds Operations Manager (248) 524-3503 ([dennis.trantham@troymi.gov](mailto:dennis.trantham@troymi.gov)) is the designated City Representative for this project.

**CONTACT INFORMATION:**

Hours of operation: 8:30am-5:00pm 24 Hour Phone No. 248-260-8006

Contact Person: Shannon Murray Phone No. 248-588-0675

**SITE INSPECTION:**

All bidders are required to examine sample sites to determine the amount of work to be done in accordance with the specifications. If a bidder does not conduct site inspections, that bidder is not eligible to submit a bid. Contact Mr. Dennis Trantham at (248) 524-3503 or [dennis.trantham@troymi.gov](mailto:dennis.trantham@troymi.gov) to schedule a site visit(s) between the hours of 8:00 am - 4:00 pm, Monday through Thursday.

☒ Our company visited the site on 2/12  
☐ Our company did not visit the site.

**DOWNPAYMENTS AND PREPAYMENTS:**

Any bid submitted which requires a down payment or prepayment for services prior to performance and acceptance, as being in conformance with specifications will not be considered for award. No payments will be made until work/ service is performed to the satisfaction of the authorized City representative.

**APPROVED ALTERNATES:**

The City of Troy's designated department representative or his/her designee will review all items submitted for consideration as approved alternates. Their decision as acceptability will be deemed in the City of Troy's best interest and will be final.

**MATERIAL AVAILABILITY:**

Bidders must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of their bid, and confirm delivery times. It is the responsibility of the bidder to notify the City immediately if items specified are discontinued, replaced, or not available for an extended period of time.

**DELIVERY:**

Materials are not to be delivered to the site(s) until work is to commence. Secure storage space will not be available for long-term storage. All materials are to be F.O.B. delivered, freight paid to the work location(s) in the City of Troy in accordance with the attached specifications.

**SAMPLES:**

Actual samples of quoted material may be requested at the discretion of the City of Troy's designated representative. Samples will be provided at no cost to the City and will become the property of the City of Troy. Submitted samples may be used for testing purposes.

COMPANY NAME: UTS Painting dba UTS Companies

**AWARD:**

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

The City of Troy reserves the right to award this bid to the lowest responsible total bidder meeting specifications; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations; or to award to multiple bidders; whatever is deemed to be in the City's best interest.

**LOCAL PREFERENCE:**

The City of Troy reserves the right to award a contract to a local business, one which pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid.

**CONTRACT FORMS:**

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment and the Certification regarding "Iran Linked Business" forms and return with your bid proposal.

**SUBCONTRACTORS:**

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council.

It will be the successful bidder's responsibility to ensure that any subcontractor performing work on this project is capable of doing the work as specified. The designated City representative retains the right to evaluate the work performed by or on behalf of the successful bidder and reserves the right to reject any work performed that is not in accordance with the specifications or is considered to be poor workmanship. Payment will not be made until the successful bidder has corrected any deficiencies found to the satisfaction of the designated City representative.

**PURCHASE ORDER:**

After the Troy City Council has approved the award recommendation and acceptable insurance is received, the successful bidder will receive a purchase order issued from the City of Troy, which will create a bilateral contract between the City of Troy and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with the bid specifications. A contract document will not be issued.

**COMPLETION DATE:**

Once the Contractor moves supplies and materials to the work site, work shall commence upon notice to proceed and be completed by determined by the City representative. The City of Troy is the only party to this contract that may authorize amendment to this schedule.

☒ Our Company can meet this delivery / installation schedule

☐ Our company cannot meet this delivery / installation schedule but offers:

COMPANY NAME: U&S Painting dba U&S companies

**REFERENCES:**

The City of Troy requires that your company list at least three (3) clients who have recently had similar work and material installed by your company; specifically at Fire Stations, Government entities or similar applications. If your company has done work for the City of Troy in the past, it is required the City be listed as one of your references.

