

d) Standard Purchasing Resolution 2: Firefighters Memorial Project

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

RESOLVED, That Troy City Council hereby **AWARDS** a contract for the Firefighters Memorial Project to *Usztan, LLC, of Auburn Hills, MI*, for an estimated total cost of \$159,962.52.

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

# PURCHASE ORDER

No. 2020-00001401  
 DATE: 06/09/2020  
 PAGE: 1 of 1  
 FOB DESTINATION

**Ship To**  
 CITY OF TROY  
 Fire  
 1019 E BIG BEAVER  
 TROY, MI 48083

**Bill To**  
 CITY OF TROY  
 Fire  
 500 W BIG BEAVER RD  
 TROY, MI 48084

**COUNCIL RESOLUTION**  
 2020-03-053-J-4d

**VENDOR NO.** 102011

**Vendor**  
 USZTAN CONSTRUCTION  
 261 COLLIER ROAD  
 AUBURN HILLS, MI 48326-1405

QUANTITY	UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST
1	Each	DELIVERY: All equipment and supplies shall be delivered to Fire Fighter Memorial Park located at 1810 West Square Lake Road..	New Item	0.0000	\$0.00
1	Lump Sum	Troy Fire Fighter Memorial Project As specified to furnish all labor, equipment materials, and supplies, to complete the project in accordance with the bid specifications of ITB-COT 20-07 within the time set forth therein, and at the awarded price. The price shall cover all expenses incurred in performing the work required under the contract documents.	Open	159,962.5200	\$159,962.52

Entered By: MaryBeth Murz

\$159,962.52

**Special Instructions:**

CITY COUNCIL AWARD DATE: 3/16/2020. CERRIFICATE OF INSURANCE and ENDORSEMENTS shall be on file for duration of project.

**TERMS & CONDITIONS**

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
3. In cases of emergency/disaster, the City can purchase up to six(6) times the order amount for a period of six(6) months at the price contained in the contract.
4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

NOTICE: The City could put the vendor on notice that vendors will be held financially responsible for any claims or awards made against the City as a result of the vendor's action. If the City has to defend the initial lawsuit, the City will bring in the vendor as a co-defendant or sue the vendor, either as the result of settling a claim or the conclusion of the lawsuit.

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

Vendor Name:	Usztan LLC	WCI Contractors Inc.	Monument Warehouse LLC
City:	Auburn Hills, MI	Detroit, MI	Elberton, GA
Check #:	9411617026	56973258	5504921931
Amount:	\$5,000.00	\$5,000.00	\$5,000.00

**PROPOSAL:** Provide all labor, materials, tools, equipment and supervision required for the furnishing and installing of the Troy Fire Fighter Memorial as per all bid specifications.

Base Bid Price:	Base Bid Price including Granite	Base Bid Price including Granite	Bid Granite Only*
	\$165,662.50 <i>Deduct: \$5,700 (Usztan Contribution to Fire Fighters)</i>		
	\$159,962.52	\$253,800.00	
	<b>Base Bid Price Granite provided &amp; installed by City of Troy</b>		
	\$60,609.39 <i>Deduct: \$4,000 (Usztan Contribution to Fire Fighters)</i>		
	----- \$56,609.39		

Granite Monument			
Option 1 - Specifications derived from rendering of the bid documents.			\$64,500.00
Option 2 - Alternate			\$69,480.00
Option 3 - Alternate			\$69,480.00
Option 4 - Alternate			\$69,480.00
Seating and Flag Pole Base			
Option 2 - Alternate			\$33,200.00
Option 3 - Alternate			\$33,200.00
Option 4 - Alternate			\$19,700.00

Attended mandatory Pre-Bid Meeting?	Y or N	Y	Y	Y
<b>Contact Information:</b>				
24 Hr. Phone No.:		(248) 895-4106	(248) 330-8663	(706) 567-0197
Hours of Operation:		7:30am to 3:30pm	8am to 4pm	9am to 6pm
Proposed Payment Schedule:		Monthly Draw	Monthly progress payments	One time product supply
References provided:	Y or N	Y	Y	Y
Final Completion:		Not Specified	September 30, 2020	90 days from shop drawing approval
Insurance can be provided:	Y or N	Y	Y	Y
Payment Terms:		14 days from draw	Net 30	Net 30
Warranty:	Y or N	1 yr from substantial completion or C of O	Per project documents	20 Years
Exceptions:	Y or N	N	Y - Refer to Bid Clarifications for details. Note \$1,500 allowance is included for the Sculpture Install. All landscape plantings indicated on the plant list are included.	Y - Bid on Granite Part Only
Acknowledgement:	Y or N	Y	Y	Y
Signed Addendum 1:	Y or N	Y	Y	Y
Signed Addendum 2:	Y or N	Y	Y	N
Forms:	Y or N	Y	Y	Y

