

- e) **Standard Purchasing Resolution 2: Sole Bidder Meeting Specifications - Coughlin Farm (Troy Farm Park) Large Barn Roof Replacement and Budget Amendment**

Resolution #2019-02-022-J-4e

RESOLVED, That Troy City Council hereby **AWARDS** a contract for the roof replacement for the Coughlin Farm Gambrel Roof Barn to the sole bidder meeting specifications, *George H. Pastor & Sons of Livonia, MI*, for an estimated total cost of \$338,481 at unit prices contained in the bid tabulation opened February 14, 2019; a copy of which shall be **ATTACHED** to the Minutes; with a 10% contingency of \$34,000 for an estimated grand total amount of \$372,481.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** City Administration to amend the Community Development Block Grant Fund (CDBG Fund) budget for Grant Revenues and a corresponding Transfer out to the Capital Projects Fund in the amount of \$127,490.

BE IT FINALLY RESOLVED, That Troy City Council **AUTHORIZES** City Administration to amend the Capital Projects Fund Budget for Transfers in from the CDBG Fund and the corresponding expenditures of \$127,490 in Project #2019CG0005.

PO# 2019-1100

PURCHASE ORDER

No. 2019-00001100
DATE: 03/15/2019
PAGE: 1 of 1
FOB DESTINATION

Ship To

CITY OF TROY
Building Operations
3325 W SOUTH BOULEVARD
TROY, MI 48098

Bill To

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

COUNCIL RESOLUTION
2019-02-022-J-4e

VENDOR NO. 162419

Vendor

GEORGE PASTOR & SONS INC
34018 BEACON
LIVONIA, MI 48150

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	TROY FARM PARK MAIN BARN REROOFING Furnish all labor, materials, and equipment necessary to do all the work specified and prescribed as per all bid Specifications of ITB-COT 19-07. All construction shall be substantially completed by MAY 31, 2019. All work including restoration, shall be completed by JUNE 30, 2019.	338,481.0000	\$338,481.00

Entered By: MaryBeth Murz

\$338,481.00

Special Instructions:

CITY COUNCIL AWARD DATE: 2/26/2019. CERTIFICATE of INSURANCE and ENDORSEMENT shall be on file for duration of project.

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

CITY OF TROY
PURCHASE ORDER
TROY FARM BARN ROOF

ITB-COT 19-07
Pg. 1 of 1

VENDOR NAME: George H. Pastor & Sons, Inc.
CITY: Livonia, MI
CHECK #: #382554

PROPOSAL: TO FURNISH ALL EQUIPMENT, AND LABOR TO REROOF THE TROY FARM PARK MAIN BARN.

Line	Description	Quantity	Units	Unit Price	Total Cost
1	Demolition	1	LS		\$38,000.00
2	Mold/Moisture Testing & Treatment of Wood	1	LS		
3	Air Quality Protections & Lead Paint Abatement	1	LS		
4	Metal Roofing with Underlayment	2636	SF	\$47.42	\$125,000.00
5	Gutters and Downspouts	1	LS		\$7,000.00
6	Wood Fascias	113	LF	\$21.24	\$2,400.00
7	Beam Reinforcement Repairs	25	LF	\$450.00	\$11,250.00
8	Rafter Repair – Type A	7	EA	\$1,500.00	\$10,500.00
9	Rafter Repair – Type B	7	EA	\$1,500.00	\$10,500.00
10	Rafter Repair – Type C	12	EA	\$1,000.00	\$12,000.00
11	Replacement Roof Plywood Sheathing	320	SF	\$18.75	\$6,000.00
12	Rough Sawn Plank Roof Deck Replacement	60	LF	\$12.00	\$720.00
13	Paint, Sealant and Miscellaneous	1	LS		
14	Remove and Reinstall Lightening Protection System	1	LS		
15	Temporary Shoring of Structure	1	LS		
16	Mobilization and Lifts	1	LS		\$12,000.00
17	Site Restoration	1	LS		
18	General Conditions, Overhead & Profit	1	LS		\$78,111.00
19	Contingency Allowance	1	LS	\$25,000.00	\$25,000.00
TOTAL BASE BID AMOUNT					\$338,480.99

Line	Description	Quantity	Units	Unit Price	Total Cost
	Beam Reinforcement Repairs	1	LF		\$450.00
	Rafter Repair - Type A	1	EA		\$1,500.00
	Rafter Repair - Type B	1	EA		\$1,500.00
	Rafter Repair - Type C	1	EA		\$1,000.00
	Replacement Roof Plywood Sheathing	1	SF		\$18.75
	Rough Sawn Plank Roof Deck Replacement	1	LF		\$12.00
UNIT PRICING LINE ITEMS					\$4,480.75

Hours of Operation:

24 Hr. Contact Phone #:

References:

Insurance Requirements Met:

Signature Page:

Exceptions:

Forms:

Y/N

Y/N

Y/N

Y/N

Y/N

734 522 3800

Yes

Yes

Yes

Yes; landscaping is exluded.

