

J-4i Resolution to Postpone Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Concrete Slab Replacement Program for Local and Major Roads

Resolution #2019-04-044

Moved by Slater

Seconded by Pennington

RESOLVED, That the Troy City Council hereby **POSTPONES** *Item J-4i Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Concrete Slab Replacement Program for Local and Major Roads* until after the Forensic Audit is completed and presented to City Council and the Public.

Yes: All-7

No: None

MOTION CARRIED

H-2 Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Concrete Slab Replacement Program for Local and Major Roads

Resolution #2019-06-062

Moved by Slater

Seconded by Hamilton

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract with the option to renew for two (2) additional years for all requirements of the Concrete Pavement Replacement to the low bidder meeting specifications, *DiLisio Construction Inc., of Clinton Township, MI*, for an estimated total cost of \$1,456,000 for Industrial roads and \$1,000,000 for Local roads for fiscal year 2020, but not to exceed annual budgetary limitations at prices contained in the bid tabulation opened March 21, 2019, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, contract to expire June 30, 2022.

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

BLANKET ORDER

No. 2020-00000287

DATE: 08/22/2019

PAGE: 1 of 1

FOB DESTINATION

Ship To

CITY OF TROY
Streets
4693 ROCHESTER ROAD
TROY, MI 48085

Bill To

CITY OF TROY
Streets
4693 ROCHESTER ROAD
TROY, MI 48085COUNCIL RESOLUTION
20119-06-062

VENDOR NO. 107828

Vendor

DILISIO CONTRACTING INC
23525 LAKEPOINTE DRIVE #8
CLINTON TWP, MI 48036

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Each	CONCRETE SLAB REPLACEMENT PROGRAM	0.0000	\$0.00
		Year ONE of a potential THREE (3) Year Contract. FY 2019/2020		
1	Lump Sum	Local Roads	1,000,000.0000	\$1,000,000.00
1	Lump Sum	Oakland County Local Road Improvement (OCLRP)	456,000.0000	\$456,000.00
1	Lump Sum	Industrial Roads	1,000,000.0000	\$1,000,000.00
1	Each	City Representative:	0.0000	\$0.00
		Scott Carruthers, 248 524 3501.		
1	Each	ONE Year Contract FY 2019/2020	0.0000	\$0.00
		On Monday, 6/3/2019, Troy City Council approved a ONE Year Contract for Fiscal Year 2019/2020 with an option to renew for TWO Additional Years for the Concrete Slab Replacement Program to be completed on as needed basis as per bid specifications and bid prices of ITB-COT 19-12; the total annual cost of which shall not exceed budgetary limitations.		
1	Each	Your Bid Surety in the amount of \$20,000.00 was returned upon submission of acceptable Insurance, Performance, Labor and Materials Payment and Two-Year Maintenance Bonds.	0.0000	\$0.00

Entered By: MaryBeth Murz

\$2,456,000.00

Special Instructions:

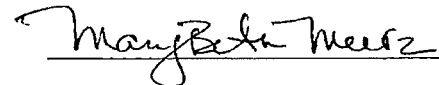
INSURANCE AND BONDS ON FILE (Including Two Year Maintenance Bond). Provide ONE (1) year requirements for the City of Troy Concrete Slab Replacement Program for the 2019/2020 Fiscal Year in accordance with the specifications for ITB-COT 19-14 at prices contained in the bid proposal opened 3/21/2019. Bid Pricing attached. This PO is for YEAR ONE of a potential THREE YEAR 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.



Opening Date - 3/21/2019
Date Reviewed - 3/22/2019

CITY OF TROY
BID TABULATION
CONCRETE SLAB REPLACEMENT PROGRAM

ITB-COT 19-12
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VENDOR NAME:			Dilisio Contracting, Inc.		Great Lakes Contracting Solutions, LLC		JB Contractors, Inc.	
CITY:			Clinton Twp., MI		Waterford, MI		Detroit, MI	
CHECK NUMBER:			56681199		56680985		2013007321	
CHECK AMOUNT:			\$20,000		\$20,000		\$20,000	
Proposal A: 2019-2020 Local Road Maintenance - Scattered locations								
NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Remove & Replace with Concrete 9" Non-reinforced-	1,000 S.Y.	\$30.00	\$30,000.00	\$62.50	\$62,500.00	\$87.20	\$87,200.00
2	Remove & Replace with Concrete 8" Non-reinforced-	1,000 S.Y.	\$30.00	\$30,000.00	\$58.00	\$58,000.00	\$82.20	\$82,200.00
3	Remove & Replace with Concrete 7" Non-reinforced-	12,000 S.Y.	\$61.64	\$739,680.00	\$56.70	\$680,400.00	\$74.70	\$896,400.00
4	Remove & Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not specified)	100 S.F.	\$10.00	\$1,000.00	\$11.95	\$1,195.00	\$6.00	\$600.00
5	Remove & Replace with Concrete Sidewalk/ 4" Non-reinforced (Locations not specified)	7,000 S.F.	\$3.73	\$26,110.00	\$7.90	\$55,300.00	\$5.00	\$35,000.00
6	Remove Concrete and rplc with topsoil/seed	300 S.F.	\$0.10	\$30.00	\$5.00	\$1,500.00	\$3.00	\$900.00
7	Structure Cover, (Adjustment)	75 each	\$206.00	\$15,450.00	\$375.00	\$28,125.00	\$200.00	\$15,000.00
8	Structure Cover, Adj, Add Depth (Reconst)	10 L.F.	\$250.00	\$2,500.00	\$200.00	\$2,000.00	\$200.00	\$2,000.00
9	Misc. Base Repair per CY to excavate/replace with 21AA Limestone, compacted in place if and where needed	1,500 TON	\$35.00	\$52,500.00	\$39.90	\$59,850.00	\$33.00	\$49,500.00
10	Installation of 6" edge drain	100 L.F.	\$15.00	\$1,500.00	\$15.00	\$1,500.00	\$15.00	\$1,500.00
11	Remove and Replace Curb & Gutter	200 L.F.	\$20.60	\$4,120.00	\$38.50	\$7,700.00	\$40.00	\$8,000.00
12	Install Handicap Ramps per MDOT R-28H	5,000 S.F.	\$9.00	\$45,000.00	\$9.50	\$47,500.00	\$9.00	\$45,000.00
13	Sidewalk Ramp, Retrofit, modified	100 S.F.	\$9.00	\$900.00	\$20.00	\$2,000.00	\$7.00	\$700.00
14	Restoration	Included	Included		Included		Included	
15	Traffic Maintenance	Included	Included		Included		Included	
16	Detectable Warning	150 L.F.	\$30.00	\$4,500.00	\$40.00	\$6,000.00	\$35.00	\$5,250.00
17	Asphalt Milling	2,000 S.Y.	\$3.00	\$6,000.00	\$4.75	\$9,500.00	\$4.50	\$9,000.00
18	Additional 21AA Limestone	200 TON	\$30.00	\$6,000.00	\$39.90	\$7,980.00	\$25.00	\$5,000.00
19	Fine Grading	Labor Price	\$5.00	\$5.00	\$390.00	\$390.00	\$200.00	\$200.00
20	Joint Sealing	2,000 L.F.	\$0.10	\$200.00	\$1.45	\$2,900.00	\$1.50	\$3,000.00
Estimated Total Cost – Proposal A			\$965,495.00		\$1,034,340.00		\$1,246,450.00	
Proposal B: 2019-2020 Major Road Maintenance - Scattered Locations								
NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Remove & Replace with Concrete 10" Non-reinforced-	5,500 S.Y.	\$66.59	\$366,245.00	\$72.00	\$396,000.00	\$92.20	\$507,100.00
2	Remove & Replace with Concrete 9" Non-reinforced-	6,000 S.Y.	\$64.68	\$388,080.00	\$68.00	\$408,000.00	\$87.20	\$523,200.00
3	Remove & Replace with Concrete 8" Non-reinforced-	200 S.Y.	\$63.68	\$12,736.00	\$58.00	\$11,600.00	\$82.20	\$16,440.00
4	Remove & Replace with Concrete 7" Non-reinforced-	200 S.Y.	\$55.62	\$11,124.00	\$56.70	\$11,340.00	\$77.20	\$15,440.00
5	Remove & Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not specified)	200 S.F.	\$10.00	\$2,000.00	\$10.95	\$2,190.00	\$6.50	\$1,300.00
6	Remove & Replace with Concrete Sidewalk/ 4" Non-reinforced (Locations not specified)	100 S.F.	\$10.00	\$1,000.00	\$7.50	\$750.00	\$5.00	\$500.00
7	Remove Concrete and rplc with topsoil/seed	100 S.F.	\$0.10	\$10.00	\$5.00	\$500.00	\$3.00	\$300.00
8	Structure Cover, (Adjustment)	20 each	\$206.00	\$4,120.00	\$375.00	\$7,500.00	\$200.00	\$4,000.00
9	Structure Cover, Adj, Add Depth (Reconst)	10 L.F.	\$250.00	\$2,500.00	\$200.00	\$2,000.00	\$200.00	\$2,000.00
10	Misc. Base Repair per CY to excavate/replace with 21AA Limestone, compacted in place	600 TON	\$35.00	\$21,000.00	\$39.90	\$23,940.00	\$33.00	\$19,800.00
11	Installation of 6" edge drain	100 L.F.	\$15.00	\$1,500.00	\$15.00	\$1,500.00	\$15.00	\$1,500.00
12	Remove and Replace Curb & Gutter	100 L.F.	\$20.60	\$2,060.00	\$38.50	\$3,850.00	\$40.00	\$4,000.00
13	Install Handicap Ramps per MDOT R-28H	500 S.F.	\$14.25	\$7,125.00	\$9.50	\$4,750.00	\$9.00	\$4,500.00
14	Sidewalk Ramp, Retrofit, modified	100 S.F.	\$14.25	\$1,425.00	\$20.00	\$2,000.00	\$7.00	\$700.00
15	Restoration	Included	Included		Included		Included	
16	Traffic Maintenance	Included	Included		Included		Included	
17	Detectable Warning	150 L.F.	\$0.01	\$1.50	\$40.00	\$6,000.00	\$35.00	\$5,250.00
18	Asphalt Milling	2,000 S.Y.	\$3.00	\$6,000.00	\$4.75	\$9,500.00	\$4.50	\$9,000.00
19	Additional 21AA Limestone	200 TON	\$30.00	\$6,000.00	\$39.90	\$7,980.00	\$25.00	\$5,000.00
20	Fine Grading	Labor Price	\$5.00	\$5.00	\$390.00	\$390.00	\$200.00	\$200.00
21	Joint Sealing	2,000 L.F.	\$0.10	\$200.00	\$1.45	\$2,900.00	\$1.50	\$3,000.00
Estimated Total Cost – Proposal B			\$833,131.50		\$902,690.00		\$1,123,230.00	
Estimated Total Cost – Proposal A & B			\$1,798,626.50		\$1,937,030.00		\$2,369,680.00	