**ATTEST:**

Beth Zaccardelli  
Dennis Trantham  
Peter Hullinger  
Jackie Ahlstrom

MaryBeth Murz,  
Purchasing Manager



**CITY OF TROY  
BID PROPOSAL**

ITB-COT 20-07  
Page 1 of 9

The undersigned proposes to complete the **FIRE FIGHTER MEMORIAL PROJECT** in accordance with the attached bid specifications, site plans, drawings, and renderings that are to be considered an integral part of this bid proposal, at the following prices:

**COMPANY NAME:** Usztan LLC

**The bid document contains the following sections:**

Instructions to Bidders (2 pages)	Specifications (72 pages)
Bid Proposal (9 pages)	Renderings (1 page)
Forms (8 forms)	Site Plans (14 pages)
Public Act 57 (2 pages)	Statue Monument (1 page)
Consent of Surety - Sample (1 page)	Sample Insurance Certificate (4 pages)
	Statement of No Bid (1 page)

**PROPOSALS:** The undersigned as bidder declares that he/she having examined the plans and specifications with the related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, hereby proposes to complete the Project which consists of the Memorial Project at Troy Firefighters Park in Troy, Michigan.

The Work of the Project is defined by the Contracts Documents and consists of the following;

1. Ground Set Flagpoles
2. Low Voltage Electrical Power Conductors and Cables.
3. Grounding and Bonding for Electrical Systems.
4. Hangers and Supports for Electrical Systems.
5. Raceways and Boxes for Electrical Systems.
6. Underground Ducts and Raceways for Electrical Systems
7. Sleeves and Sleeve Seals for Electrical Raceways and Cabling.
8. Identification for Electrical Systems.
9. Lighting Control Devices.
10. Panelboards
11. Wiring devices
12. LED Exterior Lighting Granite Site Furnishings
13. Planting

Site work will be provided by the City of Troy which shall include:

1. Tree Removal
2. Cleaning and Grading
3. Walkway removal
4. Excavation
5. Foundation for Memorial, Statue and Bench
6. Black walkway
7. Exposed Aggregate
8. Concrete and curb
9. Asphalt repair
10. Conduit

**THE BIDDER'S ATTENDANCE AT THE SCHEDULED PREBID MEETING AND SITE VISIT IS A REQUIREMENT FOR SUBMITTING A BID PROPOSAL.**

**BID PROPOSAL:** A single prime contract based on a Stipulated Price as specified to furnish all labor, equipment materials, and supplies, to complete the project in accordance with the bid specifications, within the time set forth therein, and at the price stated below. The price shall cover all expenses incurred in performing the work required under the contract documents, of which this Proposal is part.

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**BASE BID: Provide all labor, materials, tools, equipment and supervision required for the furnishing and installing of all work herein described and/or shown on the drawings and as per all bid specifications.**

**BASE BID PRICE:** SEE BELOW

**REQUIRED:** Bidder attended Mandatory Pre-Bid meeting?        X   YES           NO

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**WITH GRANITE**

**\$165,662.52**

**(5,700.00) USZTAN CONTRIBUTION TO FIREFIGHTERS**

**\$159,962.52 BASE BID PRICE**

**WITH GRANITE PROVIDED & INSTALLED BY CITY OF TROY**

**\$60,609.39**

**(4,000.00) USZTAN CONTRIBUTION TO FIREFIGHTERS**

**\$56,609.39 BASE BID PRICE**

**MANDATORY PRE-BID MEETING:**

A **Mandatory Pre-Bid Meeting** will be held on **Wednesday February 12, 2020 at 1:00 pm** at **Troy Fire Station #6**, located at 5901 Coolidge Hwy., Troy, Michigan 48098. The meeting will be held with prospective bidders to answer and/or clarify questions regarding bid specifications and plans. A part of the meeting will include an opportunity to view the Memorial Site at Troy Firefighters Park located at 1800 W. Square Lake Road, Troy, MI 48098.