Yes



February 6, 2019

Addendum 3
ITB-COT 19-07
Troy Farm Barn Reroofing
Page 1 of 3

To All Bidders:

Please be advised that as a result of the Mandatory Pre-Bid Meeting conducted on Tuesday, January 22, 2019 at 1:00 PM EST the Purchasing Department for the City of Troy authorized the following clarification(s) and or change(s) to the specifications for ITB-COT 19-07, TROY FARM BARN REROOFING. The clarification(s) and or change(s) will be considered an integral part of the original proposal document. The Pre-Bid Meeting was conducted at the Troy Farm Barn located at 3305 South Blvd, Troy, MI 48084.

Items from the bid documents to be aware of and should be REVIEWED:

- Bid Opening date and time Thursday, February 14, 2019, at 10:00 AM E.S.T.
- When submitting bids, mark Envelopes with the Bid Number, Name, and the Opening Date. Bids shall be submitted to the City Clerk's Office located in City Hall.
- A cashier's check, certified check, or money order **in the amount of 5% of the total bid amount must accompany the bid** to insure the bid. Unsuccessful bidders will have their bid surety returned after bid award. Upon award to the successful bidder, the bid deposit will be retained as a performance surety until successful completion and installation of all the contract requirements. **BID BONDS ARE NOT ACCEPTABLE.**
- *This project is being funded by Community Development Block Grant Funds. (Page 3 of 140).*
- All bidders are required to examine the site to determine the amount of work to be done in accordance with the bid specifications by attending the Pre-bid Meeting that was scheduled for Friday, January 22, 2019 at 1:00 PM EST LOCATED AT Troy Farm Barn as detailed. An opportunity to inspect the sites was provided during the Pre-bid Meeting.
- For **ADDITIONAL INFORMATION** or specific questions concerning this project, please contact Adrianna Melchior at amelchior@hrcengr.com.
- **COMPLETION SCHEDULE:** The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. The entire project must be complete by **JUNE 30, 2019.**
- **FINAL PAYMENT** only after final inspection by the City of Troy and acceptance of all work performed.
- **INSURANCE:** If awarded - Insurance needs to be submitted to the City's Purchasing Manager, and approved **before work can begin.**
- **SPECIFICATIONS:** As detailed.

Attendance at the Pre-Bid Meeting was mandatory, everyone signed in. The following Companies were represented and in attendance:

Royal Roofing Co. Inc.
Detroit Cornice
MWA Commercial Roofing Solutions
Scheich Commercial Contracting Inc.
George H. Pastor & Sons

Introduced: Kristine Kallek, Associate Buyer
Joe LaGarde, Division Supervisor-Facilities
Adrianna Melchior, Project Manager

Clarifications were discussed as follows:

- Sealed bids for the **TROY FARM PARK MAIN BARN REROOFING** project will be received by the City of Troy at the Clerk's Office, 500 West Big Beaver, Troy, Michigan 48084, until **10:00 AM, Local Time, on Thursday, February 14, 2019**, at which time the bids will be publicly opened and read at City Hall in Conference Room C.
- **COMPLETION SCHEDULE:** The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule.
 - The entire project must be complete by **June 30, 2019**.
- Kristine Kallek, Associate Buyer gave a brief overview of the Instructions to Bidders and the requirements for bid submission.
 - There were no questions pertaining to requirements for Bid submission.
 - Also there were no other submitted questions from bidders.
 - The updated Wage Rate Schedule is included with this Addendum. (8 pages)
 - The pre-bid meeting sign in sheet is also included with this Addendum. (1 page)

I, the undersigned bidder, have read this Addendum 1 and have integrated the clarification(s) and or change(s) into the *Bid Proposal and Specifications* for ITB-COT 19-07, **TROY FARM BARN REROOFING** located at the City of Troy Fire Station(s). All other items in the original bid proposal remain the same. This Addendum 1 should be attached to the top of the Bid Proposal packet at the time of submission, on or before **Thursday, February 14, 2019 at 10:00 AM EST** in the office of the City Clerk.

COMPANY:

GH PASTOR & SONS

NAME OF AUTHORIZED COMPANY REPRESENTATIVE:

JOE NEVILLE

SIGNATURE:

ADDRESS:

34018 BRACON ST.

LIVONIA, MI 48150

DATE:

3-8-19

General Decision Number: MI190095 01/18/2019 MI95

Superseded General Decision Number: MI20180095

State: Michigan

Construction Type: Building

County: Oakland County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/18/2019

ASBE0025-002 06/01/2018

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 31.58	32.32

BOIL0169-001 03/01/2018

	Rates	Fringes
BOILERMAKER.....	\$ 38.65	26.22

BRMI0001-001 06/01/2018

	Rates	Fringes
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BRICKLAYER.....	\$ 34.18	21.22
TILE FINISHER.....	\$ 27.94	19.12
TILE SETTER.....	\$ 34.66	19.12

CARP0687-003 06/01/2018

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation, Drywall Hanging, Form Work, Metal Stud Installation & Scaffold Building).....	\$ 32.00	27.82

CARP1045-001 06/01/2018

	Rates	Fringes
CARPENTER (Floor Layer - Carpet, Resilient, & Vinyl Flooring).....	\$ 28.60	23.88