CITY OF TROY
 BID TABULATION
 CONCRETE SLAB REPLACEMENT PROGRAM

ITB-COT 19-12
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PROGRESS PAYMENTS:
 CONTACT INFORMATION

REFERENCES
 AWARD

COMPLETION SCHEDULE MET:

INSURANCE MET:

PAYMENT TERMS:

WARRANTY:

ALL OR NONE-AWARD

EXCEPTIONS:

ACKNOWLEDGEMENT:

VENDOR QUESTIONNAIRE

FORMS:

100% of Contract
 Partial Contract:

VENDOR NAME:	Dillisio Contracting, Inc.	Great Lakes Contracting Solutions, LLC	JB Contractors, Inc
CITY:	Clinton Twp., MI	Waterford, MI	Detroit, MI
	Every 2 weeks (14 days)	Twice per month	Net 15
Hrs of Oper.	8 AM - 4 PM Mon-Fri	7 AM - 5 PM	7 AM - 8 PM Mon-Sat
Phone	(586) 405-4578	(248) 838-8699	(313) 995-8301
Y or N	Y	Y	Y
	Y	Y	Y
100% of Contract			
Partial Contract:			
Proposal A			
Proposal B			
Y or N			
Y or N	Y	Y	Y
	14 Days	BLANK	Net 30
Y or N	2 Year	BLANK	BLANK
Y or N	Y	N	N
Y or N	N	N	N
Y or N	Y	Y	Y
Y or N	Y	Y	Y
Y or N	Y	Y	Y

CITY OF TROY
 BID TABULATION
 CONCRETE SLAB REPLACEMENT PROGRAM

ITB-COT 19-12
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VENDOR NAME:			Major Cement Company		Florence Cement Company		Dominic Gaglio Construction, Inc.	
CITY:			Detroit, MI		Shelby Twp., MI		Southgate	
CHECK NUMBER:			9181220441		001316183		31137486	
CHECK AMOUNT:			\$20,000		\$20,000		\$20,000	
Proposal A: 2019-2020 Local Road Maintenance - Scattered locations								
NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Remove & Replace with Concrete 9" Non-reinforced-	1,000 S.Y.	\$76.00	\$76,000.00	\$97.00	\$97,000.00	\$68.00	\$68,000.00
2	Remove & Replace with Concrete 8" Non-reinforced-	1,000 S.Y.	\$74.00	\$74,000.00	\$110.00	\$110,000.00	\$65.00	\$65,000.00
3	Remove & Replace with Concrete 7" Non-reinforced-	12,000 S.Y.	\$72.00	\$864,000.00	\$66.00	\$792,000.00	\$64.00	\$768,000.00
4	Remove & Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not specified)	100 S.F.	\$8.00	\$800.00	\$25.00	\$2,500.00	\$8.50	\$850.00
5	Remove & Replace with Concrete Sidewalk/ 4" Non-reinforced (Locations not specified)	7,000 S.F.	\$6.00	\$42,000.00	\$11.50	\$80,500.00	\$8.00	\$56,000.00
6	Remove Concrete and rplc with topsoil/seed	300 S.F.	\$4.00	\$1,200.00	\$11.00	\$3,300.00	\$4.00	\$1,200.00
7	Structure Cover, (Adjustment)	75 each	\$500.00	\$37,500.00	\$473.00	\$35,475.00	\$500.00	\$37,500.00
8	Structure Cover, Adj, Add Depth (Reconst)	10 L.F.	\$250.00	\$2,500.00	\$429.00	\$4,290.00	\$220.00	\$2,200.00
9	Misc. Base Repair per CY to excavate/replace with 21AA Limestone, compacted in place if and where needed	1,500 TON	\$30.00	\$45,000.00	\$65.00	\$97,500.00	\$22.00	\$33,000.00
10	Installation of 6" edge drain	100 L.F.	\$18.00	\$1,800.00	\$46.00	\$4,600.00	\$18.00	\$1,800.00
11	Remove and Replace Curb & Gutter	200 L.F.	\$34.00	\$6,800.00	\$64.00	\$12,800.00	\$35.00	\$7,000.00
12	Install Handicap Ramps per MDOT R-28H	5,000 S.F.	\$11.00	\$55,000.00	\$8.00	\$40,000.00	\$16.00	\$80,000.00
13	Sidewalk Ramp, Retrofit, modified	100 S.F.	\$24.00	\$2,400.00	\$17.50	\$1,750.00	\$18.00	\$1,800.00
14	Restoration	Included	Included		Included		Included	
15	Traffic Maintenance	Included	Included		Included		Included	
16	Detectable Warning	150 L.F.	\$28.00	\$4,200.00	\$32.00	\$4,800.00	\$36.00	\$5,400.00
17	Asphalt Milling	2,000 S.Y.	\$4.00	\$8,000.00	\$7.50	\$15,000.00	\$22.00	\$44,000.00
18	Additional 21AA Limestone	200 TON	\$30.00	\$6,000.00	\$39.00	\$7,800.00	\$28.00	\$5,600.00
19	Fine Grading	Labor Price	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$2,000.00	\$2,000.00
20	Joint Sealing	2,000 L.F.	\$1.00	\$2,000.00	\$0.85	\$1,700.00	\$1.80	\$3,600.00
Estimated Total Cost – Proposal A			\$1,230,200.00		\$1,312,115.00		\$1,182,950.00	
Proposal B: 2019-2020 Major Road Maintenance - Scattered Locations								
NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Remove & Replace with Concrete 10" Non-reinforced-	5,500 S.Y.	\$98.00	\$539,000.00	\$89.00	\$489,500.00	\$110.00	\$605,000.00
2	Remove & Replace with Concrete 9" Non-reinforced-	6,000 S.Y.	\$92.00	\$552,000.00	\$80.00	\$480,000.00	\$90.00	\$540,000.00
3	Remove & Replace with Concrete 8" Non-reinforced-	200 S.Y.	\$80.00	\$16,000.00	\$87.00	\$17,400.00	\$85.00	\$17,000.00
4	Remove & Replace with Concrete 7" Non-reinforced-	200 S.Y.	\$72.00	\$14,400.00	\$90.00	\$18,000.00	\$80.00	\$16,000.00
5	Remove & Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not specified)	200 S.F.	\$11.00	\$2,200.00	\$20.00	\$4,000.00	\$9.50	\$1,900.00
6	Remove & Replace with Concrete Sidewalk/ 4" Non-reinforced (Locations not specified)	100 S.F.	\$5.00	\$500.00	\$25.50	\$2,550.00	\$9.00	\$900.00
7	Remove Concrete and rplc with topsoil/seed	100 S.F.	\$2.00	\$200.00	\$36.00	\$3,600.00	\$4.00	\$400.00
8	Structure Cover, (Adjustment)	20 each	\$500.00	\$10,000.00	\$473.00	\$9,460.00	\$500.00	\$10,000.00
9	Structure Cover, Adj, Add Depth (Reconst)	10 L.F.	\$250.00	\$2,500.00	\$257.00	\$2,570.00	\$250.00	\$2,500.00
10	Misc. Base Repair per CY to excavate/replace with 21AA Limestone, compacted in place	600 TON	\$30.00	\$18,000.00	\$95.00	\$57,000.00	\$25.00	\$15,000.00
11	Installation of 6" edge drain	100 L.F.	\$17.00	\$1,700.00	\$63.00	\$6,300.00	\$19.00	\$1,900.00
12	Remove and Replace Curb & Gutter	100 L.F.	\$34.00	\$3,400.00	\$60.00	\$6,000.00	\$40.00	\$4,000.00
13	Install Handicap Ramps per MDOT R-28H	500 S.F.	\$10.00	\$5,000.00	\$12.50	\$6,250.00	\$18.00	\$9,000.00
14	Sidewalk Ramp, Retrofit, modified	100 S.F.	\$24.00	\$2,400.00	\$17.50	\$1,750.00	\$20.00	\$2,000.00
15	Restoration	Included	Included		Included		Included	
16	Traffic Maintenance	Included	Included		Included		Included	
17	Detectable Warning	150 L.F.	\$27.00	\$4,050.00	\$32.00	\$4,800.00	\$40.00	\$6,000.00
18	Asphalt Milling	2,000 S.Y.	\$4.00	\$8,000.00	\$7.50	\$15,000.00	\$25.00	\$50,000.00
19	Additional 21AA Limestone	200 TON	\$30.00	\$6,000.00	\$32.50	\$6,500.00	\$30.00	\$6,000.00
20	Fine Grading	Labor Price	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$10,000.00	\$10,000.00
21	Joint Sealing	2,000 L.F.	\$1.00	\$2,000.00	\$0.85	\$1,700.00	\$2.00	\$4,000.00
Estimated Total Cost – Proposal B			\$1,188,350.00		\$1,133,480.00		\$1,301,600.00	
Estimated Total Cost – Proposal A & B			\$2,418,550.00		\$2,445,595.00		\$2,484,550.00	

CITY OF TROY
 BID TABULATION
 CONCRETE SLAB REPLACEMENT PROGRAM

ITB-COT 19-12
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PROGRESS PAYMENTS:
 CONTACT INFORMATION

REFERENCES
 AWARD

COMPLETION SCHEDULE MET:
 INSURANCE MET:
 PAYMENT TERMS:
 WARRANTY:
 ALL OR NONE-AWARD
 EXCEPTIONS:
 ACKNOWLEDGEMENT:
 VENDOR QUESTIONNAIRE
 FORMS:
 One (1) late bid received.

