

b) **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Yard Services for Yard Assistance Program**

Resolution #2020-03-053-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a contract for seasonal requirements of lawn and yard services for Troy residents using the Yard Assistance Program with an option to renew for one (1) additional season to the lowest bidder meeting specifications, *Brantley Development, LLC, of Inkster, MI* at unit prices contained in the bid tabulation opened February 20, 2020; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; contract to expire December 31, 2021.

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

BLANKET ORDER

Ship To
CITY OF TROY
Community Affairs
500 W BIG BEAVER RD
TROY, MI 48084

Bill To
CITY OF TROY
Community Affairs
500 W BIG BEAVER RD
TROY, MI 48084

No. 2020-00001276
DATE: 04/23/2020
PAGE: 1 of 1
FOB DESTINATION

EXPIRATION DATE
12/31/2020
COUNCIL RESOLUTION
2020-03-053-J-4b

VENDOR NO. 162467

Vendor
BRANTLEY DEVELOPMENT, LLC
30235 MARSHALL CT.
WESTLAND, MI 48186

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1,872	Each	2020 Home Chore: Mow Single Lots - Average 100x180ft ...Estimated 72 lots times 26 mows...	27.5000	\$51,480.00
650	Each	2020 Home Chore: Mow Double Lots - 1-2 Acres ...Estimated 25 lots times 26 mows	35.5000	\$23,075.00
144	Each	2020 Home Chore: Yard Clean Up Single Lots Average 100x180ft.... Estimated 72 lots times 2 clean-ups...	55.0000	\$7,920.00
50	Each	2020 Home Chore: Yard Clean Up 1-2 Acre Lots over 100x180ft... Estimated 25 lots times 2 clean-ups... NOTE: Quantities stated are estimated and not guaranteed. Due to the nature of this program, the # of qualified homeowners may change throughout the term of the contract. CITY CONTACT: Cindy Stewart - 248)524-1147	75.0000	\$3,750.00
1	Each	----- ADDITIONAL INFORMATION: VENDOR CONTACT INFORMATION: Daytime phone 810 610 610 0427, 24HR phone 810 610 0427 - Contact Stanley Brantley; Hours of Operation - 7am-7pm - PAYMENT TERMS: 2%Net10 - NOTE: This program depends upon Community Development Block Grant funding sources being approved. The City reserves the right to cancel either proposal or cancel the entire contract if funding isn't approved.	0.0000	\$0.00
1	Each	Miscellaneous: This PO is for Seasonal Requirements with Contract to expire 12/31/2020.	0.0000	\$0.00
Entered By: MaryBeth Murz				\$86,225.00

Special Instructions:

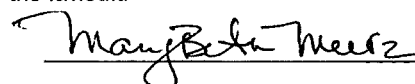
CITY COUNCIL AWARD DATE: 3/16/2020. CONTRACTOR to provide Seasonal Requirements of Lawn and Yard Services for the Home Chore Program for One (1) year with One (1) Additional Season Renewal, in accordance with the specification of ITB-COT 20-06 at the prices stated above. YEAR ONE OF A TWO YEAR CONTRACT. CERTIFICATE OF INSURANCE and ENDORSEMENT REQUIRED TO BE ON FILE AT ALL TIMES.

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.



CITY OF TROY
BID TABULATION
LAWN AND YARD SERVICES FOR YARD ASSISTANCE PROGRAM

Vendor Name: <u>Brantley Development LLC</u>	In & Out Complete Services LLC	Xpert Lawn and Snow, Inc.
City: <u>Inkster, MI</u>	<u>Flint, MI</u>	<u>Warren, MI</u>

PROPOSAL: FURNISH SEASONAL REQUIREMENTS OF LAWN AND YARD SERVICES FOR TROY RESIDENTS USING THE YARD ASSISTANCE PROGRAM WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL SEASON.