CARP1102-002 06/01/2018

	Rates	Fringes
MILLWRIGHT.....	\$ 33.65	32.25

ELEC0058-011 07/01/2018

	Rates	Fringes
ELECTRICIAN Excludes Alarm Installation & Low Voltage Wiring.....	\$ 41.28	24.03
Low Voltage Wiring Installer.....	\$ 24.25	12.38
Technician.....	\$ 35.01	14.08

* ELEV0036-002 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 51.96	33.705

ENGI0324-017 08/01/2018

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 40.99	23.95
GROUP 2.....	\$ 39.49	23.95
GROUP 3.....	\$ 37.99	23.95
GROUP 4.....	\$ 37.69	23.95
GROUP 5.....	\$ 36.87	23.95
GROUP 6.....	\$ 36.01	23.95
GROUP 7.....	\$ 35.04	23.95

GROUP 8.....	\$ 33.33	23.95
GROUP 9.....	\$ 24.99	23.95

FOOTNOTES:

Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom. If the worker must climb 50 ft. or more to the work station, \$.25 per hour additional.

Derrick and cranes where the operator must climb 50 ft. or more to the work station, \$.25 per hour additional to the applicable crane operator rate.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom and jib or leads 400' or longer

GROUP 2: Crane with boom and jib or leads 300' or longer

GROUP 3: Crane with boom and jib or leads 220' or longer

GROUP 4: Crane with boom and jib or leads 140' or longer

GROUP 5: Crane with boom and jib or leads 120' or longer

GROUP 6: Regular crane operator, and concrete pump with boom operator

GROUP 7: Backhoe/Excavator/Trackhoe, bobcat/skid Loader, broom/sweeper, bulldozer, grader/blade, highlift, hoist, loader, roller, scraper, tractor & trencher

GROUP 8: Forklift & extend-a-boom forklift

GROUP 9: Oiler

IRON0025-019 06/01/2018

	Rates	Fringes
IRONWORKER		
REINFORCING.....	\$ 28.48	27.74
STRUCTURAL.....	\$ 35.52	28.65

IRON0025-022 06/01/2018

	Rates	Fringes
IRONWORKER STRUCTURAL (Metal		
Building Erection Only).....	\$ 35.52	28.65

LABO0259-002 08/01/2017

	Rates	Fringes
LABORER: Asbestos Abatement		
(Removal from Floors, Walls &		
Ceilings).....	\$ 27.86	12.87

LABO0334-005 06/01/2018

	Rates	Fringes
LABORER: Landscape & Irrigation		
GROUP 1.....	\$ 20.52	6.90
GROUP 2.....	\$ 18.52	6.90

CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer, skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

LABO1076-003 06/01/2017

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Brick/Cement/Concrete; Pipelayer; Sandblaster.....	\$ 24.35	20.42

PAIN0022-003 06/01/2015

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 26.06	17.66
PAINTER: Drywall		
Finishing/Taping.....	\$ 27.05	18.26
PAINTER: Spray.....	\$ 26.86	17.66

PAIN0357-002 06/01/2017

	Rates	Fringes
GLAZIER.....	\$ 31.72	18.71

PAID HOLIDAYS: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day; provided that the employee has worked the last full regular scheduled work day prior to the holiday, and the first full regular scheduled work day following the holiday, provided the employee is physically able to work.

PLAS0067-001 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.63	14.07

PLAS0067-004 04/01/2014

	Rates	Fringes
PLASTERER.....	\$ 30.63	14.07

 PLUM0098-001 06/05/2018

	Rates	Fringes
PLUMBER, Excludes HVAC Pipe and Unit Installation.....	\$ 39.77	27.13

 PLUM0636-011 06/05/2017

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation; Excludes HVAC System Installation).....	\$ 40.41	29.35

 ROOF0149-001 06/01/2018

	Rates	Fringes
ROOFER.....	\$ 32.40	21.88

 SFMI0704-001 06/01/2018

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 44.20	26.72

 SHEE0080-001 07/01/2018

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 41.05	26.66

 TEAM0247-001 06/01/2018

	Rates	Fringes
TRUCK DRIVER		
GROUP 1		
Flatbed; Pickup; Dump & Tandem.....	\$ 26.71	0.70+a
GROUP 2		
Semi.....	\$ 26.86	0.70+a
GROUP 3		
Lowboy.....	\$ 26.96	0.70+a

PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday and, if work is performed, the rate shall be double time.

FOOTNOTE:

a. \$456.70 per week, plus \$67.10 per day.