100% of Contract
 Partial Contract:

	Major Cement Company	Florence Cement Company	Dominic Gaglio Construction, Inc.
VENDOR NAME:			
CITY:	Detroit, MI	Shelby Twp., MI	Southgate
	BLANK	First and Fifteenth of each month	Bi-Weekly
Hrs of Oper.	8 AM - 6 PM Mon-Fri	Not specified	7 AM - 5 PM
Phone	(248) 388-1168	(248) 343-9352	(734) 216-2051
Y or N	Y	Y	Y
	Y	Y	N
Proposal A	X	X	X
Proposal B	X	X	
Y or N			
Y or N	Y	Y	Y
	BLANK	Bi-Monthly	Bi-Weekly
Y or N	BLANK	Per Contract	AS SPECIFIED
Y or N	N	Y	N
Y or N	N	N	N
Y or N	Y	Y	Y
Y or N	Y	Y	Y
Y or N	Y	Y	Y

ATTEST:
 Scott Carrouthers
 Sue Reisterer
 Kristine Kallek

MaryBeth Murz
 Purchasing Manager



**CITY OF TROY
BID PROPOSAL**

ITB-COT 19-12

Page 1 of 10

The undersigned proposes to complete the **CITY OF TROY CONCRETE SLAB REPLACEMENT PROGRAM** in accordance with the attached specifications and drawings that are to be considered an integral part of this proposal at the following prices:

COMPANY NAME: Dilisio Contracting Inc.

PROPOSAL A: The undersigned as bidder declares that he/she 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 availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, to repair approximately 14,000 square yards of concrete 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.

Proposed 2019-2020 Local Road Maintenance - Scattered Locations

	DESCRIPTION	EST QTY ONE (1) YR.	UNIT PRICE	ESTIMATED TOTAL
1.	Remove and Replace with Concrete 9" Non-reinforced-	1,000 S.Y.	\$ 30.00	\$ 30,000.00
2.	Remove and Replace with Concrete 8" Non-reinforced	1,000 S.Y.	\$ 30.00	\$ 30,000.00
3.	Remove and Replace with Concrete 7" Non-reinforced	12,000 S.Y.	\$ 61.64	\$ 739,680.00
4.	Remove and Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not specified)	100 S.F.	\$ 10.00	\$ 1,000.00
5.	Remove and Replace with Concrete Sidewalk, 4" Non-reinforced (Locations not specified)	7,000 S.F.	\$ 3.73	\$ 26,110.00
6.	Remove Concrete and replace with top soil and seed	300 S.F.	\$.10	\$ 30.00
7.	Structure Cover, (Adjustment)	75 EA.	\$ 206.00	\$ 15,450.00
8.	Structure Cover, Adj, Add Depth (Reconstruction)	10 L.F.	\$ 250.00	\$ 2,500.00
9.	Miscellaneous Base Repair (undercut) per Ton to excavate and replace with 21AA Limestone, compacted in place if and where needed.	1,500 TON	\$ 35.00	\$ 52,500.00
10.	Installation of 6" edge drain (Locations not specified)	100 L.F.	\$ 15.00	\$ 1,500.00
11.	Remove and Replace Curb and Gutter. (Locations not specified)	200 L.F.	\$ 20.60	\$ 4,120.00
12.	Install Handicap Ramps per MDOT R-28H	5,000 S.F.	\$ 9.00	\$ 45,000.00
13.	Sidewalk Ramp, Retrofit, Modified	100 S.F.	\$ 9.00	\$ 900.00
14.	Restoration	Included	Included	Included
15.	Traffic Maintenance	Included	Included	Included
16.	Detectable Warning	150 L.F.	30.00	4500.00
17.	Asphalt Milling	2,000 S.Y.	3.00	6000.00
18.	Additional 21AA Limestone	200 TON	30.00	6000.00
19.	Fine Grading	Labor Price	5.00	5.00
20.	Joint Sealing	2,000 L.F.	.10	200.00
	Estimated Total Cost - Proposal A		\$ 965,495.00	

PROPOSAL B: The undersigned as bidder declares that he/she 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 availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, to repair approximately 12,000 square yards of concrete 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.

Proposed 2019-2020 Major Road Maintenance - Scattered Locations

	DESCRIPTION	EST QTY ONE (1) YR.	UNIT PRICE	ESTIMATED TOTAL
1.	Remove and Replace with Concrete 10" Non-reinforced-	5,500 S.Y.	\$ 64.59	\$366,245.00
2.	Remove and Replace with Concrete 9" Non-reinforced-	6,000 S.Y.	\$ 64.68	\$388,080.00
3.	Remove and Replace with Concrete 8" Non-reinforced	200 S.Y.	\$ 63.68	\$12,736.00
4.	Remove and Replace with Concrete 7" Non-reinforced	200 S.Y.	\$ 55.62	\$11,124.00
5.	Remove and Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not specified)	200 S.F.	\$ 10.00	\$2,000.00
6.	Remove and Replace with Concrete Sidewalk, -4" Non-reinforced (Locations not specified)	100 S.F.	\$ 10.00	\$1,000.00
7.	Remove Concrete and replace with top soil and seed	100 S.F.	\$ 10	\$1,000.00
8.	Structure Cover, (Adjustment)	20 EA.	\$ 206.00	\$4,120.00
9.	Structure Cover, Adj, Add Depth (Reconstruction)	10 L.F.	\$ 250.00	\$2,500.00
10.	Miscellaneous Base Repair (undercut) per Ton to excavate and replace with 21AA Limestone, compacted in place if and where needed.	600 Ton	\$35.00	\$21,000.00
11.	Installation of 6" edge drain (Locations not specified)	100 L.F.	\$ 15.00	\$1,500.00
12.	Remove and Replace Curb and Gutter. (Locations not specified)	100 L.F.	\$ 20.60	\$2,060.00
13.	Install Handicap Ramps per MDOT R-28H	500 S.F.	\$ 14.25	\$7,125.00
14.	Sidewalk Ramp, Retrofit, Modified	100 S.F.	\$ 14.25	\$1,425.00
15.	Restoration	Included	Included	Included
16.	Traffic Maintenance	Included	Included	Included
17.	Detectable Warning	105 L.F.	1.01	1.05
18.	Asphalt Milling	2,000 S.Y.	3.00	6,000.00
19.	Additional 21AA Limestone	200 TON	30.00	6,000.00
20.	Fine grading	Labor Price	5.00	5,000.00
21.	Joint Sealing	2,000 L.F.	1.00	2,000.00
Estimated Total Cost - Proposal B			\$ 833,131.05	

Price for Removal and Replacement with Concrete Pavement Patching shall include Sawcutting, Removal and Replacement of existing pavements, Base Repair, Restoration, Soil Erosion Control, Storm Water Management, Traffic Maintenance in conformance with Current law (Public Act 315 of 2003, copy attached) redefining work and all other items as needed to perform the work.
All items of work noted in the Specifications that are not specifically noted in the proposal shall be considered as included in the construction and shall be constructed at no extra cost to the City.

COMPANY NAME: D. Lizio Contracting Inc.

INSPECTION FEES:

The successful contract(s) will pay the hourly rate for any overtime incurred by the City of Troy Inspectors for all inspections that fall outside the normal eight (8) hour work day as stated below:

- \$50 / hour – includes charge for inspector and vehicle
- Normal working hours: Monday – Friday, 7:30 a.m. – 3:30 p.m. (Excluding official City Holidays)

Any inspections that fall outside of these hours will be charged at the hourly rate listed above.

UNIT PRICES:

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

PRICE BID:

The prices stated in the proposal by the bidder shall include the cost of everything necessary for the performance and completion of this contract in the manner and time prescribed, including the furnishing of all material, tools, equipment, transportation, labor, supervision, all costs on account of loss by damage or destruction of the work, and unforeseen difficulties encountered for settlement of damages, or replacement of defective work and materials, and for all else necessary to complete the contract.

ESTIMATED QUANTITIES:

Quantities stated are estimated and are not guaranteed. Quantities stated are for award purposes only.

The estimated quantities for the several scheduled items of work involved in the execution of this Contract are as set forth in as much detail as is practicable on the proposal, and are to be used for comparison of the proposals received. The actual quantities may be greater or less. The City reserves the right to increase or decrease any or all of them and the contractor shall be paid for the actual amount of work completed and accepted by the City at the prices stated in the proposal. The City of Troy will not be penalized for requiring more or less of the services specified. The method of payment for the various items shall be described in the specifications.