PROPOSAL A: Lawn Care Services for the Yard Assistance Program

Lots	Description	Price for Lawn Care Service per Each Service Call	Price for Lawn Care Service per Each Service Call	Price for Lawn Care Service per Each Service Call
72	Lawn-care service at a residential City of Troy home, up to one acre.	\$27.50	\$40.00	\$55.00
25	Lawn-care service at residential City of Troy home, one acre to two acres.	\$35.50	\$90.00	\$125.00
PROPOSAL A ESTIMATED TOTAL (26 Weeks):		\$74,555.00	\$133,380.00	\$184,210.00

PROPOSAL B: Yard Clean up for the Yard Assistance Program

Lots	Description	Price for Yard Clean-up per Each Service Call	Price for Yard Clean-up per Each Service Call	Price for Yard Clean-up per Each Service Call
72	Yard clean-up at a residential City of Troy home, up to one acre.	\$55.00	\$120.00	\$350.00
25	Yard clean-up at residential City of Troy home, one acre to two acres.	\$75.00	\$300.00	\$800.00
PROPOSAL B ESTIMATED TOTAL (2 Weeks):		\$11,670.00	\$32,280.00	\$90,400.00

GRAND TOTAL BOTH SERVICES (Estimated):	\$86,225.00	\$165,660.00	\$274,610.00
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REFERENCES:	Y or N	Y	Y	Y
CONTACT INFORMATION:	Daytime #	810-610-0427	810-293-6256	248-721-0794
	24 Hour #	810-610-0427	810-293-6256	248-721-0794
	Contact Name	Stanley Brantley	Emily Burns	Nick Solomon
	Hrs. of Operation	7am - 7pm	6:30am - 8:00pm	8-5 Summer/24 Hrs. Winter
INSURANCE MET:	Y or N	Y	Y	Y
PAYMENT TERMS:		2% 10 Days	30 Day	Net 30
EXCEPTIONS:		N	N	N
ALL OR NONE AWARD:	Y or N	Y	N	N
ACKNOWLEDGEMENTS:	Y or N	Y	Y	Y
VENDOR QUESTIONNAIRE:	Y or N	Y	Y	Y
EXPERIENCE:				
Years of experience doing this type of work:		10 years	3 years	18 years
Years of experience doing CDBG work:		8 years	None	4 years
List of all mowing equipment owned by Firm:		Refers to memo that is not included	Y	Y
FORMS:	Y or N	N	Y	Y

ATTEST:

Cindy Stewart

Susan Riesterer

Kristine Kallek

MaryBeth Murz,
Purchasing Manager



**CITY OF TROY
BID PROPOSAL**

ITB-COT 20-06
Page 1 of 6

The undersigned proposes to furnish **SEASONAL REQUIREMENTS OF LAWN AND YARD SERVICES FOR THE YARD ASSISTANCE PROGRAM (PREVIOUSLY KNOWN AS THE HOME CHORE PROGRAM) WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL SEASON** in accordance with the specifications, which are an integral part of this proposal, at the following prices:

COMPANY NAME Brantley Development LLC

PROPOSAL A: LAWN CARE SERVICES FOR THE YARD ASSISTANCE PROGRAM

Est. No.	Description	Price for Lawn Care Service per Each Service Call
72 Lots	Lawn-care service at a residential City of Troy home, up to one acre.	\$ 27.50
25 Lots	Lawn-care service at residential City of Troy home, one acre to two acres.	\$ 35.50

PROPOSAL B: YARD CLEAN UP FOR THE YARD ASSISTANCE PROGRAM

Est. No.	Description	Price for Yard Clean-up per Each Service Call
72 Lots	Yard clean up at a residential City of Troy home, up to one acre.	\$ 55.00
25 Lots	Yard clean-up at residential City of Troy home, one acre to two acres.	\$ 75.00

NOTE: Proposals A & B depend upon Community Development Block Grant Funding (CDBG) sources being approved. Businesses owned by women or minorities are strongly encouraged to apply. The City reserves the right to cancel either one of the proposals or cancel the entire contract if funding is not approved.

ESTIMATED QUANTITIES:

Estimated numbers stated are approximate and not guaranteed. The numbers will be used for award purposes only. It is assumed that the services required will be dependent upon the number of qualified applicants.

GENERAL:

Approximately 97 residents have qualified and will participate in the Yard Assistance Lawn Care Program. Due to the nature of this program, the number of homeowners will change throughout the term of the contract. The successful contractor will be notified as changes are made. The City of Troy prefers companies with CDBG experience.