COMPANY: City of Troy Police Department  
ADDRESS: 500 W. Big Beaver Rd Troy MI  
PHONE: 248-524-3447 CONTACT: David Quaiatto  
EMAIL: quaiattoj@troymi.gov

COMPANY: Eastern Michigan University  
ADDRESS: 825 Ann Street Ypsilanti MI 48197  
PHONE: 734-487-2278 CONTACT: Aida Beard  
EMAIL: abeard@emich.edu

COMPANY: City of Roseville Recreational Authority  
ADDRESS: 18185 Sycamore Roseville MI 48066  
PHONE: 586-445-5480 CONTACT: Anthony Lipinski  
EMAIL: alipinski@roseville-mi.gov

**IMPORTANT:**

The City shall have the right to require by written order, changes in, additions to, or deductions from the work required by the bid documents provided that if changes, additions, or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the Contract price, if any, because of any change, addition, or deduction in the work, shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the changes, additions, or deductions.

No claim for change, addition, or deduction, or adjusting of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of written order from the City specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the designated City representative before the commencement of the work. Where the written order diminishes the quality of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with.

COMPANY NAME: UTS Painting dba UTS Companies

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

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

☒ We can meet the specified insurance requirements.

☐ We cannot meet the specified insurance requirements.

☐ We do not carry the specified limits but can obtain the additional insurance coverage of \$ \_\_\_\_\_, at the cost of \$ \_\_\_\_\_.

**NOTE:** Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

☐ Our proposal is reduced by \$ \_\_\_\_\_ if we lower the requirement to \$ \_\_\_\_\_.

**NOTE:** Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

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

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

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

**INSURANCE VERIFICATION:**

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

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

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

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

COMPANY NAME: UTS Painting dba UTS Companies

**ADDITIONAL INSURED:**

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

**CANCELLATION NOTICE:**

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

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

**PROOF OF INSURANCE COVERAGE:**

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

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

**LETTER VERIFICATION:**

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

**FINAL INSURANCE CERTIFICATE SUBMISSION:**

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

COMPANY NAME: U&S Painting dba U&S Companies

## SIGNATURE PAGE

### PRICES:

Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through project completion.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Evan Wilson

### NOTE:

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

TAX ID: 26-4350240

COMPANY: UTS Painting aka UTS Companies

ADDRESS: 51192 Milano CITY: Macomb STATE: MI ZIP: 48042

PHONE: (248) 588-0675 FAX NUMBER: (248) 588-0683

REPRESENTATIVE NAME: Evan Wilson

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Evan Wilson<sup>(Print)</sup>

PAYMENT TERMS: 30 day WARRANTY: 3 years

CHECK INCLUDED: N/A E-MAIL: shannon@vandscompanies.com

COMPLETION: IN ACCORDANCE WITH SPECIFICATIONS.

### EXCEPTIONS:

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

### ACKNOWLEDGEMENT:

I, Evan Wilson, certify that I have read the *Instructions to Bidders* (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, [www.mitn.info](http://www.mitn.info) and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Evan Wilson

### IMPORTANT:

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

### NOTE:

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

### U.S. FUNDS:

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



## **CITY OF TROY PAINTING SERVICES**

<b>SPECIFICATIONS</b>
-----------------------

### **A. Scope of Work –**

The City of Troy seeks the services of a painter in order to complete various tasks involving the paint trade throughout the City of Troy on as needed basis in order to maintain City owned facilities. Typical projects include, but are not limited to: painting room(s) within a City of Troy building, exterior painting, etc. All preparation and clean-up shall be included. Preparation shall include minor repairs to drywall or exterior facades from hanging fixtures such as pictures, light fixtures, display boards, etc. Exterior caulking to seal areas of wind, water, or insect infiltration to the interior of the building shall be included in contractor's total pricing.

### **B. Contractor Qualifications**

1. The Contractor shall be duly licensed by the appropriate authorities to perform this work.
2. Insurance requirements shall be in accordance with the attached **SAMPLE CERTIFICATE AND ENDORSEMENT**.
3. The Contractor shall conform to all applicable Federal, State and Local laws.