SUMI2011-020 02/01/2011

	Rates	Fringes
ELECTRICIAN (Alarm Installation).....	\$ 24.31	5.53
INSTALLER - OVERHEAD DOOR.....	\$ 27.98	0.00
IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93
TRUCK DRIVER: Tractor Haul Truck.....	\$ 13.57	1.18

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

PLACE: CITY OF TROY
DATE: January 14, 2019
PROJECT: TROY FARM PARK MAIN BARN REROOFING

The proposal of GEORGE H. PASTOR & SONS INC. (hereinafter called "Bidder")
to the City of Troy, Oakland County, Michigan

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

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

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

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

The Bidder acknowledges receipt of the following addenda:

No Addenda

No. _____

DATED: _____

No. _____

DATED: _____

No. _____

DATED: _____

City of Troy
500 W. Big Beaver
Troy, Michigan 48084

Bids Due: Thursday, February 14, 2019
10:00 A.M., Local Time
Project: NO. 2019CG0005

The undersigned, as Bidder, declares that he has familiarized himself with the location of the proposed project in the City of Troy. Bidder acknowledges that he has carefully examined the Plans, Specifications, and Contract Documents which he understands and accepts as sufficient for the purpose of constructing the work, and agrees that he will contract with the City of Troy, Oakland County, Michigan to furnish all labor, materials, and equipment necessary to do all the work specified and prescribed, and that he will accept in full payment therefore the sum of:

CITY OF TROY PROJECT NO. 2019CG0005 ; ITB-COT 19-07

TROY FARM PARK MAIN BARN REROOFING

Line	Description	Quantity	Units	Unit Price	Total Cost
1	Demolition	1	LS		38,000
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3	Air Quality Protections & Lead Paint Abatement	1	LS		
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5	Gutters and Downspouts	1	LS		7,000
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10	Rafter Repair – Type C	12	EA		12,000
11	Replacement Roof Plywood Sheathing	320	SF		6,000
12	Rough Sawn Plank Roof Deck Replacement	60	LF		720
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15	Temporary Shoring of Structure	1	LS		
16	Mobilization and Lifts	1	LS		12,000
17	Site Restoration	1	LS		
18	General Conditions, Overhead & Profit	1	LS		78,111
19	Contingency Allowance	1	LS	\$25,000	\$25,000
TOTAL BASE BID AMOUNT					338,481

Line	Description	Quantity	Units	Unit Price	Total Cost
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	Rafter Repair – Type B	1	EA	1500.00	
	Rafter Repair – Type C	1	EA	1000.00	
	Replacement Roof Plywood Sheathing	1	SF	18.75	
	Rough Sawn Plank Roof Deck Replacement	1	LF	12.00	
UNIT PRICING LINE ITEMS					

GC will use either Berridge or Pac Clad materials instead of Firestone. All landscaping is excluded from this proposal.

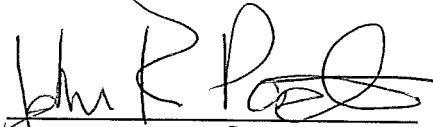
Contingency Allowance:

The contingency included within the bid price sheets is to be utilized at the discretion of the owner to cover unforeseen work that was not included in the project scope. Pricing for work that is outside of the project scope will be determined between the Owner and the Contractor per the language included within the contract. Usage of Contingency Allowance Funds shall be pre-approved by the City. Any unused funds will be returned to the Owner.

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

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

The company representative does warrant that by signing the bid documents, the additional insured endorsement will be included in the insurance coverage supplied to the City as part of the specified requirements. All construction shall be substantially completed by **May 31, 2019**. All work, including restoration, shall be completed by **June 30, 2019**.

Company: GEORGE A. PASTER & SONS, INC. Address: 34018 BEACON
LIVONIA, MI 48150
Signed:  County: WAYNE
By: JOHN R. Pastor Telephone: 734-522-3800
Title: PRES. Email: ESTIMATING@GHPASTERBIDS.COM

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

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

35 yrs.

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

Scissor Lift. Safety Harness & Equipment
Boom Lift. Fork Truck.

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

City of Milford City of Southgate
City of Rochester Hills
City of Westland

4. Name of your bank and other financial reference:

First State Bank
24335 Harper Ave. St. Clair Shores.

5. Name of your insurance carrier:

6. PL/PD/BI Insurance carrier: Amerisure.

Workman's Compensation: Amerisure.

Amount of Insurance Coverage: general 1,000,000 w/c 500,000

6. Comments: umbrella 1,000,000.

Signed: 

Title: President.

Name & Address of Firm: George H. Pastor & Sons
34018 Beacon
Livonia, MI 48150

Date: 2-13-19.

TO WHOM IT MAY CONCERN:

JOHN R. PASTOR, 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.

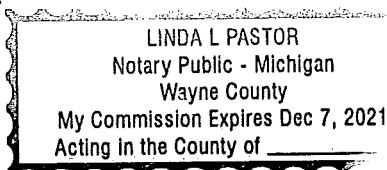
[Signature]
SIGNATURE OF PERSON SUBMITTING BID

[Signature]
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 13th day of, February, 2019 in and for
Wayne County.

My commission expires:

12-7-21



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
JOHN R. PASTOR whose signature is affixed to the Proposal, is duly authorized to execute
contracts.

A Partnership, all members of which, with addresses, are:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

An Individual, whose signature is affixed to the Proposal.