INFORMATION:

For additional general information or questions about the specifications, please contact Cindy Stewart, Community Affairs Director, at (248) 524-1147 between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

SITE INSPECTION

The City does not provide addresses for the CDBG Yard Assistance program prior to the awarding of the bid for safety and confidentiality purposes. Lists with the addresses, contact information and lot size (as recorded by the Assessing Department) are provided to the contractor performing the service. All sites are located in the City of Troy. Sizes will be one of the following: **Residential up to one acre, and Residential up to two acres.**

The evaluation and award of this bid shall be a combination of factors including, but not limited to the following: prior experience performing service for the City of Troy, bid price, professional competence, experience working with CDBG contracts, equipment fleet, references, the correlation of the proposal submitted to the needs of the City of Troy, and any other factors considered to be in the City of Troy's best interest. The City reserves the right to award this bid to the lowest qualified bidder(s) meeting specifications for each proposal according to CDBG guidelines or to combine proposals, whatever is in the City's best interest; to reject low bids which have major deviations from specifications, and to accept a higher bid which has only minor deviations.

AWARD:

The evaluation and award of this bid shall be a combination of factors including but not limited to the following: bid price, professional competence, equipment fleet, references, the correlation of the proposal submitted to the needs of the City of Troy, and any other factors considered to be in the City of Troy's best interest. The City reserves the right to award this bid to the lowest acceptable total bidder meeting specifications; to reject low bids which have major deviations from specifications, and to accept a higher bid which has only minor deviations; to make an award in whatever is deemed to be in the City's best interest.

It is the intent of the City to qualify one Primary and one Secondary contractor to provide Lawn and Yard Services. In the event the Primary contractor has not responded to requests for service under the terms of the contract, the Secondary contractor will be contacted. If necessary, the City of Troy reserves the right to consider the Primary contractor in default of contract, and to award the entire contract to the Secondary contractor under the same prices, terms and conditions as originally bid.

SUBCONTRACTORS:

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

PURCHASE ORDER:

After approval of the successful bidder(s) by the Troy City Council, the purchase order issued from the City of Troy will create a bilateral contract between the parties and commit the successful bidder(s) to perform the contract in accordance with specifications. The Purchase order will be released upon the City's acceptance of the specified insurance. A contract document/ agreement will be issued, **in accordance with the terms and conditions as outlined in the attached Public Service Contract. (Attached)**

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.

COMPANY NAME: Brantley Development LLC

CONTRACT TERMINATION:

The City of Troy shall reserve the right to terminate the contract upon 15 days written notice due to poor performance. The City of Troy Public Works Director or his designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final.

DOWN PAYMENTS OR PREPAYMENTS:

Any bid received which requires a down payment or prepayment of any kind prior to performance of the service required and acceptance, as being in conformance with specifications will not be considered for award.

PAYMENT TERMS:

The City will pay only for the actual number of homes serviced. The successful contractor will provide a monthly invoice along with a schedule showing the date that each location was serviced. The City of Troy will verify that all work was completed satisfactorily before any invoice will be paid.

REFERENCES

The City of Troy requires that your company list at least three (3) organizations who have recently had similar work performed by your company. Include Municipal and CDBG prior experience, if any.

COMPANY: City of Dearborn
ADDRESS: 16901 Michigan Ave. Dearborn MI
PHONE: 313-943-2845 CONTACT: Jordan Roberts
EMAIL: JRoberts@ci.dearborn.mi.us

COMPANY: City of Rochester Hills
ADDRESS: 1600 Rochester Hills Drive, Rochester Hills, MI
PHONE: 248-841-2441 CONTACT: Bob White
EMAIL: Whiteb@rochesterhills.org

COMPANY: City of Troy
ADDRESS: 560 W. McBean Rd
PHONE: 248-529-1149 CONTACT: Cindy Stewart
EMAIL: Cindy.Stewart@troy.mi.gov

BIDDER'S GENERAL QUESTIONNAIRE:

All bidders shall fill out completely the attached general questionnaire and submit it with the bid proposal.