### **C. General Specifications**

1. Each individual or company shall be responsible for visiting the example sites of the proposed work in order to fully acquaint him or herself with existing conditions so that the company may fully understand any difficulties and restrictions attending the execution of the work under the proposed contract. The failure or omission to receive and examine any documents, forms, instruments, addendum, or other information, or to visit the site and acquaint oneself with conditions existing there shall in no way relieve any individual or organization from any obligation with respect to the proposal or to the contract. The submission of a bid proposal shall be taken as prima facie evidence of compliance with this section.
2. Contractor guarantees the reimbursement, repair, replacement and/or restoration, to the satisfaction of the City, any property (City or private), destroyed or damaged by careless or accidental use of equipment or machinery in the performance of the contract. This shall include but not be limited to plant material, buildings, turf, asphalt, concrete, traffic signs, pedestrians, and automobiles.
3. The Contractor shall not sublet, assign or transfer the contract of any portion or any payment due to the contractor there under, without written consent of the City.
4. No work may be performed without a written Notice to Proceed or a Purchase Order issued by the Purchasing Department of the City of Troy.
5. Contractor shall respond to a work request within 24 Hours, seven days a week.
6. The Contractor shall use materials as specified in the specifications. Material other than specified will be permitted only after written application by Contractor and written approval by the City. Substitutions will only be allowed when in the best interest of the City.
7. The Contractor shall furnish all such equipment, tools and labor necessary to pursue work in an acceptable manner and to a speedy completion. This contract is based on the Contractor furnishing and using his/her own equipment, tools and labor which are suitable to carry out this contract in an efficient manner, unless otherwise herein specified.

**CITY OF TROY  
PAINTING SERVICES**

<b>SPECIFICATIONS (continued)</b>
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8. The Contractor shall keep the premises free from rubbish and debris at all times and shall arrange his or her material storage so as not to interfere with the City's operation of the job. Materials are not to be delivered to the site until work is to commence. All unused materials, rubbish and debris shall be removed from the site. The City shall hold the Contractor responsible for all materials until they are incorporated into the work and given final acceptance by the City of Troy
9. All local, municipal, and state laws, rules and regulations concerning or relating to any portion of this work are hereby incorporated into and made part of these specifications and their provisions shall be carried out by the contractor. Anything contained in these specifications shall not be construed to conflict with any of the above-mentioned rules or regulations.
10. All local, municipal, and state laws, rules and regulations concerning or relating to any portion of this work are hereby incorporated into and made part of these specifications and their provisions shall be carried out by the contractor. Anything contained in these specifications shall not be construed to conflict with any of the above-mentioned rules or regulations.
11. Any permits for the painting or any of the work included under this contract, which are required by any of the legally constituted authorities having jurisdiction shall be obtained by the Contractor at the proper time. Fees for any necessary permits will be waived by the City.
12. The Contractor agrees that he or she will not discriminate against any employee or applicant for employment during the performance of this contract with respect to hire, tenure, terms, conditions, or privileges of employment, or color, religion, national origin, age, sex, height, weight, or marital status.
13. The Contractor must conform to all Federal, State, and Local labor laws.
14. Any deviations from these specifications must be approved in writing by a designated representative in the Department of Public Works.
15. The City may, without invalidation of the original contract, order changes as may from time to time be deemed desirable or necessary. The Contractor will provide the City with a detailed estimate of the cost of the proposed change.

**1.1 Description:**

- .1 Section Includes: All labor, materials, tools and other equipment, services and supervision required to complete all interior repainting work as indicated on Finish Schedules and to the full extent of the drawings and specifications.
- .2 Work under this Contract shall also include, but not necessarily be limited to:
  - .a Moisture testing of substrates.
  - .b Surface preparation of substrates as required for acceptance of paint, including cleaning, small crack repair, patching, caulking, and making good surfaces and areas, high pressure washing and abrasive blasting..
  - .c Sealing / priming surfaces for repainting.
  - .d Provision of safe and adequate ventilation as required over and above temporary ventilation supplied by others, where toxic and/or volatile / flammable materials are being used.

## **1.2 Quality Assurance:**

- .1 This Contractor shall have a minimum of five (5) years proven satisfactory experience and shall show proof before commencement of work that he will maintain a qualified crew of painters throughout the duration of the work. When requested, Contractor shall provide a list of the last three comparable interior repainting jobs including, name, location, specifying authority / project manager, start / completion dates and value of the work.

## **1.3 Mock-Ups:**

- .1 When requested by the City Representative, prepare and repaint a designated interior surface, area, room or item to requirements specified herein, with specified paint or coating showing selected colors, gloss / sheen, texture and workmanship for review and approval. When approved, interior surface, area, room and/or items shall become acceptable standard of finish quality and workmanship for similar on-site repainting work.