DESIGNATED CITY REPRESENTATIVES:

Scott Carruthers, Streets and Drains Operations Manager and Robert Shenk, Streets Division Field Supervisor are the designated City representatives for this project.

ADDITIONAL INFORMATION:

For additional information or questions concerning this project please contact **Scott Carruthers, Streets and Drains Operations Manager at 248.524.3501 or email at Scott.Carruthers@troymi.gov.**

MICHIGAN CONSTRUCTION LIEN ACT:

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

SUBCONTRACTORS:

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. The Contractor shall list the name and address of the proposed Subcontractors and sub-subcontractors when required by the City. Approval of a Subcontractor or sub-subcontractors will not be given unless and until it is determined by the City that he/she is qualified to perform the type and magnitude of work proposed and shall have executed a Subcontract or sub-subcontract in a form acceptable to the City. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council.

The Contractor shall abide by the provisions set forth therein. Any item of work performed by other than the Contractor or approved Subcontractors will be considered as unauthorized and shall not be paid for under the provision of the Contract.

COMPANY NAME: Dilisio Contracting Inc.

PUBLIC ACT 57:

Public Act 57 requires contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for modifications of contracts for improvement of real property; to provide for remedies; and to repeal acts and parts of acts. This contract shall comply with all applicable provisions of Public Act 57 [a copy of the act is attached for reference (2 pages)].

BID DEPOSIT AND FORFEITURE:

The bid deposit of the lowest bidder shall be forfeit if, after bid opening, a change in the bid price or other provision of the bid is required by the bidder that is prejudicial to the interest of the City of Troy or fair competition.

BOND SUBMITTAL:

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

PROGRESS PAYMENTS:

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

Proposed Payment

Schedule: Every 2 Weeks (14 days)

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

PURCHASE ORDER:

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

CONTRACT FORMS:

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

DELIVERY:

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

CONTACT INFORMATION: office-

Emergency - Joe Lia

Hours of operation: 8 am - 4 pm M-F

24 Hr. Contact Phone No. (586) 405-4578

COMPANY NAME: Diliso Contracting Inc.

ALTERNATES:

Alternates may have been included in the Proposal for the offering of prices for certain combinations of the various sections of the work. Prices must be offered for any or all alternates. No unsolicited alternate will be considered.

REFERENCES:

The City of Troy requires that your company list at least three (3) clients who have recently had similar work performed by your company during the past three years.

COMPANY: City of Madison Heights
ADDRESS: 300 West Thirteen Mile Madison Hts. MI 48071
PHONE: 248-399-0886 CONTACT: Brad Brickel - (NF)
DATE BUILT: Jun 2018 CONSTRUCTION COST: 2,860,000.00

COMPANY: City of Sterling Heights
ADDRESS: 40555 Utica Rd. SH MI 48314
PHONE: 810-499-1783 CONTACT: Adam LaClair
DATE BUILT: June 2018 CONSTRUCTION COST: 2,680,000.00

COMPANY: City of Grosse Pointe Woods
ADDRESS: 20025 Mack Plaza G.P.W. MI 48236
PHONE: 586-726-1234 CONTACT: Scott Lockwood - (NEW)
DATE BUILT: June 2017 CONSTRUCTION COST: 556,000 -

AWARD:

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

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

The awarded contract(s) will begin after July 1, 2019 and must be completed by June 30, 2020. Please state the amount of work that your company can certify to be completed within the time allowable:

- ☒ 100% of the contract
☐ Partial Contract: ☐ Proposal A
☐ Proposal B

Please mark the proposals that you can complete within the specified timeframe.

After the bid opening, the City of Troy reserves the right to confirm with each recommended bidder(s) that they can complete the project in the timeframe required prior to making the award.

COMPLETION SCHEDULE:

The work shall commence after July 1, 2019. A work schedule shall be provided to Scott Carruthers, Streets and Drains Operations Manager. He shall approve the work schedule prior to the start of the project. His decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. The contractor is required to start the project within 10 working days after notification to proceed unless otherwise agreed upon.

Awarded proposal must be completed by June 30, 2020, and invoiced by July 10, 2020 - no exceptions.

COMPANY NAME: Dilisio Contracting Inc.

NAME, ADDRESS AND LEGAL STATUS OF BIDDER:

All proposals must be properly signed in ink and the address of the Bidder given. The legal status of the Bidder, whether corporation, partnership, or individual, shall also be stated in the proposal.

A corporation shall execute the proposal by its duly authorized officers in accordance with its corporate bylaws and shall also list the state in which it is incorporated. A partnership Bidder shall give all the names of the partners. Partnership and individual Bidders will be required to state in the *Proposal* the names of all persons interested therein.

The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state, must be given after his/her signature.

If the Bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venturer shall execute the proposal.

Anyone signing a proposal as an agent of another or others must submit with his/her proposal, legal evidence of this authority to do so.

ADDENDA AND EXPLANATIONS:

No verbal answers to inquiries regarding the meaning of the Specifications or verbal instructions previous to the award of the Contract will be given. Any verbal statements regarding same by any person previous to the award shall be unauthorized.

Explanations desired by Bidders shall be requested of the designated City representative in writing, and if explanations are necessary, a reply will be made in the form of an Addendum. Addenda issued to Bidders prior to date of receipt of Proposals shall become a part of the Specifications, and all Proposals shall include the work described in the Addenda.

No inquiry received within seven (7) calendar days of the date fixed for the opening of Bids will be given consideration.

CONSTRUCTION CONDITIONS:

Each Bidder shall visit the various sites of work and fully acquaint themselves with conditions relating to construction and restrictions pertaining to the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Specifications.

It is also expected that the Bidder will obtain information concerning the available facilities for receiving, transporting, handling and storing construction equipment and materials and other local conditions that may affect this work.

The Bidder shall report in writing any apparent omissions, errors or discrepancies in the specifications to the designated City representative in ample time before the bid opening date.

The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document, or to visit the site(s) and acquaint themselves with conditions there existing, shall in no way relieve themselves from any obligation with respect to their Bid or to the contract.

The Contractor, as such and as Bidder, shall make his/her own determination as to soil conditions and shall assume all risk and responsibility and shall complete the work with whatever materials and under whatever conditions he/she may encounter or create, without extra cost to the City.

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

COMPANY NAME: Dilisio Contracting Inc.

CONSTRUCTION CONDITIONS: - Continued

All materials and workmanship shall meet the City's specifications and standard details where and when applicable.

All work shall conform to the "Michigan Department of Transportation 2012 Standard Specifications for Construction" and the "Michigan Manual of Uniform Traffic Control Devices, Current Edition."

LOCATION OF CONTRACTOR'S YARD:

Contractor shall provide their own site for a yard used for storage of equipment and materials for this project. City owned land will not be available for that purpose. If the contractor desires to locate their yard within the boundaries of the City of Troy, the right is reserved by the City to approve its location.

ROUTES TO BE FOLLOWED:

Material supply and batch trucks, as well as other equipment, shall travel on streets designated by the City Ordinance as truck routes. The right to designate the route to be followed is reserved by the City.

COMPETENCY OF THE BIDDER:

The opening and reading of the Proposal shall not be construed as an acceptance of the Bidder as a responsible Bidder. The City reserves the right to determine the responsibility of a Bidder from its knowledge of the Bidder's qualifications or from other sources.

Bidders must have at least three (3) years experience in the scope of the work described herein these contract documents in order to be considered a qualified bidder.

The City reserves the right to require certified supporting data regarding the qualifications of the Bidder in order to determine whether he/she is a responsible Bidder. The Bidder will be required to furnish the following information sworn to under oath by him/her:

1. The Bidder's performance record with listing of work of a similar character and proportions that he/she has constructed, giving the name of the entity, date built, and construction cost.
2. A tabulation of other work now under Contract, giving the location, type, size, required date of completion, and the percentage of completion to date of each job.
3. An itemized list of Bidder's equipment available for use on the proposed Contract.
4. A listing of the major parts of the work which are proposed to be sublet along with a complete list and references of all subcontractors and sub-subcontractors.
5. The experience of the Bidder's key personnel and the name and title of the person(s) who would supervise the work and make "on the job" decisions during construction.
6. The Bidder's certified financial statement, dated within sixty (60) days prior to the opening of Bids. The City may require that any items of such statements be further verified.
7. Evidence that the Bidder is licensed to do business in the State of Michigan, in case of a corporation organized under the laws of any other State.
8. A construction schedule for that portion of the Contract for which he/she is under consideration for award, based on starting construction within ten (10) days after receiving "Notification to Proceed."
9. Such additional information as will satisfy the City that the Bidder is adequately prepared to fulfill the Contract.

COMPANY NAME: Dilisio Contracting Inc.

COMPETENCY OF THE BIDDER: - Continued

The City may make such additional investigations as deemed necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the City all such information and data for this purpose as requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

DISQUALIFICATION OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of his/her Bid or Bids:

1. Evidence of collusion among Bidders.
2. Lack of competency as revealed by either financial experience or plant equipment statement as submitted.
3. Lack of responsibility as shown by past work, judged from the standpoint of workmanship and progress.
4. Uncompleted work under other Contracts, which, in the judgment of the City, might hinder or prevent the prompt completion of additional work, if awarded.
5. Being in arrears on existing Contracts, in litigation with the City, or having defaulted on a previous Contract.

AVAILABILITY OF MATERIALS:

The City reserves the right to withhold awarding of the contract to the lowest responsible bidder for a reasonable period of time so that the successful bidder(s) can furnish certifications and other proof that he/she has made arrangements to obtain the necessary materials and that these will be available to him/her in sufficient quantities so that the work can be carried on and completed within the specified time limit.