**ADDITIONAL INFORMATION:**

For additional information or questions concerning this project, please contact Mr. Peter Hullinger, Assistant Fire Chief at (248) 524-3417 or peter.hullinger@troymi.gov between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.

**SITE INSPECTIONS:**

All bidders should examine the site to determine the amount and scope of work to be performed as per the bid specifications. If the bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal.

**PERMITS:**

All work performed must meet City and State Code. The Contractor shall obtain all applicable and required permits and arrange for inspections. All fees for said permits will be waived.

**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.

**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 bid 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 meeting specifications for each proposal; to combine proposals if deemed in the City's best interest to do so; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations, whatever is deemed to be in the City of Troy's best interest

**DOWNPAYMENTS AND PREPAYMENTS:**

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

**DELIVERY:**

All materials are to be F.O.B. delivered, freight paid, to the Troy Firefighters Memorial site.

**CONTACT INFORMATION:**

Hours of operation: 7:30am to 3:30pm 24 Hr. Contact Phone No. 248-895-4106

COMPANY NAME: Usztan LLC

**LOCAL PREFERENCE:**

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

**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. A purchase order issued in conjunction with the Contract Form (provided in the Forms Section) from the City of Troy will create a bilateral contract between the parties, and the successful bidder(s) shall commit to perform the contract in accordance with specifications.

**CONTRACT FORMS:**

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

**CONTRACT TERMINATION:** The City of Troy shall reserve the right to terminate the contract upon written notice due to poor performance. The City of Troy designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final. The City of Troy reserves the right to re-award the contract to the next low bidder or re-bid the contract.

**TERMINATION FOR CONVENIENCE:**

The City may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

**PROGRESS PAYMENTS:**

The City of Troy will consider a progress payment schedule for work as completed in accordance with specifications. The Project Construction Manager 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 Monthly draw

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

COMPANY NAME: Usztan LLC

**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: Independence Township  
ADDRESS: 90 N Main St Clarkston MI 48346  
PHONE: 248-625-511 Contact:Derek SMith  
EMAIL: dosmith@indtp.com

COMPANY: City of Pleasant Ridge  
ADDRESS: 23925 Woodward Ave  
PHONE: 248-851-2901 CONTACT: JamesBreuckman  
EMAIL: citymanager@cityofpleasantridge.org

COMPANY: City of Troy  
ADDRESS: 500 W Big Beaver Troy 48084  
PHONE: 248-524-3344 CONTACT: MaryBethMurz  
EMAIL: m.murz@troymi.gov

**MICHIGAN CONSTRUCTION LIEN ACT:**

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

**PUBLIC ACT 57:**

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

**BOND SUBMITTAL:**

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

**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.



**COMPLETION SCHEDULE:**

The work shall commence upon City Council Approval. The designated City Representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule.

Recommendation To City Council	March 16, 2020
Ground Breaking	April, 2020
Final Completion	September 30, 2020
Ribbon Cutting Ceremony	October 1, 2020

**IMPORTANT INFORMATION:**

The City shall have the right to require by written order, changes in, additions to, or deductions from the work required by the Contract Documents provided that if changes, additions, or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the Contract price, if any, because of any change, addition, or deduction in the work, shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the change, addition, or deduction. No claim for change, addition, or deduction, or adjusting of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of written order from the City specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the designated City representative before the commencement of the work. Where the written order diminishes the quality of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with.

**PREVAILING WAGES:**

This is not a Prevailing Wage project.

COMPANY NAME: Usztan LLC



**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.

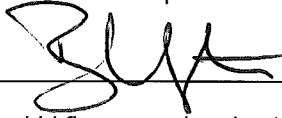
COMPANY NAME: \_\_\_\_\_ Usztan LLC

**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 through project completion and final acceptance in accordance with the bid specifications.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_



**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: 43-2078744

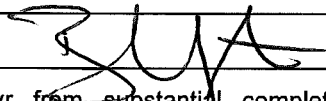
COMPANY: Usztan LLC

ADDRESS: 261 Collier Rd CITY: Auburn Hills STATE: MI ZIP:

48326 PHONE: (248) 332-7448 x 4 FAX NUMBER: (248) 332-7452

REPRESENTATIVE NAME: Boris Usztan

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_



PAYMENT TERMS: 14 days from draw WARRANTY: 1 yr from substantial completion or CofO

CHECK INCLUDED: 9411617026 COMPLETION: \_\_\_\_\_

EMAIL: pm@usztan.com

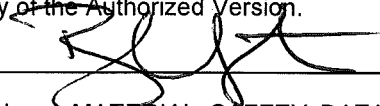
**EXCEPTIONS:**

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

**ACKNOWLEDGEMENT:**

I, Boris Usztan, 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 the MITN website, [www.mitn.info](http://www.mitn.info) and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_



**IMPORTANT:** All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant MSDS 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.