## **1.4 Product Delivery, Storage and Handling:**

- .1 Deliver all painting materials in sealed, original labeled containers bearing manufacturer's name, brand name, type of paint or coating and color designation, standard compliance, materials content as well as mixing and/or reducing and application requirements.
- .2 Store all paint materials in original labeled containers in a secure (lockable), dry, heated and well ventilated single designated area meeting the minimum requirements of both paint manufacturer and authorities having jurisdiction and at a minimum ambient temperature of 45°F (7°C). Only material used on this project to be stored on site.
- .3 Where toxic and/or volatile / explosive / flammable materials are being used, provide adequate fireproof storage lockers and take all necessary precautions and post adequate warnings (e.g. no smoking) as required.
- .4 Take all necessary precautionary and safety measures to prevent fire hazards and spontaneous combustion and to protect the environment from hazard spills. Materials that constitute a fire hazard (paints, solvents, drop clothes, etc.) shall be stored in suitable closed and rated containers and removed from the site on a daily basis.

## **1.5 Project / Site Requirements:**

- .1 UNLESS specifically pre-approved by the City Representative the applied product manufacturer, perform no interior repainting work when interior ambient air and substrate temperatures and humidity level exceeds manufacturer's stated limits.
- .2 Perform no interior repainting work unless adequate continuous ventilation and sufficient heating facilities are in place to maintain minimum ambient air and substrate temperatures for 24 hours before, during and after paint application. Provide supplemental ventilating and heating equipment if ventilation and heating from existing system is inadequate to meet minimum requirements. Because of moisture generation and potential fire hazard, the use of gas fired heating units is not advised, unless otherwise approved by the Owner / Consultant and authorities having jurisdiction.
- .3 Test suspect surfaces (concrete, masonry, plaster and wood surfaces) for moisture and alkalinity as required. Conduct all moisture tests using a properly calibrated electronic Moisture Meter, except test concrete floors for moisture using a simple "cover patch test". The maximum moisture shall not exceed:
  - .a 15% for wood.
  - .b 12 % for plaster and gypsum board.

- .4 Perform no repainting work unless a minimum lighting level of 323 Lux (30 foot candles) is provided on surfaces to be repainted. Adequate lighting facilities shall be provided by the Contractor.
- .5 Apply paint only to dry, clean, and adequately prepared surfaces in areas where dust is no longer generated by construction activities such that airborne particles will not affect the quality of finished surfaces.

**1.6 Scheduling:**

- .1 Schedule interior repainting operations to prevent disruption of and by other trades when applicable.
- .2 Schedule interior repainting operations to prevent disruption of occupants in and about the building. Obtain written authorization from City Representative for changes in work schedule.
- .3 Repainting in occupied facilities to be carried out during hours in accordance with Owner's operating requirements (during silent hours)(on weekends). Schedule work such that painted surfaces will have dried before occupants are affected.

**1.7 Guarantee:**

- .1 Furnish a two (2) year guarantee on labor and materials

**1.8 Maintenance Materials:**

- .1 At project completion provide a minimum of 1 gallon of each type and color of paint from same production run (batch mix) used in unopened cans, properly labeled and identified for Owner's later use in maintenance. Store where directed.

**1.9 Materials:**

- .1 All materials and paints shall be lead and mercury free.
- .2 All paint materials shall have good flowing and brushing properties and shall dry or cure free of blemishes, sags, air entrapment, etc.

**1.10 Equipment:**

- .1 Painting Equipment: to best trade standards for type of product and application.
- .2 Spray-Painting Equipment: of ample capacity, suited to the type and consistency of paint or coating being applied and kept clean and in good working order at all times.

**1.11 Mixing and Tinting:**

- .1 Unless otherwise specified or pre-approved, all paints shall be ready-mixed and pre-tinted. Re-mix all paint in containers prior to and during application to ensure break-up of lumps, complete dispersion of settled pigment, and color and gloss uniformity.
- .2 Paste, powder or catalyzed paint mixes shall be mixed in strict accordance with manufacturer's written instructions.
- .3 Where thinner is used, addition shall not exceed paint manufacturer's recommendations.
- .4 If required, thin paint for spraying in strict accordance with paint manufacturer's instructions. If directions are not on container, obtain instructions in writing from manufacturer and provide copy of instructions to Consultant.

### **1.12 Finish and Colors:**

- .1 Colors shall either match existing or be selected by the City Representative from a manufacturer's full range of colors.