ORDER OF WORK:

The right to prescribe the order in which the work called for under this contract is to be done will be retained by the City.

DOWNPAYMENTS AND PREPAYMENTS:

Any proposal 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.

COMPANY NAME: D. L. LISO CONTRACTING INC.

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

☒ 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 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 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.

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 Purchasing Manager will review the insurance certificates to ensure all acceptable documents have been received and allow (5) 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: D. L. Liso Contracting Inc.

SIGNATURE PAGE

PRICES:

Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm for the entire contract period **expiring June 30, 2022**. The contract may be renewed for Two (2) additional one year periods based upon mutual consent of both parties within 90 days of contract termination under the same prices, terms, and conditions. The renewal is subject to a favorable market survey and City Council approval. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued. The City of Troy may terminate this contract with written notice at least thirty (30) days in advance.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Giuseppe D. Lia
Giuseppe D. Lia

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

TAX ID: 38-3193519

COMPANY: Dilisio Contracting Inc

ADDRESS: 23525 Lakepointe CITY: Clinton Twp. STATE: MI ZIP: 48036

PHONE: (888) 783-4044 FAX NUMBER: (888) 783-4058

REPRESENTATIVE NAME: Giuseppe D. Lia

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Giuseppe D. Lia
(Print)

PAYMENT TERMS: 14 day's WARRANTY: 2 year

CHECK INCLUDED: Yes COMPLETION: **NO LATER THAN JUNE 30th OF ANY ONE CONTRACT YEAR.**

EMAIL: Joe@dilisiocontracting.com

EXCEPTIONS:

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

☒ Please check, if this bid proposal is an all or none award – "One Lot Pricing" not to be broken up by proposal.

ACKNOWLEDGEMENT:

I, Giuseppe D. Lia, 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, and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Giuseppe D. Lia

IMPORTANT: All City of Troy purchases require a 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(s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

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



VENDOR QUESTIONNAIRE

DATE: March 21, 2019
Month/Date/Year

COMPANY NAME: Dilisio Contracting Inc.

ESTABLISHED: Aug 4, 1994 or 20 STATE: MI

TYPE OF ORGANIZATION: (Circle One)

- a. Individual
- b. Partnership
- ☒ c. Corporation
- d. Joint Venture
- e. Other _____

YEARS IN BUSINESS: 24

If applicable:

FORMER COMPANY NAME(S)

YEARS IN BUSINESS

N/A

Please provide the following information and submit with your bid proposal:

- 1) Number of years of experience in this type of work: 24 Years
- 2) List the number, year acquired, and types of equipment to be used if awarded the bid (Attach itemized list that is marked 1 for identification if more space is required):
- See
attached
Documents

- 3) List all contract commitments your firm has been engaged to perform for 2019/2020. Give organization name, value of contract, required completion date and percent complete.

ORGANIZATION	VALUE	DATE	PERCENTAGE
City of Sterling Hts.	3,000,000 -	11/2019	0%
City of Troy	1,200,000 -	6/2019	0%
City of Madison Hts.	3,000,000 -	11/2019	0%

- 4) If applicable, list all proposed subcontractors to be used in the performance of this contract and the work to be performed by each.

Scodeller Construction - Joint Sealing
51722 Grand River
Warren MI 48093

- 5) Key Personnel assigned to the project. Provide name, title and any certificates or degrees each individual has received.

- Lorenzo D. Dilisio - President - 26 years
Experience concrete paving / management
- Giuseppe D. Lia - Treasurer - 24 years
Experience concrete paving / management
- Josef A. Dilisio - V. President - 24 years
Experience concrete paving Const. Management.

- 6) Name of your bank or other financial reference: Chemical Bank
- 7) Comments: Previously performed contracts for the
City of Troy.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative:

Company:

Address:

Phone Number:

Representative's Name:

Date:

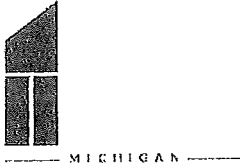
Giuseppe D. Lia
Dilisio Contracting Inc.
23525 Lakepointe
Clinton Twp. 48036
586.783.404
Giuseppe D. Lia
3/21/19 (print)

No.1 :DILLIO CONTRACTING 2019 EQUIPMENT LIST

UNIT #	YEAR	DESCRIPTION	SERIAL #
1	1993	CAT 416B LOADER BACKHOE 4X4	8ZK00385
2	1995	CAT D3 BULL DOZER	6SL01418
3	1994	CAT 446B BACKHOE 4X4	5BL00663
4	1995	CAT 938F LOADER	IKM00399
5	1999	CAT 950G LOADER	3JW00416
6	2000	CAT D6 MXL BULL DOZER	31WN02251
7	1996	BOMAG BW172D2 VIBRATORY ROLLER	101520610978
8	1994	CAT 322L EXCAVATOR W/ 48" BUCKET	9RL00355
9	1996	CAT M318 WHEELED EXCAVATOR	8AL00730
10	1991	CAT 953 TRACK LOADER	20Z04137
11	1998	CORE CUT SAW V465D1 SPEC. 465705	1258973
12	1999	TARGET PRO 65 II Z46501 SPEC. 460731	92110652
13	1998	ARROW HJ1350 BREAKER	6492
14	1979	ARROW HJ1250R BREAKER	8J1250
15	1999	185 CFM INGERSOLL RAND COMPRESSOR	3000651UEJ210
16	1997	873 BOBCAT SKIDSTEER	514116163
17	2000	SWEEPSTER ATTACHMENT	N/A
18	2000	ALLEN CONCRETE PAVER ACP 12-27 FRP	
19	N/A	2590 LF 13" PAVING FORMS	
20	N/A	6000 LF 10" PAVING FORMS	
21	N/A	5190 LF 8" PAVING FORMS	
22	N/A	2370 LF 4" PAVING FORMS	
23	N/A	1140 LF 9" PAVING FORMS	
24	N/A	FORM PIN PULLER	
25	N/A	12-27 FT ADJUSTABLE TAIL GRADER	
26	2005	STRONG MFG GYPSUM PUMP, SUPER 80	
27	2007	POWER SCREED 20' 11HP HONDA	
28	2008	SOFF CUT PROWLER 4000	2232
29	2008	HUSQVARNA FS4800 CONCRETE SAW	
30	2008	SOFF CUT PROWLER 4000	6649
31	1987	PAV-SAVER 9-19	234918FHF587
32		WILDCAT, SISSOR LIFT SL20	9850331098
33		FORKLIFT, YALE, 4000LBS GLC0YOALNUAE083	N511081
34	2001	CAT 308 BSR EXCAVATOR	3YS02080
35		KENCO, 30" SLAB CRAB	140164-1-1
36		KENCO, 12" BUCKET	118136-4
37		KENCO, 48" CLEANUP BUCKET	118136-2
38		KENCO, MANUAL PIN GRABBING COUPLER	118136-1
39	2000	CAT 308 BSR EXCAVATOR	3YS03055
40		KENCO, 30" SLAB CRAB	
41		KENCO, 12" BUCKET	
42		KENCO, 48" CLEANUP BUCKET	
43		KENCO, MANUAL PIN GRABBING COUPLER	

No.1 :DILLO CONTRACTING 2019 EQUIPMENT LIST

44	2003	SULLAIR, 185CFM AIR COMPRESSOR		
45	2004	CAT 330CL EXCAVATOR		DK02078
46		BUCKET, CAT 74"		OZ1K12046
47	2008	ALLMAND, SOLAR ARROW BOARDS		
48	2008	ALLMAND, SOLAR ARROW BOARDS		
49	2008	ALLMAND, SOLAR ARROW BOARDS		
50		PROTECH, 14' SNOWPUSHER		
51	2005	BOBCAT, T-190 SKID STEER LOADER		527717
52	1998	BOMAG BW172D2 VIBRATORY ROLLER		101520120243
53	2007	CAT M318 W/ TILTING 60" BUCKET & 34" BUCK		OH2D00780
54	2000	CAT M318 W/ TILTING 60" BUCKET		8AL02261
55	2005	LAYMOR 6HC SWEEPER		20204-007
56	2001	CAT 313B SR W/ 30" BUCKET & 60" DITCH BUC		9PR01281
57		KENCO EX120 36" SLAB CRAB FOR 313		
58		KENCO EX120 PIN GRABBING COUPLE FOR 313		
59		KENCO EX120 12" .40 CY HD BUCKET FOR 313		
60		800 LF 14" PAVING FORMS (METAFORMS)		
61		3200 LF 14" PAVING FORMS (METEFORMS)		
62	2009	VERMAC SOLAR ARROW BOARDS		2S9US21109S113281
63	2009	VERMAC SOLAR ARROW BOARDS		2S9US21109S132806
64	2009	VERMAC SOLAR ARROW BOARDS		2S9US21109S132809
65		ALLEN 7560XL POWER CURE SPRAYER		
66		ALLEN 7560XL POWER CURE SPRAYER		
67	2004	CAT D5N LGP DOZER		LKT00279
68		EZ-DRILL 1 GANG CONCRETE AIR DRILL		B231
69		EZ-DRILL 2 GANG CONCRETE AIR DRILL		
70		MINNICH H3 HYDRULIC 3 GANG DRILL		1443-18
71		KENCO 42" SLAB CRAB FOR M318		
72		KENCO 42" SLAB CRAB FOR M318		
73		BROCE RJ300 BROOM		87172
74	1988	PAV-SAVER 12-24 PAVING MACHINE		
75		CATERPILLAR 60, 6000 LB. FORKLIFT		D-332802
76	2012	E-Z DRILL MODEL 210B		Y4274
77		HYDRULIC HAMMER FOR 330 CL		
78		APT 155 ROCK DRILL		1204036
79	2005	CAT M318C		OBCZ02136
80		PAV-SAVER 28 FT ADJUSTABLE TAIL DRAG		
81		PAV-SAVER 18 FT ADJUSTABLE TAIL DRAG		
82	2013	HUSQVARNA FS 6600 CONCRETE SAW		
83	2012	HUSQVARNA FS 6600 CONCRETE SAW		1302558001
84	2012	HUSQVARNA FS 6600 CONCRETE SAW		
85	1996	INGERSOLRAND 185 AIR COMPRESSOR		264027UDG327



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Giuseppe D. Lia being duly sworn deposed, says that he or she
(Print Full Name)

is Treasurer. 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.