_____	_____
_____	_____

I hereby declare that I have not, during the period _____ to _____, A.D. 2019, 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 **PROJECT NO. 2019CG0005** executed between myself and the City, and in the Change Orders for work issued by the City in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There ^{is} an itemized statement attached.
is not

Date: 3-9-19

Contractor: George H. Pardon & Sons

By: J. R. Pardon

Title: President

**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	GEORGE H PASTOR & SONS INC.
Street Address	34018 BEACON ST
City	LIVONIA
State, Zip	MI 48150
Corporate I.D. Number/State	
Taxpayer I.D. #	38-242 0668

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:

John R Pastor President

Witness Signature:

Michele Saleh

Printed Name of Witness:

MICHELE SALEH

TO WHOM IT MAY CONCERN:

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

That he or she is PRESIDENT of the, GEORGE H. PASTOR & SONS, INC.
(Title) (Construction Company)

the contractor for **Project No. 2019CG0005** This work is located at:

3325 WEST SOUTH BLVD TROY MI 48098 and
are owned by the City of Troy, Oakland County, Michigan;

That the total amount of the Contract, including extras, is \$ _____, on which
he 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	TYPE OF WORK	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.

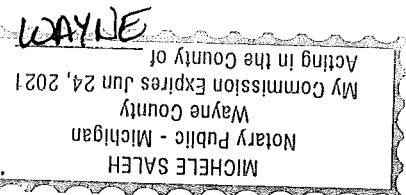
SIGNATURE

DATE

NOTARY'S SIGNATURE

PRINT NAME & TITLE

Subscribed and sworn to before me this 8 day of MARCH, 2019



**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:

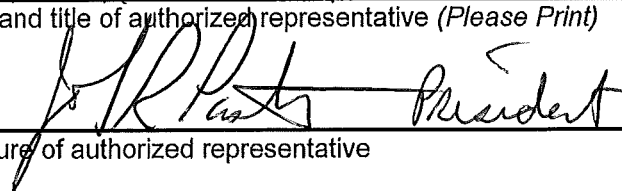
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
- (2) Have not, within the three year period preceding, had one or more public 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.

GEORGE H PASTOR & SON INC
Name of Agency/Company/Firm (Please Print)

JOHN R PASTOR PRESIDENT
Name and title of authorized representative (Please Print)

 President
Signature of authorized representative

3-8-19
Date

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

TO WHOM IT MAY CONCERN:

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

That he or she is PRESIDENT of the, GH PASTOR & SONS
(Title) (Construction Company)

the contractor for **Project No. 2019CG0005** This work is located at:

3325 W. SOUTH BLVD., TROY and
are owned by the City of Troy, Oakland County, Michigan;

That the total amount of the Contract, including extras, is \$ 338,481.00, on which
he has received payment of \$ 0 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	TYPE OF WORK	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

DATE

NOTARY'S SIGNATURE

PRINT NAME & TITLE

MICHELE SALEH
Notary Public - Michigan
Wayne County
My Commission Expires Jun 24, 2021
Acting in the County of WAYNE

Subscribed and sworn to before me this 8 day of MARCH, 2019

TO WHOM IT MAY CONCERN:

Whereas, the undersigned has been employed by: GEORGE H PASTOR & SONS INC
(Construction Company)

to furnish ROOFING for the premises known as TROY FARM
BARN

which are owned by the City of Troy, Oakland County, Michigan.

The undersigned, for and in consideration of, the sum of \$ 338,481.00 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 monies 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.

COMPANY NAME: GEORGE H PASTOR & SONS INC
ADDRESS: 34018 BEACON ST
CITY: LWONIA
STATE ZIP: MI 48150
TELEPHONE: 734 522-3800

PRINTED NAME & TITLE: John R Pastor President
SIGNATURE: [Signature] DATE: 5-8-19

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 as partner.

To the fullest extent permitted by law, JOHN PASTOR, GH PASTOR & SONS
(Name of the Contractor/Vendor)

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 the execution of activities by the Contractor/Vendor as outlined in this Agreement or as relating to or resulting from those activities.

CONTRACTOR

[Signature]
Contractor/Vendor representative signature/date

[Signature]
Witness

CITY OF TROY

MB Meitz, Purchasing Manager
City of Troy representative signature/date

[Signature]
Witness

ETHNIC OWNERSHIP REPORT

Attention general contractor and subcontractors, please respond to the following (print or type). Mark the descriptions below that indicate the sex and racial/ethnic character of the owner(s) and controller(s) of 51 percent or more of your business. If 51 percent or more is not owned and controlled by persons (or person) of any single racial/ethnic category, mark the description that seems the most appropriate.

() Female ☒ Male

☒ **White Americans:** persons having origins in any of the original peoples of Europe, North Africa, or the Middle East, but not of Hispanic Origin.

() **Black Americans:** persons having origins in any of the black racial groups of Africa, but not of Hispanic origin.

() **Native Americans:** persons having origins in any of the original peoples of North America, and who maintain cultural identifications through tribal affiliations or community recognition.

() **Hispanic Americans:** persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

() **Asian/Pacific Americans:** persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.