### **1.13 Regulatory Requirements:**

- .1 Conform to work place safety regulations for storage, mixing, application and disposal of all paint related materials to requirements of those authorities having jurisdiction.
- .2 Conform to safety precautions in accordance with the latest requirements to Industrial Health and Safety Regulations, latest edition, of authorities having jurisdiction.
- .3 To reduce the amount of contaminants entering waterways, sanitary / storm drain systems or into the ground the following procedures shall be strictly adhered to:
  - .a Retain cleaning water for water-based materials to allow sediments to be filtered out. In no case shall equipment be cleaned using free draining water.
  - .b Retain cleaners, thinners, solvents and excess paint and place in designated containers and ensure proper disposal.
  - .c Return solvent and oil soaked rags used during painting operations for contaminant recovery, proper disposal, or appropriate cleaning and laundering.
  - .d Dispose of contaminants in an approved legal manner in accordance with hazardous waste regulations.
  - .e Empty paint cans are to be dry prior to disposal or recycling (where available).
  - .f Close and seal tightly partly used cans of materials including sealant and adhesive containers and store protected in well ventilated fire-safe area at moderate temperature.

Where paint recycling is available, collect waste paint by type and provide for delivery to recycling or collection facility.



## 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  
Evan Wilson, bearing the office title of President, 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:

~~\_\_\_\_\_~~ ~~\_\_\_\_\_~~



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Evan Wilson, being duly sworn deposed, says that he  
(Print Full Name)  
is President. 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.

Evan Wilson  
SIGNATURE OF PERSON SUBMITTING BID

Amy Stricker  
NOTARY'S SIGNATURE

AMY STRICKER  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES Dec 3, 2023  
ACTING IN COUNTY OF Macomb

Subscribed and sworn to before me this 22<sup>nd</sup>  
day of February, 2018  
in and for Macomb County.

My commission expires:

12/03/2023



### 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.**

OTS Painting aka OTS Companies

Name of Agency/Company/Firm (Please Print)

Evan Wilson - President

Name and title of authorized representative (Please Print)

Evan Wilson

Signature of authorized representative

2/20/18

Date

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





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

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

<b>Vendor</b>	
Legal Name	UTS Painting dba UTS Companies
Street Address	51192 Milano Drive
City	Macomb
State, Zip	MI, 48042
Corporate I.D. Number/State	
Taxpayer I.D. #	26-4350240

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: Evan Wilson

Printed Name of Vendor's Authorized Agent: Evan Wilson

Witness Signature: Shannon Murray

Printed Name of Witness: Shannon Murray

G:\BidLanguage\_IranLinkedBusiness



PUBLIC ACT 57

STATE OF MICHIGAN

89<sup>th</sup> 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.

**PUBLIC ACT 57**

Page 2 of 2

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**

- (a) 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.
- (b) 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)**



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: May 2, 2018

To: Mark F. Miller, Acting City Manager

From: MaryBeth Murz, Purchasing Manager  
Kurt Bovensiep, Director of Public Works  
Dennis Trantham, Facilities and Grounds Operations Manager

Subject: Painting Services

### History

The former Building Operations Department, which is now part of the Facilities and Grounds Division, is often requested to paint interiors and exteriors of the 58 facilities it manages. Some of these requests require specialized equipment and professional knowledge of compatibility with paints and surfaces.

In an effort to utilize Facilities and Grounds staff more efficiently, it was determined that painting interiors and exteriors could be accomplished using outside services. It was also recognized that the use of Facilities and Grounds staff to move furniture to paint was an inefficient use of resources, which is why the bid requested an hourly rate to accomplish this task. Therefore bid specifications were developed to include on demand as needed painting services. This contract will be made available to all departments that budget for office or building improvements.

### Purchasing

- At the October 9, 2017 City Council Meeting, a contract was awarded to *ECO Painting, LLC* of *Livonia, MI*. After further reviewing specific project scopes, it was determined that ECO Painting did not bid properly and consequently would not be able to fulfill the contract. ECO Painting withdrew their bid and it was mutually agreed upon to terminate the contract.
- On February 22, 2018; a bid opening was conducted as required by City Charter/Code and bid proposals were received at the City's request from firms interested in providing Painting Services on an as needed basis for the City.
- Companies were notified via the Michigan Intergovernmental Trade Network (MITN); [www.mitn.info](http://www.mitn.info). 265 vendors were notified via the MITN website.
- Five (5) bid responses were received. Below is a detailed summary of the vendor responses.