CONTACT INFORMATION:

The contractor will provide a daytime phone number and contact person, and a 24-hour phone number and contact person, along with hours of operation.

Daytime phone number 810-610-0427 Contact Name: Stanley Brantley
24-hour phone number 810-610-0427 Hours of operation: 7am - 7pm

OTHER LAWS AND REGULATIONS TO BE OBSERVED:

The Contractor(s) shall at all times observe and comply with all Federal (including E-Verify), State and local laws, ordinances and regulations. The Contractor(s) shall indemnify and hold harmless the City and all its officers, representatives, agents and employees against any claim of liability arising from or based on the violation of any such law, ordinance, or regulation whether by the Contractor(s), its employees or any subcontractors.

COMPANY NAME: S Brantley Development LLC

INSURANCE:

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

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

☒ We can meet the specified insurance requirements.

☐ We cannot meet the specified insurance requirements.

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

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

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

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

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

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

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

INSURANCE VERIFICATION:

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

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

COMMERCIAL GENERAL LIABILITY INSURANCE on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form

COMPANY NAME:

Brantley Development LLC

General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

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

ADDITIONAL INSURED:

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

CANCELLATION NOTICE:

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

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

PROOF OF INSURANCE COVERAGE:

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

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

LETTER VERIFICATION:

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

FINAL INSURANCE CERTIFICATE SUBMISSION:

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

COMPANY NAME:

Brantley Development LLC

SIGNATURE PAGE

PRICES: All bidders are held to bid prices for sixty (60) days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm for the entire contract period. The contract shall commence on or about **April 15, 2020 and expire on December 31, 2020**. The contract shall contain an option to renew for one (1) additional season based upon mutual consent of both parties within ninety (90) days of contract expiration under the same prices, terms and conditions. A request by City staff to determine the successful bidder's interest in renewing the contract in no way obligates the City. The option cannot be exercised without a blanket purchase order issued. The City of Troy may terminate this contract for convenience upon fifteen (15) days written notice.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Stanley Brantley

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: 36-4157904

COMPANY Brantley Development LLC

ADDRESS 2648 Bayham CITY Interster STATE: MT ZIP 48141

TELEPHONE NUMBER 810-610-0427 FAX NUMBER _____

AUTHORIZED COMPANY REPRESENTATIVE'S NAME: Stanley Brantley

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Stanley Brantley (Print)

PAYMENT TERMS: 2% 10 Days EMAIL: _____

ALL OR NONE AWARD



CHECK THIS BOX IF YOUR BID IS NOT TO BE BROKEN UP BY PROPOSAL AND BASED ON AN ALL OR NONE AWARD

EXCEPTIONS: Any exceptions, substitutions, deviations, etc. from the City specifications and this proposal must be stated below. The reasons for the exception, deviation, etc. are an integral part of this bid offer.

ACKNOWLEDGEMENT:

I, Stanley Brantley, 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: Stanley Brantley

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 to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

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



VENDOR QUESTIONNAIRE

DATE: 2/15/20
Month/Date/Year

COMPANY NAME: Brantley Development LLC

ESTABLISHED: June 15, 1995 or 20____ STATE: Michigan

TYPE OF ORGANIZATION: (Circle One)

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

YEARS IN BUSINESS: 20

If applicable:

FORMER COMPANY NAME(S)

YEARS IN BUSINESS

Please provide the following information regarding your company.

1. Number of years experience doing this type of work: 10 Years
2. Does your company have CDBG experience? Yes X No _____
 - a. If yes, How many years of CDBG Experience 8 Years
 - b. List the entities for whom you have held CDBG contracts in the last ten (10) years:

Agency Name	Contact Person	Phone No.	Dates of Service
City of Troy	Cheryl Stewart	248-524-1147	
City of Rochester Hills			
City of Auburn Hills	Karen Polack	248-378-9353	

3. List all mowing equipment owned by your firm; include make, model number, year, and mowing widths.

Please See Attached Memo

4. Indicate the number of full-time and part-time employees employed by your company:

Full-time: 10
Part-time: 0

5. If applicable, list all proposed subcontractors to be used in the performance of lawn mowing and yard clean up services as detailed in the attached specifications.