() **Other: Please Specify:** _____

Date _____

Project ITB - COT 19-17 (TROY FARM BARN)

Business Name GH PASTOR & SONS

Representative Name JOHN PASTOR

Position PRESIDENT

Signature [Signature]

Any questions? Call Mike Pucher, Supervisor, Contract Compliance Unit (248) 858-0196

Date _____ Municipality _____

Agreement of Prime Contractor

WE HEREBY AGREE, and will require companies awarded subcontracts for this project to agree, to conform to the policy that during the performance of this contract:

1. We will not discriminate against any subcontractor, employee or applicant for employment because of race, creed, color, age, national origin, sex, height, weight, marital status or handicap as provided in Section 3 (A) Act 344, Public Acts of 1965 as amended by Act 349 Public Acts of 1966. We will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, age, national origin, sex, height, weight, marital status or handicap. This obligation includes, but is not limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. We agree to post notices that set forth the provisions of this nondiscrimination clause in conspicuous places, available to employees and applicants for employment, as required and provided by the municipality.
2. We will, in all solicitations or advertisements for employees placed by us or on our behalf, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, age, national origin, sex, height, weight, marital status or handicap.
3. We will send to each labor union or representative or workers with which we have a collective bargaining agreement, or other contract or understanding, a notice, to be provided by the municipality, advising the labor or worker's representative of our commitments under this Contract Compliance Plan and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. We will comply with and be bound by: all Ordinance provisions when applicable, Contract Compliance Provisions, and any other provisions included in the Specifications. We shall file, and shall cause each of our subcontractors to file, compliance reports with the municipality within such times and in such forms as the municipality shall prescribe. Compliance reports shall contain such information as that regarding the practices, policies, programs and employment statistics of the prime contractor and each subcontractor.
5. We will permit the municipality, the municipality's auditors, the Oakland County Community Development Division, the Oakland County Auditing Division and/or the U.S. Dept. of Housing and Urban Development access to our books, records and accounts for investigation purposes to ascertain observance of this Contract Compliance Plan.
6. We acknowledge that in the event of noncompliance with the nondiscrimination clauses of this contract, or with any applicable rules, regulations or orders, this contract may be cancelled, terminated, or suspended in whole or in part and that we may be declared ineligible for further municipal contracts in accordance with procedures authorized herein and such other sanctions as may be imposed and remedies involved as provided by ordinance, rule, regulation or as otherwise provided herein or by law.
7. We will include the provisions of paragraphs one through six in every subcontract let under this contract so that these provisions will be binding upon each subcontract, unless otherwise exempted by prior written authorization by the municipality. With respect to any subcontract, we will take such action as the municipality may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided that in the event we are threatened with, or become involved in litigation with a subcontractor or vendor as a result of such direction by the municipality, we may request the municipality to enter into such litigation to protect the interests of the municipality.

George H. Paston & Sons
General Contractor
[Signature]
Signature
President 3-8-19
Title

Contractor's Certification
Community Development Block Grant Program
Concerning Labor Standards and Prevailing Wage Requirements

TO: Mike Pucher, Supervisor
Contract Compliance Unit
Oakland County Community & Home Improvement
Oakland Pointe, Ste 1900
250 Elizabeth Lk. Rd.
Pontiac Mi 48341-0414

PROJECT NAME: TROY FARM BARN

PROJECT NUMBER (if any) ITB-COT 19-07

1. The undersigned, having executed a contract with _____
in the amount of \$_____ for the construction of the above-identified project, acknowledges that:

(a) The Federal Labor Standards Provisions are included in the aforesaid contract.

(b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

(a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended (40 U.S.C. 276a-2(a)).

(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) Employer's IRS # is: 38 242 0668

(b) Legal name and the business address of the undersigned are:

GEORGE H PASTOR SONS INC.
34018 BEACON ST
LIVONIA MI 48150

(c) The undersigned is (please check one):

<input type="checkbox"/> A Single Proprietorship	<input checked="" type="checkbox"/> A Corporation Organized in The State of: <u>MICHIGAN</u>
<input type="checkbox"/> A Partnership	<input type="checkbox"/> Other Organization (Describe)



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: February 18, 2019

To: Mark F. Miller, City Manager

From: MaryBeth Murz, Purchasing Manager
Tom Darling, Director of Financial Services
Kurt Bovensiepe, Public Works Director
Dennis Trantham, Facilities and Grounds Operations Manager

Subject: Standard Purchasing Resolution 2 - Caughlin Farm (Troy Farm Park) Large Barn Roof Replacement and Budget Amendment

History

- Caughlin Farm (also known as Troy Farm) Gambrel Roof Barn was constructed in 1857.
- The Barn dates back to the earliest history of Troy Township settlement and remains an excellent example of barn construction of that era.
- If the roof is not replaced the barn will further deteriorate and be unusable.
- Portions of the roof have collapsed causing an unsafe environment inside the barn.
- The asphalt shingled roof has failed causing the roof to have several leaks in addition to the collapsing sections of roof.
- In 2008 the City of Troy City Council authorized the repair and stabilization of the barn. Resolution# 2008-10-312.
- The Caughlin Farm Barn contributes to the rural atmosphere and aesthetics of the "Troy Farm". This rural feel in a City Park would be a rare asset and having a facility with this feature is a real treasure.
- This roof was identified for replacement in the Facilities Condition Assessment and Analysis.
- Hubbell, Roth & Clark, Inc. have been contracted to oversee the project including design, contractor oversight, labor, and materials.