Companies notified via MITN	265
Troy Companies notified via MITN	6
Troy Companies notified Active email Notification	5
Troy Companies - Active Free	1
Companies that viewed the bid	64
Troy Companies that viewed the bid	0

*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.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### **Purchasing (Continued)**

- Post bid interviews were conducted with the three (3) low bidders so as to ensure complete understanding of all bid requirements and specifications.
- *U & S Painting dba U & S companies of Macomb, MI* is the low bidder meeting specifications.
- *U & S Painting* has favorable references. Also February 5, 2018 City Council awarded a contract to *U & S Painting* to paint the gym and the pool areas at the Community Center.

### **Financial**

Funds are available in the various departments' operating budgets requiring building or office painting.

### **Recommendation**

City Management recommends awarding a one (1) year contract to provide Painting Services with two (1) year renewal options to the lowest bidder, *U&S Painting, LLC dba U&S Companies, of Macomb, MI* at unit prices contained in the bid tabulations opened February 22, 2018 on an as needed basis not to exceed budgetary limitations.

**Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Painting Services**

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract to provide Painting Services on an as needed basis not to exceed budgetary limitations with two (1) year renewal options to the low bidder meeting specifications; *U&S Painting, LLC dba U&S Companies of Macomb, MI* at unit prices contained in the bid tabulation opened February 22, 2018; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; contract to expire June 30, 2021.

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/22/2018

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

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

<b>PRODUCER</b> Crumm Insurance Agency 2959 Crooks Road, Suite 1  Troy MI 48084-4731		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (248) 649-6450 <b>FAX (A/C, No):</b> (248) 643-6340 <b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Grange Insurance Company of Michigan	
		<b>INSURER B:</b> The Travelers Indemnity Company	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER: 01**

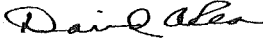
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CT 2073845	04/21/2017	04/21/2018	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ Incl
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:								
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
A	AUTOMOBILE LIABILITY			CA 3182078	04/21/2017	04/21/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP 2074411	04/21/2017	04/21/2018	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6KUB-2E16081-6	04/21/2017	04/21/2018	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.I. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A				E.I. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.I. DISEASE - POLICY LIMIT	\$ 1,000,000

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

The City of Troy including elected and appointed officials, all employees and volunteers, all boards commissions, and/or authorities and council members, including employees and volunteers thereof is an additional insured subject to all policy provisions.

## CERTIFICATE HOLDER

City of Troy 500 West Big Beaver Road  Troy MI 48084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2010/05)

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U & S Painting, LLC dba U & S Companies

Endorsement

BP 123

Policy Number: CT 2073845

**Primary and Noncontributory -  
Other Insurance Provision (Blanket)**

This endorsement modifies insurance provided  
under the following:

**BUSINESSOWNERS COVERAGE FORM**

If required by written contract or agreement  
between you and a person or organization that is  
included as an additional insured for Business  
Liability Coverage by attachment of an  
additional insured endorsement to this policy:

1. The Business Liability Coverage we provide  
that additional insured under such  
endorsement shall be primary, and
2. We shall not seek contribution from any other  
insurance issued to that additional insured.



U & S Painting, LLC dba

U & S Companies

**Endorsement**

**IL 03**

**Cancellation Privilege Notice**

**Policy Number:** CT 2073845

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective	
at 12:01 A.M. standard time	
Named Insured	Countersigned by

(Authorized Representative)

**SCHEDULE**

**Name and Address of Person or Organization to Receive Notice of Cancellation:**

City of Troy

500 West Big Beaver Road

Troy MI 48084

- A. If we cancel this policy, we will mail to the person or organization named in the Schedule of this endorsement, written notice of cancellation at least \_\_\_\_\_ 30 days before the effective date of cancellation.
- B. If you cancel this policy, we will mail to the person or organization named in the Schedule of this endorsement, written notice of cancellation.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - WITH ADDITIONAL INSURED REQUIREMENT IN CONSTRUCTION CONTRACT**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

The following is added to Paragraph **C. Who Is An Insured** in **Section II - Liability**:

3. Any person(s) or organization(s) for whom you are performing operations is also an additional insured, if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be included as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed or the contractor's agreement is terminated.