None

6. Identify those in your company who will be responsible, including on-site supervision, for this contract. Include credentials of principals and those who will be working on this project.

Stanley Brantley, owner
Thomas Jones, Crew Supervisor

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative:
Company:
Address:

Phone Number:

Representative's Name:

Date:

Stanley Brantley
2648 Bayham
Inkster, MI 48141
810-610-0427
Stanley Brantley
(Print)
2/15/20



— MICHIGAN —

Agreement

I, Stanley Brantley, will indemnify the City of Troy, its agents, officials, and employees, against all suits or claims that may be based on any injury to persons or property that is the result of an error, omission, or negligent act of mine or any person employed by me.

Signed:

Print:

Address:

Stanley Brantley
Stanley Brantley
21078 Bagby
Excelsior, MI 48141

Witnesses: **(other than relative)**

1.

Signed _____

Print _____

2.

Signed _____

Print _____



CITY OF TROY

SOLE PROPRIETOR WORKER'S COMPENSATION RELEASE FORM

I, Stanley Brantley, as an Independent Contractor performing work and/or services for the City of Troy, acknowledge that I am a Sole Proprietor business and will not employ any person(s) in the work to be performed for the City of Troy under this contract (_____).

I, am familiar with the requirements of the Workers' Disability Compensation Act, and as a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers' Disability Compensation Act of the State of Michigan.

In consideration of being awarded this contract, I agree to give up any and all claims against the City and to hold harmless the City of Troy for any and all injuries or illness that I may sustain during the course or as a result of this contract.

I hereby agree to notify the City of Troy in writing prior to hiring any person(s), full time or part time, to assist in this contract and to secure workers' compensation insurance prior to any person beginning work or assisting in the performance of work under this contract or otherwise become subject to the Workers' Disability Compensation Act of Michigan.

Stanley Brantley 2/15/20
Signature Date
Stanley Brantley
Print

Witness (other than relative)

Signature Date

Print



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Stanley Brantley, being duly sworn deposed, says that he/she
(Print Full Name)
is Owner. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

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

SIGNATURE OF PERSON SUBMITTING BID

NOTARY'S SIGNATURE

Subscribed and sworn to before me this _____ day of _____,

20__ in and for _____ County.

My commission expires:



Legal Status of Bidder:

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

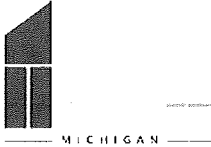
A **corporation** duly organized and doing business under the laws of the State of _____ for
whom _____, bearing the office title of _____, whose
signature is affixed to this proposal, is duly authorized to execute contracts.

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

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

AN INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

_____	_____
-------	-------



**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.**

Brantley Development LLC
Name of Agency/Company/Firm (Please Print)

Stanley Brantley
Name and title of authorized representative (Please Print)

Stanley Brantley
Signature of authorized representative
Date

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



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

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

Vendor	
Legal Name	Brantley Development LLC
Street Address	2648 Bayhan
City	Inkster
State, Zip	Michigan 48141
Corporate I.D. Number/State	36
Taxpayer I.D. #	36-4157904

The undersigned, with: 1.) full knowledge of all of Vendors business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent:

Stanley Brantley

Printed Name of Vendor's Authorized Agent:

Stanley Brantley

Witness Signature: _____

Printed Name of Witness: _____



Proposer's Sworn and Notarized Familial Disclosure

(to be provided by the Proposer)

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

List any Familial Relationships:

BIDDER:

By: _____

Its: _____

STATE OF MICHIGAN)

)ss.

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2019, by



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: March 5, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Lisa Burnham, Accounting Manager
Cindy Stewart, Community Affairs Director
MaryBeth Murz, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder meeting Specifications – Yard Services for Yard Assistance Program

History

- The City of Troy receives Community Development Block Grant funding each year and 30% of the total funding can be allocated for Public Services.
- The City of Troy utilizes our Public Services allocation for the Yard Assistance Program. Low income qualified senior citizens and persons with permanent disabilities are eligible for the City's Yard Assistance Program which offers lawn and yard services in the spring, summer and fall seasons and Snow Removal in the winter.
- The yard services include lawn mowing plus spring and fall clean-up of the homeowner's yards. Currently the City has over eighty-five (85) qualified recipients signed up for the Yard Assistance Program (formerly called the Home Chore Program) and new people are signing up on a regular basis.
- The current contract expired December 31, 2019.