February 13, 2020

**Addendum 1**  
**ITB-COT 20-07**  
**Troy Firefighter Memorial Project**  
Page 1 of 3

To All Bidders:

Please be advised that as a result of the Mandatory Pre-Bid Meeting conducted on Wednesday, February 12, 2020 at 1:00 PM EST the Purchasing Department for the City of Troy authorized the following clarification(s) and or change(s) to the specifications for ITB-COT 20-07, TROY FIREFIGHTER MEMORIAL PROJECT. The clarification(s) and or change(s) will be considered an integral part of the original proposal document. The Pre-Bid Meeting was conducted at Troy Fire Station #6, located at 5901 Coolidge Hwy., Troy, MI 48098.

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

- Bid Opening date and time Thursday, February 27, 2020, at 10:00 AM E.S.T.
- When submitting bids, mark Envelopes with the Bid Number, Name, and the Opening Date. Bids shall be submitted to the City Clerk's Office located in City Hall.
- A cashier's check, certified check, or money order to the City of Troy **in the amount of \$5,000.00 must accompany the bid to insure the bid.** Unsuccessful bidders will have their bid surety returned after bid award. Upon award to the successful bidder, the bid deposit will be retained as a performance surety until successful completion and installation of all the contract requirements. **BID BONDS ARE NOT ACCEPTABLE.**
- All bidders are required to examine the site to determine the amount of work to be done in accordance with the bid specifications by attending the Mandatory Pre-bid Meeting that was scheduled for Wednesday, February 12, 2020 at 1:00 PM EST LOCATED AT Fire Station #6 as detailed. An opportunity to inspect the site was provided during the Pre-bid Meeting.
- For *ADDITIONAL INFORMATION* or specific procurement questions concerning this project, please contact MaryBeth Murz at [m.murz@troymi.gov](mailto:m.murz@troymi.gov).
- For *SPECIFIC QUESTIONS* concerning the project, contact Assistant Fire Chief, Peter Hullinger at 248 524 3417 or [Peter.Hullinger@troymi.gov](mailto:Peter.Hullinger@troymi.gov).
- **COMPLETION SCHEDULE:** The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. The entire project must be completed by SEPTEMBER 30, 2020.
- *FINAL PAYMENT* only after final inspection by the City of Troy and acceptance of all work performed.
- *INSURANCE:* If awarded - Insurance needs to be submitted to the City's Purchasing Manager, and approved before work can begin.
- *SPECIFICATIONS:* As detailed.

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

JSS – Macomb, LLC  
WCI Contractors, Inc.  
Usztan, LLC  
Bernco, Inc.  
Monument Warehouse  
DCR Services & Construction, Inc.

Introduced: MaryBeth Murz, Purchasing Manager, City of Troy  
David Roberts, Fire Chief, City of Troy  
Peter Hullinger, Assistant Fire Chief, City of Troy  
Kurt Bovensiepe, Public Works Director, City of Troy  
Dennis Trantham, Facilities & Grounds Operations Manager, City of Troy

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Clarifications were discussed as follows:

- Sealed bids for the **TROY FIREFIGHTER MEMORIAL PROJECT** will be received by the City of Troy at the Clerk's Office, 500 West Big Beaver, Troy, Michigan 48084, until **10:00 AM, Local Time, on Thursday, February 27, 2020**, at which time the bids will be publicly opened and read at City Hall in Conference Room C.
- **COMPLETION SCHEDULE:**  
The work shall commence upon City Council Approval. The designated City Representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule.