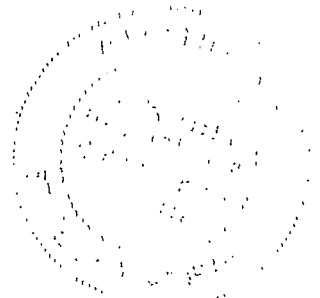
Giuseppe D. Lia
SIGNATURE OF PERSON SUBMITTING BID

Valori Haddad
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 20 day of March, 20 19 in and for Macomb County.

My commission expires:

February 14, 2025



VALORI HADDAD
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
MY COMMISSION EXPIRES FEB 14, 2025
ACTING IN THE COUNTY OF Macomb



Legal Status of Bidder:

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

Dilisio Contracting Inc.

A corporation duly organized and doing business under the laws of the State of Michigan for whom Giuseppe D. Lica, bearing the office title of Treasurer, whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

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

--	--



**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	DiLisio Contracting Inc.
Street Address	23525 Lakepointe Dr.
City	Clinton Twp.
State, Zip	Michigan 48036
Corporate I.D. Number/State	800151297
Taxpayer I.D. #	38-3193519

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 required 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: Giuseppe D. Lia

Printed Name of Vendor's Authorized Agent: Giuseppe D. Lia

Witness Signature: Lisa Lia

Printed Name of Witness: Lisa Lia



MICHIGAN

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.*

Dilisio Contracting Inc.
Name of Agency/Company/Firm (Please Print)

Giuseppe D. Lia - Treasurer
Name and title of authorized representative (Please Print)

Giuseppe D. Lia
Signature of authorized representative

March 21, 2019
Date

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



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

The undersigned, the owner or authorized officer of DiLisio Contracting Inc (the "Proposer"), pursuant to the familial disclosure requirement provided in the Request for Proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employees of _____ and any member of the City of Troy City Council or City of Troy management.

List any Familial Relationships:

"None"

BIDDER:

DiLisio Contracting Inc.

By: Giuseppe D. Lia

Its: Treasurer

STATE OF MICHIGAN)

)ss.

COUNTY OF Macomb)

This instrument was acknowledged before me on the 20 day of March, 2019, by

Valori Haddad

VALORI HADDAD
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
MY COMMISSION EXPIRES FEB 14, 2025
ACTING IN THE COUNTY OF Macomb



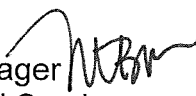
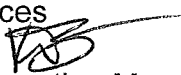


500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: April 15, 2019

To: Mark F. Miller, City Manager

From: MaryBeth Murz, Purchasing Manager 
Tom Darling, Director of Financial Services
Kurt Bovensiepe, Public Works Director 
Scott Carruthers, Streets and Drains Operation Manager

Subject: Standard Purchasing Resolution 2 – Low Bidder Meeting Specifications- Concrete Slab Replacement Program for Local and Major Roads

History

- The Streets and Drains Division is responsible for the maintenance on City of Troy concrete Major and Local Roads.
- This responsibility includes identifying and replacing sections of concrete roads.
- The Streets and Drains Division uses the Pavement Surface Evaluation Rating program (PASER) to identify the most deteriorated roads in the City of Troy. Roads identified for slab replacement through fiscal year 2020 are in various sections.
- These areas include Industrial and Local roads.
- One-year requirements for Concrete Slab Replacement Program with an option to renew for two (2) additional years was competitively bid and opened on March 27, 2014, in accordance with City Charter and Code. The scope of work included all labor, tools, equipment, and transportation for concrete slab replacement services on local and major roads.
- April 14, 2014 Troy City Council approved the one-year contract with an option to renew for one (1) additional year to the low total bidder, *DiLisio Contracting, Inc. of Clinton Township, MI* (Resolution #2014-04-063-J-4a)
- March 9, 2015 Troy City Council additionally approved the one (1) year extension with an increase that directly reflected the increase in all infrastructure trades in the Metro Detroit Area (Resolution #2015-03-039).
- April 18, 2016, Troy City Council approved an additional two-year contract extension with a 3% increase in pricing the second year (Resolution #2016-04-073-J-4b).
- January 22, 2018 Troy City Council approved another one-year contract renewal; contract to expire June 30, 2019. (Resolution #2018-01-010).

Purchasing

- Since the current contract for Concrete Slab Replacement has had two (2) contract extensions and has not been bid out since 2014 this commodity and all requirements were competitively bid out prior to the expiration date; which is June 30, 2019.
- On March 21, 2019 a bid opening was conducted as required by City Charter/Code and bids were received at the City's request from companies interested in providing the requirements of the Concrete Slab Replacement Program with an option to renew for two (2) additional one-year periods as per all bid specifications.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- Companies were notified via the Michigan Intergovernmental Trade Network (MITN); www.mitn.info.
- 313 vendors were notified via the MITN website. Six (6) bid responses were received. Below is a detailed summary of the vendor responses.

Companies notified via MITN	313
Troy Companies notified via MITN	6
Troy Companies notified Active email Notification	6
Troy Companies - Active Free	0
Companies that viewed the bid	60
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.

- Based upon the bid responses and as per the attached bid tabulation; it is in the City's best interest to award the bid; to the *low bidder meeting specifications; DiLisio Contracting, Inc. of Clinton Township, MI*. The award is contingent upon contractors' submission of proper insurance certificates, and all other specified requirements.
- As detailed above in the History Section; *DiLisio Contracting, Inc.* has successfully provided the requirements of the City's Concrete Slab Replacement Program.

Financial

Funds are available in the Streets Division Capital Accounts. Public Works Major Road Concrete Slab Replacement 401.447.479.7989.500 and Public Works Local Road Concrete Slab Replacement 401.447.499.7989.500.

Recommendation

City management recommends awarding a one year contract with two optional additional years for all requirements of the Concrete Pavement Replacement to; *DiLisio Construction Inc., of Clinton Township, MI*, for an estimated total cost of \$1,456,000 for Industrial roads and \$1,000,000 for Local roads for fiscal year 2020, but not to exceed annual budgetary limitations at prices as per unit bid pricing contained in the bid tabulation opened March 21, 2019. The award is contingent upon the contractors' submission of properly executed bid documents including insurance certificates, and all other specified requirements.

Opening Date - 3/21/2019
Date Reviewed - 3/22/2019

CITY OF TROY
BID TABULATION
CONCRETE SLAB REPLACEMENT PROGRAM

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Page 1 of 4

VENDOR NAME:	Dillio Contracting, Inc.	Great Lakes Contracting Solutions, LLC	JB Contractors, Inc.
CITY:	Clinton Twp., MI	Waterford, MI	Detroit, MI
CHECK NUMBER:	56681199	56680985	2013007321
CHECK AMOUNT:	\$20,000	\$20,000	\$20,000