Purchasing

- On February 20, 2020; a bid opening was conducted as required by City Charter/Code and bids were received at the City's request from firms interested in providing seasonal requirements of lawn and yard services for Troy residents using the Yard Assistance Program with an option to renew for one (1) additional season.
- Companies were notified via the Michigan Intergovernmental Trade Network (MITN); www.mitn.info. 274 vendors were notified via the MITN website. Three (3) bid responses were received. Below is a detailed summary of the vendor responses.

Companies notified via MITN	274
Troy Companies notified via MITN	8
Troy Companies - Active email Notification	7
Troy Companies - Active Free	1
Companies that viewed the bid	16
Troy Companies that viewed the bid	0

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy. **Active MITN** members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City. **Active MITN non-paying members** are responsible to monitor and check the MITN website for opportunities to do business with the City. **Inactive MITN member** status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing (continued)

Bid responses were reviewed and considered based on pricing. Responses were also reviewed in detail based on specifications and requirements of the Yard Assistance Program which specifically included professional experience providing lawn service for Yard Assistance Programs and specifically having a minimum 5 years of CDBG experience. References were checked and type of equipment was also reviewed so as to assure competence, level of service, and that the equipment fleet will meet the needs of the residents involved in the program.

Brantley Development, LLC. of Inkster, MI is the low bidder meeting all specifications which includes having specific CDBG experience which meets and exceeds the bid specifications.

Financial

Funds for lawn and yard services for the Yard Assistance Program are available initially through the Public Works operating budget, then reimbursed by Oakland County through the Community Development Block Grant Program (CDBG).

Recommendation

City management recommends City Council award a contract for seasonal requirements of lawn and yard services for Troy residents using the Yard Assistance Program with an option to renew for one (1) additional season to the lowest bidder meeting specifications, *Brantley Development, LLC. of Inkster, MI.* at unit prices contained in the bid tabulation opened February 20, 2020; contract to expire December 31, 2021.

Opening Date: 02/20/2020
Date Reviewed: 02/20/2020

CITY OF TROY
BID TABULATION
LAWN AND YARD SERVICES FOR YARD ASSISTANCE PROGRAM

ITB-COT 20-06
Page 1 of 1

Vendor Name: <u>Brantley Development LLC</u>	In & Out Complete Services LLC	Xpert Lawn and Snow, Inc.
City: <u>Inkster, MI</u>	Flint, MI	Warren, MI

PROPOSAL: FURNISH SEASONAL REQUIREMENTS OF LAWN AND YARD SERVICES FOR TROY RESIDENTS USING THE YARD ASSISTANCE PROGRAM WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL SEASON.

PROPOSAL A: Lawn Care Services for the Yard Assistance Program

Lots	Description	Price for Lawn Care Service per Each Service Call	Price for Lawn Care Service per Each Service Call	Price for Lawn Care Service per Each Service Call
72	Lawn-care service at a residential City of Troy home, up to one acre.	\$27.50	\$40.00	\$55.00
25	Lawn-care service at residential City of Troy home, one acre to two acres.	\$35.50	\$90.00	\$125.00
PROPOSAL A ESTIMATED TOTAL (26 Weeks):		\$74,555.00	\$133,380.00	\$184,210.00

PROPOSAL B: Yard Clean up for the Yard Assistance Program

Lots	Description	Price for Yard Clean-up per Each Service Call	Price for Yard Clean-up per Each Service Call	Price for Yard Clean-up per Each Service Call
72	Yard clean-up at a residential City of Troy home, up to one acre.	\$55.00	\$120.00	\$350.00
25	Yard clean-up at residential City of Troy home, one acre to two acres.	\$75.00	\$300.00	\$800.00
PROPOSAL B ESTIMATED TOTAL (2 Weeks):		\$11,670.00	\$32,280.00	\$90,400.00