- |                                       |                           |
|---------------------------------------|---------------------------|
| <b>Recommendation To City Council</b> | <b>March 16, 2020</b>     |
| <b>Ground Breaking</b>                | <b>April, 2020</b>        |
| <b>Final Completion</b>               | <b>September 30, 2020</b> |
| <b>Ribbon Cutting Ceremony</b>        | <b>October 1, 2020</b>    |

- **PREVAILING WAGES:**  
This is not a Prevailing Wage project.
- MaryBeth Murz, Purchasing Manager gave an overview of the Instructions to Bidders and the requirements for Bid Submission. There were no questions pertaining to the requirements for Bid Submission.
- The Invitation to Bid, Specifications, Site Plans, Drawings and Renderings are available on the MITN website.
- Addendums as necessary will also be posted on the MITN website.
- Note that the Completion Schedule which culminates with a Ribbon Cutting Ceremony in October is very important because it is a part of Fire Prevention Week this year.
- It will be the responsibility of the awarded Contractor to coordinate project with the City, since the DPW will doing the ground prep work.

- When the City of Troy DPW is doing initial ground work which includes power; the City of Troy will secure the job site. Once the Award Contractor begins work it is the Contractor's responsibility to secure the area. This is especially important since Firefighters Park is an active park.
- It was noted that existing trees were planted honoring deceased City of Troy Firefighters.
- Also note that since project funding is a result of fundraising the Memorial Project is a price sensitive project.
- Potential bidders were given the opportunity to view the future Memorial Site at Firefighters Park.

**QUESTION:** Will the monument be engraved front and back?

**ANSWER:** Initially the monument will be engraved on the front only. There are approximately 182 names.

**QUESTION:** What is the seating wall dimension? What are the dimensions of the bench?

**ANSWER:** The dimensions of the bench are out radius of 12 equal panels of 3'-2" each. Inner radius is 10 equal panels at 3'-8" each.

**QUESTION:** Is the engraving laser engraving?

**ANSWER:** It is straight text, no images.

**QUESTION:** Are Monument specifications decided?

**ANSWER:** Yes, but the City of Troy is open to alternate submissions.

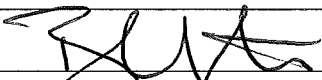
**QUESTION:** There was a question about the bronze statue specifications. Will specifications for the statue be issued?

**ANSWER:** The Fire Department will be purchasing the bronze statue separately and will provide for installation.

**QUESTION:** Are line drawings for the monument available?

**ANSWER:** The bronze portion is not a part of the bid specifications.

I, the undersigned bidder, have read this Addendum 1 and have integrated the clarification(s) and or change(s) into the *Bid Proposal* and *Specifications* for **ITB-COT 20-07, TROY FIREFIGHTER MEMORIAL PROJECT**. All other items in the original bid proposal remain the same. This Addendum 1 should be attached to the top of the Bid Proposal packet at the time of submission, on or before **Thursday, FEBRUARY 27, 2020 at 10:00 AM EST** in the office of the City Clerk.

COMPANY:	Usztan LLC
NAME OF AUTHORIZED COMPANY REPRESENTATIVE:	Boris Usztan
SIGNATURE:	
ADDRESS:	261 Collier Rd., Auburn Hills 48326
DATE:	February 27, 2020



February 26, 2020  
Addendum 2  
ITB-COT 20-07  
Fire Fighter Memorial Project  
Page 1 of 1

**To All Bidders:**

Please be advised that the City of Troy Purchasing Department has authorized the following QUESTION/ANSWER regarding Bid Proposal **ITB-COT 20-07, Fire Fighter Memorial Project**. The CHANGE will be considered an integral part of the original proposal documents.

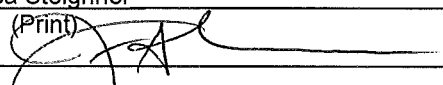
**QUESTION:** Can you please clarify the expected construction of the seat wall? The detail on page 10 of the drawings appears to show one solid piece of granite, but Addendum #1 references panels. Is the intention to create panels surrounding a concrete curb / CMU, or is a solid granite seat wall expected?

**ANSWER:** Panels are fine for this, it does not need to be a single piece.

I, the undersigned Bidder, have read this addendum and have integrated the changes into the Bid Proposal documents for ITB-COT 20-07, **Fire Fighter Memorial Project**. All other items in the original proposal document remain the same. This addendum should be attached to the top of the proposal packet at the time of submission on or before Thursday, February 27, 2019 at 10:00 A.M., EDT in the Office of the City Clerk.