Purchasing

- On February 14, 2019 a bid opening was conducted as required by the City Charter/Code for the Troy Farm Barn Roof Replacement. The bid was posted on the Michigan Intergovernmental Trade Network (MITN); www.mitn.info. One hundred and sixteen (116) vendors were notified via the MITN website. One (1) bid was received. Below is a detail summary of the vendor responses.

Companies notified via MITN	451
Troy Companies notified via MITN	11
Troy Companies - Active email Notification	9
Troy Companies - Active Free	2
Companies that viewed the bid	82
Troy Companies that viewed the bid	2

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
troymt.gov

CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- The bid summary was analyzed and reviewed in conjunction with the Facilities Department and HRC consulting engineers.
- Five (5) Roofing Companies attended the Pre-Bid Meeting as scheduled.
- One (1) Bid response was received.
- It is recommended to award the roofing project to the sole bidder meeting specifications, *George H. Pastor & Sons of Livonia, MI*.
- *George H. Pastor & Sons* will provide all labor, equipment, tools and supervision necessary for the roof replacement as per all bid specifications for the base bid amount.

Total Roof Replacement Cost:	\$338,481.00
10% Contingency	<u>\$34,000.00</u>
Grand Total Roof Replacement Cost:	\$372,481.00

Financial

- Current appropriations are available in Project #2019CG0005 in the amount of \$245,000.
- The remaining funding of approximately \$127,481 will require a budget amendment.
- This is a Community Development Block Grant (CDBG) eligible project.
- Accordingly, the budget amendment will require the recognition of Grant Revenue and corresponding transfer out to the Capital Projects Fund in the CDBG fund.
- The Capital Projects Fund budget amendment will recognize the transfer in from the CDBG Fund and the expenditures for the Project.

Recommendation

City management recommends awarding a contract for the roof replacement for the Caughlin Farm Gambrel Barn Roof; as per bid specifications to the sole bidder meeting specifications, *George H. Pastor & Sons Inc. of Livonia, MI* at unit prices contained in the bid tabulation opened on February 14, 2019 for an estimated grand total of \$338,481 with a 10% contingency of \$34,000 for an estimated grand total of \$372,481.

STANDARD PURCHASING RESOLUTION 2 – AWARD TO SOLE BIDDER MEETING SPECIFICATIONS AND BUDGET AMENDMENT – CAUGHLIN FARM (TROY FARM PARK) LARGE BARN ROOF REPLACEMENT AND BUDGET AMENDMENT

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **AWARDS** a contract for the roof replacement for the Caughlin Farm Gambrel Roof Barn; to the sole bidder meeting specifications, *George H. Pastor & Sons of Livonia, MI*, for an estimated total cost of \$338,481 at unit prices contained in the bid tabulation opened February 14, 2019; a copy of which shall be ATTACHED to the Minutes; with a 10% contingency of \$34,000 for an estimated grand total amount of \$372,481.

BE IT FURTHER RESOLVED, that Troy City Council **AUTHORIZES** City Administration to amend the Community Development Block Grant Fund (CDBG Fund) budget for Grant Revenues and a corresponding Transfer out to the Capital Projects Fund in the amount of \$127,490.

BE IT FINALLY RESOLVED, That Troy City Council authorizes City Administration to amend the Capital Projects Fund Budget for Transfers in from the CDBG Fund and the corresponding expenditures of \$127,490 in Project #2019CG0005.

Opening Date-2/14/2019
Date Reviewed - 2/18/2019

CITY OF TROY
BID TABULATION
TROY FARM BARN ROOF

ITB-COT 19-07
Pg 1 of 1

VENDOR NAME:	George H. Pastor & Sons, Inc.
CITY:	Livonia, MI
CHECK #:	#382554

PROPOSAL: TO FURNISH ALL EQUIPMENT, AND LABOR TO REROOF THE TROY FARM PARK MAIN BARN.							
Line	Description	Quantity	Units	Unit Price	Total Cost	Unit Price	Total Cost
1	Demolition	1	LS		\$38,000.00		
2	Mold/Moisture Testing & Treatment of Wood	1	LS				
3	Air Quality Protections & Lead Paint Abatement	1	LS				
4	Metal Roofing with Underlayment	2636	SF	\$47.42	\$125,000.00		
5	Gutters and Downspouts	1	LS		\$7,000.00		
6	Wood Fascias	113	LF	\$21.24	\$2,400.00		
7	Beam Reinforcement Repairs	25	LF	\$450.00	\$11,250.00		
8	Rafter Repair - Type A	7	EA	\$1,500.00	\$10,500.00		
9	Rafter Repair - Type B	7	EA	\$1,500.00	\$10,500.00		
10	Rafter Repair - Type C	12	EA	\$1,000.00	\$12,000.00		
11	Replacement Roof Plywood Sheathing	320	SF	\$18.75	\$6,000.00		
12	Rough Sawn Plank Roof Deck Replacement	60	LF	\$12.00	\$720.00		
13	Paint, Sealant and Miscellaneous	1	LS				
14	Remove and Reinstall Lightening Protection System	1	LS				
15	Temporary Shoring of Structure	1	LS				
16	Mobilization and Lifts	1	LS		\$12,000.00		
17	Site Restoration	1	LS				
18	General Conditions, Overhead & Profit	1	LS		\$78,111.00		
19	Contingency Allowance	1	LS	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
TOTAL BASE BID AMOUNT					\$338,480.99		
Line	Description	Quantity	Units	Unit Price	Total Cost	Unit Price	Total Cost
	Beam Reinforcement Repairs	1	LF		\$450.00		
	Rafter Repair - Type A	1	EA		\$1,500.00		
	Rafter Repair - Type B	1	EA		\$1,500.00		
	Rafter Repair - Type C	1	EA		\$1,000.00		
	Replacement Roof Plywood Sheathing	1	SF		\$18.75		
	Rough Sawn Plank Roof Deck Replacement	1	LF		\$12.00		
UNIT PRICING LINE ITEMS					\$4,480.75		\$0.00
Hours of Operation:							
24 Hr. Contact Phone #:							
References:				Y/N	Yes		
Insurance Requirements Met:				Y/N	Yes		
Signature Page:				Y/N	Yes		
Exceptions:				Y/N	Yes; landscaping is exluded.		
Forms:				Y/N	Yes		
Sole Bidder Meeting Specifications							