Proposal A: 2019-2020 Local Road Maintenance - Scattered locations								
NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Remove & Replace with Concrete 9" Non-reinforced-	1,000 S.Y.	\$30.00	\$30,000.00	\$62.50	\$62,500.00	\$87.20	\$87,200.00
2	Remove & Replace with Concrete 8" Non-reinforced-	1,000 S.Y.	\$30.00	\$30,000.00	\$58.00	\$58,000.00	\$82.20	\$82,200.00
3	Remove & Replace with Concrete 7" Non-reinforced-	12,000 S.Y.	\$61.64	\$739,680.00	\$56.70	\$680,400.00	\$74.70	\$896,400.00
4	Remove & Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not specified)	100 S.F.	\$10.00	\$1,000.00	\$11.95	\$1,195.00	\$6.00	\$600.00
5	Remove & Replace with Concrete Sidewalk/ 4" Non-reinforced (Locations not specified)	7,000 S.F.	\$3.73	\$26,110.00	\$7.90	\$55,300.00	\$5.00	\$35,000.00
6	Remove Concrete and rplc with topsoil/seed	300 S.F.	\$0.10	\$30.00	\$5.00	\$1,500.00	\$3.00	\$900.00
7	Structure Cover, (Adjustment)	75 each	\$206.00	\$15,450.00	\$375.00	\$28,125.00	\$200.00	\$15,000.00
8	Structure Cover, Adj, Add Depth (Reconst)	10 L.F.	\$250.00	\$2,500.00	\$200.00	\$2,000.00	\$200.00	\$2,000.00
9	Misc. Base Repair per CY to excavate/replace with 21AA Limestone, compacted in place if and where needed	1,500 TON	\$35.00	\$52,500.00	\$39.90	\$59,850.00	\$33.00	\$49,500.00
10	Installation of 6" edge drain	100 L.F.	\$15.00	\$1,500.00	\$15.00	\$1,500.00	\$15.00	\$1,500.00
11	Remove and Replace Curb & Gutter	200 L.F.	\$20.60	\$4,120.00	\$38.50	\$7,700.00	\$40.00	\$8,000.00
12	Install Handicap Ramps per MDOT R-28H	5,000 S.F.	\$9.00	\$45,000.00	\$9.50	\$47,500.00	\$9.00	\$45,000.00
13	Sidewalk Ramp, Retrofit, modified	100 S.F.	\$9.00	\$900.00	\$20.00	\$2,000.00	\$7.00	\$700.00
14	Restoration	Included	Included		Included		Included	
15	Traffic Maintenance	Included	Included		Included		Included	
16	Detectable Warning	150 L.F.	\$30.00	\$4,500.00	\$40.00	\$6,000.00	\$35.00	\$5,250.00
17	Asphalt Milling	2,000 S.Y.	\$3.00	\$6,000.00	\$4.75	\$9,500.00	\$4.50	\$9,000.00
18	Additional 21AA Limestone	200 TON	\$30.00	\$6,000.00	\$39.90	\$7,980.00	\$25.00	\$5,000.00
19	Fine Grading	Labor Price	\$5.00	\$5.00	\$390.00	\$390.00	\$200.00	\$200.00
20	Joint Sealing	2,000 L.F.	\$0.10	\$200.00	\$1.45	\$2,900.00	\$1.50	\$3,000.00
	Estimated Total Cost – Proposal A			\$965,495.00		\$1,034,340.00		\$1,246,450.00
Proposal B: 2019-2020 Major Road Maintenance - Scattered Locations								
NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Remove & Replace with Concrete 10" Non-reinforced-	5,500 S.Y.	\$66.59	\$366,245.00	\$72.00	\$396,000.00	\$92.20	\$507,100.00
2	Remove & Replace with Concrete 9" Non-reinforced-	6,000 S.Y.	\$64.68	\$388,080.00	\$68.00	\$408,000.00	\$87.20	\$523,200.00
3	Remove & Replace with Concrete 8" Non-reinforced-	200 S.Y.	\$63.68	\$12,736.00	\$58.00	\$11,600.00	\$82.20	\$16,440.00
4	Remove & Replace with Concrete 7" Non-reinforced-	200 S.Y.	\$55.62	\$11,124.00	\$56.70	\$11,340.00	\$77.20	\$15,440.00
5	Remove & Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not specified)	200 S.F.	\$10.00	\$2,000.00	\$10.95	\$2,190.00	\$6.50	\$1,300.00
6	Remove & Replace with Concrete Sidewalk/ 4" Non-reinforced (Locations not specified)	100 S.F.	\$10.00	\$1,000.00	\$7.50	\$750.00	\$5.00	\$500.00
7	Remove Concrete and rplc with topsoil/seed	100 S.F.	\$0.10	\$10.00	\$5.00	\$500.00	\$3.00	\$300.00
8	Structure Cover, (Adjustment)	20 each	\$206.00	\$4,120.00	\$375.00	\$7,500.00	\$200.00	\$4,000.00
9	Structure Cover, Adj, Add Depth (Reconst)	10 L.F.	\$250.00	\$2,500.00	\$200.00	\$2,000.00	\$200.00	\$2,000.00
10	Misc. Base Repair per CY to excavate/replace with 21AA Limestone, compacted in place	600 TON	\$35.00	\$21,000.00	\$39.90	\$23,940.00	\$33.00	\$19,800.00
11	Installation of 6" edge drain	100 L.F.	\$15.00	\$1,500.00	\$15.00	\$1,500.00	\$15.00	\$1,500.00
12	Remove and Replace Curb & Gutter	100 L.F.	\$20.60	\$2,060.00	\$38.50	\$3,850.00	\$40.00	\$4,000.00
13	Install Handicap Ramps per MDOT R-28H	500 S.F.	\$14.25	\$7,125.00	\$9.50	\$4,750.00	\$9.00	\$4,500.00
14	Sidewalk Ramp, Retrofit, modified	100 S.F.	\$14.25	\$1,425.00	\$20.00	\$2,000.00	\$7.00	\$700.00
15	Restoration	Included	Included		Included		Included	
16	Traffic Maintenance	Included	Included		Included		Included	
17	Detectable Warning	150 L.F.	\$0.01	\$1.50	\$40.00	\$6,000.00	\$35.00	\$5,250.00
18	Asphalt Milling	2,000 S.Y.	\$3.00	\$6,000.00	\$4.75	\$9,500.00	\$4.50	\$9,000.00
19	Additional 21AA Limestone	200 TON	\$30.00	\$6,000.00	\$39.90	\$7,980.00	\$25.00	\$5,000.00
20	Fine Grading	Labor Price	\$5.00	\$5.00	\$390.00	\$390.00	\$200.00	\$200.00
21	Joint Sealing	2,000 L.F.	\$0.10	\$200.00	\$1.45	\$2,900.00	\$1.50	\$3,000.00
	Estimated Total Cost – Proposal B			\$833,131.50		\$902,690.00		\$1,123,230.00
	Estimated Total Cost – Proposal A & B			\$1,798,626.50		\$1,937,030.00		\$2,369,680.00

1994

2010

CITY OF TROY
 BID TABULATION
 CONCRETE SLAB REPLACEMENT PROGRAM

ITB-COT 19-12
 Page 2 of 4

PROGRESS PAYMENTS:
 CONTACT INFORMATION

REFERENCES
 AWARD

COMPLETION SCHEDULE MET:
 INSURANCE MET:
 PAYMENT TERMS:
 WARRANTY:
 ALL OR NONE-AWARD
 EXCEPTIONS:
 ACKNOWLEDGEMENT:
 VENDOR QUESTIONNAIRE
 FORMS:

100% of Contract
 Partial Contract:

VENDOR NAME:	Dillio Contracting, Inc.	Great Lakes Contracting Solutions, LLC	JB Contractors, Inc
CITY:	Clinton Twp., MI	Waterford, MI	Detroit, MI
	Every 2 weeks (14 days)	Twice per month	Net 15
Hrs of Oper.	8 AM - 4 PM Mon-Fri	7 AM - 5 PM	7 AM - 8 PM Mon-Sat
Phone	(586) 405-4578	(248) 838-8699	(313) 995-8301
Y or N	Y	Y	Y
	Y	Y	Y
Proposal A			
Proposal B			
Y or N			
Y or N	Y	Y	Y
	14 Days	BLANK	Net 30
Y or N	2 Year	BLANK	BLANK
Y or N	Y	N	N
Y or N	N	N	N
Y or N	Y	Y	Y
Y or N	Y	Y	Y
Y or N	Y	Y	Y

CITY OF TROY
 BID TABULATION
 CONCRETE SLAB REPLACEMENT PROGRAM

ITB-COT 19-12
 Page 3 of 4

VENDOR NAME:	Major Cement Company	Florence Cement Company	Dominic Gaglio Construction, Inc.
CITY:	Detroit, MI	Shelby Twp., MI	Southgate
CHECK NUMBER:	9181220441	001316183	31137486
CHECK AMOUNT:	\$20,000	\$20,000	\$20,000

Proposal A: 2019-2020 Local Road Maintenance - Scattered Locations								
NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Remove & Replace with Concrete 9" Non-reinforced-	1,000 S.Y.	\$76.00	\$76,000.00	\$97.00	\$97,000.00	\$68.00	\$68,000.00
2	Remove & Replace with Concrete 8" Non-reinforced-	1,000 S.Y.	\$74.00	\$74,000.00	\$110.00	\$110,000.00	\$65.00	\$65,000.00
3	Remove & Replace with Concrete 7" Non-reinforced-	12,000 S.Y.	\$72.00	\$864,000.00	\$66.00	\$792,000.00	\$64.00	\$768,000.00
4	Remove & Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not specified)	100 S.F.	\$8.00	\$800.00	\$25.00	\$2,500.00	\$8.50	\$850.00
5	Remove & Replace with Concrete Sidewalk/ 4" Non-reinforced (Locations not specified)	7,000 S.F.	\$6.00	\$42,000.00	\$11.50	\$80,500.00	\$8.00	\$56,000.00
6	Remove Concrete and rplic with topsoil/seed	300 S.F.	\$4.00	\$1,200.00	\$11.00	\$3,300.00	\$4.00	\$1,200.00
7	Structure Cover, (Adjustment)	75 each	\$500.00	\$37,500.00	\$473.00	\$35,475.00	\$500.00	\$37,500.00
8	Structure Cover, Adj, Add Depth (Reconst)	10 L.F.	\$250.00	\$2,500.00	\$429.00	\$4,290.00	\$220.00	\$2,200.00
9	Misc. Base Repair per CY to excavate/replace with 21AA Limestone, compacted in place If and where needed	1,500 TON	\$30.00	\$45,000.00	\$65.00	\$97,500.00	\$22.00	\$33,000.00
10	Installation of 6" edge drain	100 L.F.	\$18.00	\$1,800.00	\$46.00	\$4,600.00	\$18.00	\$1,800.00
11	Remove and Replace Curb & Gutter	200 L.F.	\$34.00	\$6,800.00	\$64.00	\$12,800.00	\$35.00	\$7,000.00
12	Install Handicap Ramps per MDOT R-28H	5,000 S.F.	\$11.00	\$55,000.00	\$8.00	\$40,000.00	\$16.00	\$80,000.00
13	Sidewalk Ramp, Retrofit, modified	100 S.F.	\$24.00	\$2,400.00	\$17.50	\$1,750.00	\$18.00	\$1,800.00
14	Restoration	Included	Included	Included	Included	Included	Included	Included
15	Traffic Maintenance	Included	Included	Included	Included	Included	Included	Included
16	Detectable Warning	150 L.F.	\$28.00	\$4,200.00	\$32.00	\$4,800.00	\$36.00	\$5,400.00
17	Asphalt Milling	2,000 S.Y.	\$4.00	\$8,000.00	\$7.50	\$15,000.00	\$22.00	\$44,000.00
18	Additional 21AA Limestone	200 TON	\$30.00	\$6,000.00	\$39.00	\$7,800.00	\$28.00	\$5,600.00
19	Fine Grading	Labor Price	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$2,000.00	\$2,000.00
20	Joint Sealing	2,000 L.F.	\$1.00	\$2,000.00	\$0.85	\$1,700.00	\$1.80	\$3,600.00
Estimated Total Cost -- Proposal A				\$1,230,200.00		\$1,312,115.00		\$1,182,950.00