COMPANY: Usztan LLC

NAME OF REPRESENTATIVE: Jessica Steighner

SIGNATURE OF AUTHORIZED REPRESENTATIVE: (Print) 

ADDRESS: 261 Collier Rd  
Auburn Hills MI 48326

DATE: Feb. 27, 2020





500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: March 3, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Robert C. Maleszyk, Chief Financial Officer  
Lisa Burnham, Accounting Manager  
David Roberts, Fire Chief  
Peter Hullinger, Assistant Fire Chief  
MaryBeth Murz, Purchasing Manager

Subject: Standard Purchasing Resolution 2 - Firefighters Memorial Project  
(Introduced by Fire Chief David Roberts)

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### History

The Troy Fire Department dates back to 1940 and to this day carries 80 years of volunteer firefighters giving their time to serve the City of Troy. Shortly after Firefighters Park opened, the Troy Fire Department Women's Auxiliary began to plant trees in honor of those volunteer firefighters who were deceased and who had served 5 or more years with the Fire Department. A plaque was placed at many of the trees to recognize the individual and their time given to the Troy community. This tree planting continued for many years. Over time, however, the maintenance, cost, and upkeep became too burdensome. Many of the trees died due to various issues. Some were destroyed by weather while others succumbed to vandalism, and some of the plaques became over grown or were stolen.

The Women's Auxiliary officially disbanded in 2018 after nearly 50 years of service. At that time, the women wanted to donate their remaining funds as seed money toward the construction of a permanent memorial to honor our past firefighters. The Fire Department, too, wanted a more permanent memorial and had contemplated the idea off-and-on over the years. The timing was right and Firefighters Park seemed to be the natural location for such a memorial.

A committee of firefighters was formed to develop plans for the memorial. This group of volunteers worked with the City and with OHM Advisors to develop a design and bid specification. While this was in progress, the group also began working with the Troy Firefighters Community Fund to develop ideas and begin fundraising for the project. The group solicited donations among other fundraising events, and held a raffle ticket sale to generate funds for the project. After several years, and with some dedicated capital funding, these efforts have raised enough funds to proceed with the project.



500 West Big Beaver  
 Troy, MI 48084  
 troymi.gov

## CITY COUNCIL AGENDA ITEM

### Purchasing

- On February 27, 2020 a bid opening was conducted as required by City Charter/Code for the Firefighters Memorial Project.
- The bid was posted on the Michigan Intergovernmental Trade Network (MITN); [www.mitn.info](http://www.mitn.info).
- Nine hundred and seventy nine (979) vendors were notified via the MITN website.
- Three (3) bid responses were received. Below is a detailed summary of potential vendors for the bid opportunity:

Companies notified via MITN	731
Troy Companies notified via MITN	24
Troy Companies notified - Active email Notification	23
Troy Companies - Active Free	1
Companies that viewed the bid	68
Troy Companies that viewed the bid	3

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

- Note that one (1) company only bid the granite portion of the project while the other two (2) companies bid the entire project per the specifications.
- *Usztan, LLC of Auburn Hills, MI* is the low bidder as specified and meets all bid specifications for a total amount of \$159,962.52. This price is for the above ground work including the monuments, bench, and flags.
- Underground work in support of the project will be performed by the City of Troy.

### Financial

The Fire Fighters Memorial project is budgeted in the 2020 and 2021 capital budget in account #337.7974 for an amount of \$100,000, and assigned project #2020C0012. The Troy Firefighters Community Fund currently has raised \$104,000 for this memorial project.

### Recommendation

City Management recommends awarding a contract to the low bidder meeting all specifications; *Usztan, LLC, of Auburn Hills, MI*, to perform the construction of the Firefighters Memorial for an estimated cost of \$159,962.52.



**STANDARD PURCHASING RESOLUTION 2: Award to Low Bidder meeting Specifications – Firefighters Memorial Project**

RESOLVED, That Troy City Council hereby awards a contract for the Firefighters Memorial Project to *Uszta, LLC, of Auburn Hills, MI*, for an estimated total cost of \$159,962.52.

BE IT FURTHER RESOLVED, That the award is contingent upon vender's submission of properly executed contract documents, including insurance certificates and all other specified requirements.



**NOTEPAD:**

HOLDER CODE CITYTRO  
INSURED'S NAME Uszfan LLC

USZTA-1  
OP ID: CK

PAGE 2  
Date 12/02/2019

cancellation applies.

## COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR  
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND  
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**D.** The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**E.** All other terms and conditions of this policy remain unchanged.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MICHIGAN CANCELLATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The Cancellation Condition found in the Common Policy Conditions is amended as follows:

Paragraph 2. is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for non-payment of premium that is due from the current or prior policy period, or due from a prior policy period audit; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.