ATTEST:
Kristine Kallek
Susan Riesterer
Dennis Trantham


MaryBeth Murz,
Purchasing Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2019

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 McNish Group, Inc. 26622 Woodward Ave. Ste. 200 Royal Oak MI 48067	CONTACT NAME: Nikki Ellison PHONE (A/C, No, Ext): 248-544-4800 FAX (A/C, No): E-MAIL: certs@mcnish.com ADDRESS:
INSURED George H Pastor & Sons, Inc. 34018 Beacon Livonia MI 48150	INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Mutual Insurance Company INSURER B: Amerisure Insurance Co. INSURER C: Amerisure Insurance Co. INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1289214678**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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CPP203344115	11/12/2018	11/12/2019	EACH OCCURRENCE \$1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000. MED EXP (Any one person) \$5,000. PERSONAL & ADV INJURY \$1,000,000. GENERAL AGGREGATE \$2,000,000. PRODUCTS - COMP/OP AGG \$2,000,000. \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA203344014	11/12/2018	11/12/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000. BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU203344315	11/12/2018	11/12/2019	EACH OCCURRENCE \$5,000,000. AGGREGATE \$5,000,000. \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC203344219	11/12/2018	11/12/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Additional Insured as required by written contract: City of Troy. Coverage is primary and non contributory. Waiver of Subrogation as required by written contract. Thirty (30) days prior written notice except ten (10) days for non payment shall be given to Certificate Holder in the event of cancellation or non-renewal of the insurance.

CERTIFICATE HOLDER**CANCELLATION**

City of Troy
500 W Big Beaver Rd
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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT –
FORM A**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number CPP203344115	Agency Number	Policy Effective Date 11/12/18
Policy Expiration Date 11/12/19	Date	Account Number
Named Insured George H. Pastor & Sons, Inc.	Agency McNish Group	Issuing Company Amerisure Insurance Company

1.
 - a. **SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization:
 - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
 - (2) Who is named as an additional insured under this policy on a certificate of insurance.
 - b. The written contract, written agreement, or certificate of insurance must:
 - (1) Require additional insured status for a time period during the term of this policy; and
 - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
 - c. If, however:
 - (1) "Your work" began under a letter of intent or work order; and
 - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
 - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
 - a. That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
 - (1) Premises you:
 - (a) Own;
 - (b) Rent;
 - (c) Lease; or
 - (d) Occupy;
 - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
 - (b) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
- (3) Completed operations coverage, but only if:
- (a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or "your work" coverage; and
 - (b) This coverage part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

b. If the written contract, written agreement, or certificate of insurance:

- (1) Requires "arising out of" language; or
- (2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase "caused, in whole or in part, by" in paragraph 2.a. above is replaced by "arising out of".

c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:

- (1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or
- (2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or
- (3) Both those endorsements with either of those edition dates; or
- (4) Either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph 2.a. above applies.

- d. Premises, as respects paragraph 2.a.(1) above, include common or public areas about such premises if so required in the written contract or written agreement.**
- e. Additional insured status provided under paragraphs 2.a.(1)(b) or 2.a.(1)(c) above does not extend beyond the end of a premises lease or rental agreement.**
- f. The limits of insurance that apply to the additional insured are the least of those specified in the:**
 - (1) Written contract;
 - (2) Written agreement;
 - (3) Certificate of insurance; or
 - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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- g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

(1) The preparing, approving, or failing to prepare or approve:

- (a) Maps;
- (b) Drawings;
- (c) Opinions;
- (d) Reports;
- (e) Surveys;
- (f) Change orders;
- (g) Design specifications; and

(2) Supervisory, inspection, or engineering services.

- h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a. Primary;
- b. Excess;
- c. Contingent; or
- d. On any other basis;

but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

- i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph 2.h. **Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph 2.h. **Other Insurance** shown above.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85

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- J. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.