Proposal B: 2019-2020 Major Road Maintenance - Scattered Locations								
NO.	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Remove & Replace with Concrete 10" Non-reinforced-	5,500 S.Y.	\$98.00	\$539,000.00	\$89.00	\$489,500.00	\$110.00	\$605,000.00
2	Remove & Replace with Concrete 9" Non-reinforced-	6,000 S.Y.	\$92.00	\$552,000.00	\$80.00	\$480,000.00	\$90.00	\$540,000.00
3	Remove & Replace with Concrete 8" Non-reinforced-	200 S.Y.	\$80.00	\$16,000.00	\$87.00	\$17,400.00	\$85.00	\$17,000.00
4	Remove & Replace with Concrete 7" Non-reinforced-	200 S.Y.	\$72.00	\$14,400.00	\$90.00	\$18,000.00	\$80.00	\$16,000.00
5	Remove & Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not specified)	200 S.F.	\$11.00	\$2,200.00	\$20.00	\$4,000.00	\$9.50	\$1,900.00
6	Remove & Replace with Concrete Sidewalk/ 4" Non-reinforced (Locations not specified)	100 S.F.	\$5.00	\$500.00	\$25.50	\$2,550.00	\$9.00	\$900.00
7	Remove Concrete and rplic with topsoil/seed	100 S.F.	\$2.00	\$200.00	\$36.00	\$3,600.00	\$4.00	\$400.00
8	Structure Cover, (Adjustment)	20 each	\$500.00	\$10,000.00	\$473.00	\$9,460.00	\$500.00	\$10,000.00
9	Structure Cover, Adj, Add Depth (Reconst)	10 L.F.	\$250.00	\$2,500.00	\$257.00	\$2,570.00	\$250.00	\$2,500.00
10	Misc. Base Repair per CY to excavate/replace with 21AA Limestone, compacted in place	600 TON	\$30.00	\$18,000.00	\$95.00	\$57,000.00	\$25.00	\$15,000.00
11	Installation of 6" edge drain	100 L.F.	\$17.00	\$1,700.00	\$63.00	\$6,300.00	\$19.00	\$1,900.00
12	Remove and Replace Curb & Gutter	100 L.F.	\$34.00	\$3,400.00	\$60.00	\$6,000.00	\$40.00	\$4,000.00
13	Install Handicap Ramps per MDOT R-28H	500 S.F.	\$10.00	\$5,000.00	\$12.50	\$6,250.00	\$18.00	\$9,000.00
14	Sidewalk Ramp, Retrofit, modified	100 S.F.	\$24.00	\$2,400.00	\$17.50	\$1,750.00	\$20.00	\$2,000.00
15	Restoration	Included	Included	Included	Included	Included	Included	Included
16	Traffic Maintenance	Included	Included	Included	Included	Included	Included	Included
17	Detectable Warning	150 L.F.	\$27.00	\$4,050.00	\$32.00	\$4,800.00	\$40.00	\$6,000.00
18	Asphalt Milling	2,000 S.Y.	\$4.00	\$8,000.00	\$7.50	\$15,000.00	\$25.00	\$50,000.00
19	Additional 21AA Limestone	200 TON	\$30.00	\$6,000.00	\$32.50	\$6,500.00	\$30.00	\$6,000.00
20	Fine Grading	Labor Price	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$10,000.00	\$10,000.00
21	Joint Sealing	2,000 L.F.	\$1.00	\$2,000.00	\$0.85	\$1,700.00	\$2.00	\$4,000.00
Estimated Total Cost -- Proposal B				\$1,188,350.00		\$1,133,480.00		\$1,301,600.00
Estimated Total Cost -- Proposal A & B				\$2,418,550.00		\$2,445,595.00		\$2,484,550.00

CITY OF TROY
 BID TABULATION
 CONCRETE SLAB REPLACEMENT PROGRAM

ITB-COT 19-12
 Page 4 of 4

		Major Cement Company	Florence Cement Company	Dominic Gaglio Construction, Inc.
VENDOR NAME:				
CITY:		Detroit, MI	Shelby Twp., MI	Southgate
PROGRESS PAYMENTS:		BLANK	First and Fifteenth of each month	Bi-Weekly
CONTACT INFORMATION				
	Hrs of Oper.	8 AM - 6 PM Mon-Fri	Not specified	7 AM - 5 PM
	Phone	(248) 388-1168	(248) 343-9352	(734) 216-2051
REFERENCES	Y or N	Y	Y	Y
AWARD				
	100% of Contract	Y	Y	N
	Partial Contract:			
	Proposal A	X	X	X
	Proposal B	X	X	
	Y or N			
	Y or N	Y	Y	Y
COMPLETION SCHEDULE MET:		BLANK	Bi-Monthly	Bi-Weekly
INSURANCE MET:				
PAYMENT TERMS:				
WARRANTY:	Y or N	BLANK	Per Contract	AS SPECIFIED
ALL OR NONE-AWARD	Y or N	N	Y	N
EXCEPTIONS:	Y or N	N	N	N
ACKNOWLEDGEMENT:	Y or N	Y	Y	Y
VENDOR QUESTIONNAIRE	Y or N	Y	Y	Y
FORMS:	Y or N	Y	Y	Y

One (1) late bid received.

ATTEST:
 Scott Carruthers
 Sue Riesterer
 Kristine Kallek

MaryBeth Murz
 Purchasing Manager

STANDARD PURCHASING RESOLUTION 2 – Low Bidder Meeting

Specifications – Concrete Slab Replacement

RESOLVED, that the Troy City Council hereby AWARDS a one (1) year contract with the option to renew for two (2) additional years for all requirements of the Concrete Pavement Replacement to the low bidder meeting specifications, *DiLisio Construction Inc., of Clinton Township, MI*, for an estimated total cost of \$1,456,000 for Industrial roads and \$1,000,000 for Local roads for fiscal year 2020, but not to exceed annual budgetary limitations at prices contained in the bid tabulation opened March 21, 2019; a copy which shall be AATACHED to the original Minutes of this meeting; contract to expire June 30, 2022.

BE IT FINALLY RESOLVED, The award is contingent upon the contractors' submission of properly executed bid documents including insurance certificates, and all other specified requirements.

STANDARD PURCHASING RESOLUTION 2 – Low Bidder Meeting
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Client#: 6327

DILCON

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/30/2019

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 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 ZERVOS GROUP, INC. 24724 Farmbrook P.O. Box 2067 Southfield, MI 48037-2067		CONTACT NAME: PHONE (A/C, No, Ext): 248 355-4411 FAX (A/C, No): 248 355-2175 E-MAIL ADDRESS:															
INSURED DILISIO CONTRACTING, INC. 23525 Lakepointe Drive Clinton Township, MI 48036		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER B : Accident Fund National Insurance Co.</td> <td>12305</td> </tr> <tr> <td>INSURER C : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Insurance Company	35289	INSURER B : Accident Fund National Insurance Co.	12305	INSURER C : Valley Forge Insurance Company	20508	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual ☒ X, C & U GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO. JECT ☐ LOC OTHER:	X	X	4034992292	12/31/2018	12/31/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	X	X	4034992258	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTIONS \$10,000	X	X	4034992342	12/31/2018	12/31/2019	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		X	WC6096826	12/31/2018	12/31/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Leased or Rented Equipment Scheduled Equip.			4034992292	12/31/2018	12/31/2019	\$400,000 Each Item/Aggr \$5,000 Deductible See below

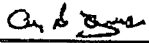
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job Description: Concrete Slab Replacement

City of Troy is additional insured per written contract with respects to general liability, including completed operations and automobile liability for work performed at the above job. Coverage afforded to the additional insured is primary and non-contributory. A 30 day prior written notice of cancellation, ten day for non-payment of premium, will be provided to the City of Troy.

CERTIFICATE HOLDER

CANCELLATION

City of Troy 500 W. Big Beaver Road Troy, MI 48084-5254	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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CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

The Continental Insurance Co.

Insured Name: DILISIO CONTRACTING INC

Policy No: 4034992292

Endorsement No: 5

Effective Date: 12/31/2018



CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations subject to such **written contract**; or
- B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.

- II. But if the **written contract** requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- A. coverage broader than required by the **written contract**; or
- B. a higher limit of insurance than required by the **written contract**.

- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

The Continental Insurance Co.

Insured Name: DILISIO CONTRACTING INC

Policy No: 4034992292

Endorsement No: 5

Effective Date: 12/31/2018

000017

20020021158060001171750452334



**CNA PARAMOUNT****Changes - Notice of Cancellation or Material
Restriction Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
STOP GAP LIABILITY COVERAGE PART
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	CITY OF TROY
Address:	500 W BIG BEAVER ROAD TROY MI 48084

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA74702XX (1-15)

Page 1 of 1

The Continental Insurance Co.

Insured Name: DILISIO CONTRACTING INC

Policy No: 4034992292
Endorsement No: 24
Effective Date: 12/31/2018

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