GRAND TOTAL BOTH SERVICES (Estimated):	\$86,225.00	\$165,660.00	\$274,610.00
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REFERENCES:	Y or N	Y	Y	Y
CONTACT INFORMATION:	Daytime #	810-610-0427	810-293-6256	248-721-0794
	24 Hour #	810-610-0427	810-293-6256	248-721-0794
	Contact Name	Stanley Brantley	Emily Burns	Nick Solomon
	Hrs. of Operation	7am - 7pm	6:30am - 8:00pm	8-5 Summer/24 Hrs. Winter
INSURANCE MET:	Y or N	Y	Y	Y
PAYMENT TERMS:		2% 10 Days	30 Day	Net 30
EXCEPTIONS:		N	N	N
ALL OR NONE AWARD:	Y or N	Y	N	N
ACKNOWLEDGEMENTS:	Y or N	Y	Y	Y
VENDOR QUESTIONNAIRE:	Y or N	Y	Y	Y
EXPERIENCE:				
Years of experience doing this type of work:		10 years	3 years	18 years
Years of experience doing CDBG work:		8 years	None	4 years
List of all mowing equipment owned by Firm:		Refers to memo that is not included	Y	Y
FORMS:	Y or N	N	Y	Y

ATTEST:

Cindy Stewart

Susan Riesterer

Kristine Kallek



MaryBeth Murz,
Purchasing Manager

STANDARD PURCHASING RESOLUTION 2 – Award to Low Bidder meeting Specifications – Yard Assistance Program

RESOLVED, That Troy City Council hereby **AWARDS** a contract for seasonal requirements of lawn and yard services for Troy residents using the Yard Assistance Program with an option to renew for one (1) additional season to the lowest bidder meeting specifications, *Brantley Development, LLC, of Inkster, MI* at unit prices contained in the bid tabulation opened February 20, 2020; a copy of which shall be ATTACHED to the original Minutes of this meeting; contract to expire December 31, 2021.

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



BRANT-1

OP ID: LF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2019

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

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

PRODUCER Professional Underwriters, Inc 39476 13 Mile Road, Suite 106 Novi, MI 48377		248-553-8300	CONTACT NAME: Leah Fritch PHONE (A/C, No, Ext): 248-553-8300 FAX (A/C, No): 248-553-8305 E-MAIL ADDRESS:	
INSURED Brantley Development LLC 2648 Bayhan Street Inkster, MI 48141		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Northfield Insurance Co.		10166
		INSURER B: Accident Fund		
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		WS214961	10/08/2019	10/08/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6024854650	03/22/2019	03/22/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Troy is added as additional insured on a primary and non contributory basis with respect to general liability. 30 day cancellation notice per policy provisions.

CERTIFICATE HOLDER

CANCELLATION

CITYOFT City of Troy 500 W. Big Beaver Troy, MI 48084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED (CONTRACTORS)
(When CG 20 10 Or CG 20 37 Is Required Or Additional Insured
Is Otherwise Required By Contract - Includes Products-Completed
Operations When Required By Contract)**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage"; and
- b. Only as described in Paragraph (1) or (2) below, whichever applies:

- (1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of the Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13 or Additional Insured - Owners, Lessees Or Contractors Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates, the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or
- (2) If paragraph (1) above does not apply, the person or organization is an additional insured if, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, and such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

2. The insurance provided to the additional insured is subject to the following limitations and conditions:

- a. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to the limits of liability required by that "written contract requiring insurance" and will not increase the limits of insurance described in **SECTION III - LIMITS OF INSURANCE**.
- b. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" arising out of the providing, or failure to provide, 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 or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities.

- c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
- d. The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that other insurance. But the insurance provided to the additional insured still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such other insurance.
- e. As a condition of coverage provided to the additional insured:
 - (1) The additional insured must give us written notice as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, such notice should include:
 - (a) How, when and where the "occurrence" took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence".
 - (2) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - (3) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - (4) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to the additional insured is primary to other insurance available to the additional insured which covers that person or organization as a named insured.

3. The following is added to the **DEFINITIONS** section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" or "property damage" occurs:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.