

- I-4 Standard Purchasing Resolution 2: Sole Bidder Meeting Specifications – Pool Repairs – Troy Community Center Pools and Troy Family Aquatic Center (TFAC) and Budget Amendment (*Introduced by: Brian Goul, Assistant Recreation Director*)

Resolution #2020-02-038

Moved by Brooks

Seconded by Hamilton

RESOLVED, That Troy City Council hereby **AWARDS** a contract to furnish all labor, materials, and equipment to re-marcite and re-grout tile in all the pools at the Troy Community Center and the Troy Family Aquatic Center to the sole bidder meeting specifications, *Clearwater Pools and Services Inc. of Ann Arbor, MI* for an estimated cost of \$178,975, at prices contained in the bid tabulation opened January 23, 2020, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** amending the 2020 Aquatic Center Capital budget from \$100,000 to \$126,085.

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

Yes: All-6

No: None

**MOTION CARRIED**

# PURCHASE ORDER

No. 2020-00001170  
 DATE: 03/11/2020  
 PAGE: 1 of 1  
 FOB DESTINATION

**Ship To**  
 CITY OF TROY  
 Parks and Recreation  
 3179 LIVERNOIS  
 TROY, MI 48083

**Bill To**  
 CITY OF TROY  
 Parks and Recreation  
 3179 LIVERNOIS  
 TROY, MI 48083

**COUNCIL RESOLUTION**  
 2020-02-038

**VENDOR NO.** 117806

**Vendor**  
 CLEAR WATER POOLS  
 7100 JACKSON RD STE 200  
 ANN ARBOR, MI 48103

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Each	Pool Repairs Marcite CC Pools Contract to furnish all labor, materials, and equipment to re-marcite and re-grout tile in the pools as per all Bid Specifications of ITB-COT 20-05. Also includes filling ten (1) lights in all outdoor pools with material as needed.	56,890.0000	\$56,890.00

Entered By: MaryBeth Murz

\$56,890.00

**Special Instructions:**

CITY COUNCIL AWARD DATE: 2/10/2020. Certificate of Insurance and Endorsement shall be on file for duration of project.

**TERMS & CONDITIONS**

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

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

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

*MaryBeth Murz*

**PURCHASE ORDER**

No. 2020-00001169

DATE: 03/11/2020

PAGE: 1 of 1

FOB DESTINATION

Ship To

CITY OF TROY  
Aquatic Center  
3425 CIVIC CENTER DRIVE  
TROY, MI 48084

Bill To

CITY OF TROY  
Aquatic Center  
3179 LIVERNOIS  
TROY, MI 48083

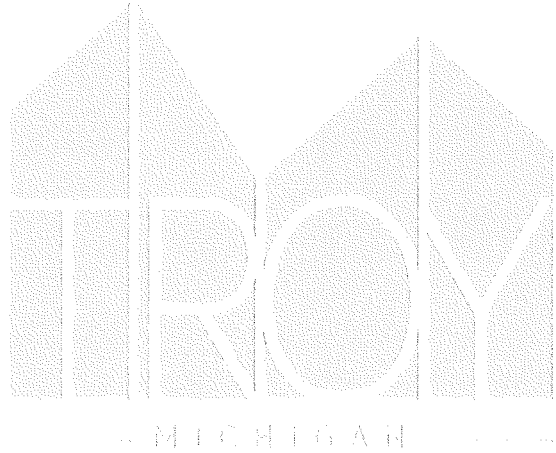
**COUNCIL RESOLUTION**  
2020-02-038

**VENDOR NO.** 117806

Vendor

CLEAR WATER POOLS  
7100 JACKSON RD STE 200  
ANN ARBOR, MI 48103

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Each	Pool Repair Marcite Pools Contract to furnish all labor, materials, and equipment to re-marcite and re-grout tile in the pools as per all Bid Specifications of ITB-COT 20-05.	126,085.0000	\$126,085.00



Entered By: MaryBeth Murz

\$126,085.00

**Special Instructions:**

CITY COUNCIL AWARD DATE: 2/10/2020. Certificate of Insurance and Endorsement shall be on file for duration of project.

**TERMS & CONDITIONS**

1. Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.
2. Prior to acceptance, vendor agrees to provide City with information under the Right-to-Know Law, P.A. 1986, No. 80, and fully comply with all terms and conditions of the Michigan Occupational Safety and Health Act, MCL 408.1001, et seq. including vendor shall provide City with an "MSDS". Vendor also agrees to be responsible for all required labeling.
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4. Purchase Orders are signed electronically based upon computer generated "on-line" authorized approvals. Authentic signatures are on file in the City of Troy Purchasing Department.

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

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

*MaryBeth Murz*

Vendor Name:	Clearwater Pools & Service of Ann Arbor, Inc.
City:	Ann Arbor, MI
Check #:	1423854
Check Amount:	\$5,000

**PROPOSAL: Re-marcite and Re-grout tile at the Pools at the Troy Community Center and the Troy Family Aquatic Center.**

**PROPOSAL A: TROY COMMUNITY CENTER POOLS**

Item	Specification(s)	
1	<b>Leisure Pool:</b> Length 57'-77', width 20'-24'-31', minimum depth 0', maximum depth 4', shape U, volume 82,600 gal. Lap lane tile markings on the side and bottom re-grouted, loose and hollow marcite removed and re-marcite the entire pool from bottom of the pool. Entire surface must be smooth and flush. Grout tile with white sanded grout. Caulk under gutter after chipping is complete. Use Sunstone Antigua Quartz for marcite mix.	\$44,995.00
2	<b>Therapy Pool:</b> Length 35'-38', width 20', minimum depth 3', maximum depth 4', shape rectangle, volume 15,700 gal. Step tiles re-grouted, loose and hollow marcite removed and re-marcite the entire pool from bottom of the pool. Grout tile using white sanded grout. Caulk under gutter after chipping is complete. Use Sunstone Antigua Quartz for marcite mix.	\$7,895.00
<b>PROPOSAL A: TROY COMMUNITY CENTER POOLS TOTAL COST</b>		<b>\$52,890.00</b>

**PROPOSAL B: TROY FAMILY AQUATIC CENTER POOLS**

Item	Specification(s)	
1	<b>Main Pool:</b> Surface Area: 11,000, Depth: 0-5'6", Gallons of water: 220,560, Length through center of pool 105', Zero depth entrance: 131'3". Lap lane marking on the bottom. Remarcite the entire bottom and sides of the pool. Entire surface must be smooth and flush with tiles. Grout tile with white sanded grout. Use Sandstone Antigua Quartz for marcite mix.	\$98,995.00
2	<b>Kiddie Pool:</b> Surface Area: 1,179, Depth: 0-18" Gallons of water: 6,632. Remarcite the entire bottom and sides of the pool, Entire surface must be smooth and flush with the tiles. Grout tile with white sanded grout. Use Sandstone Antigua Quartz for marcite mix.	\$9,995.00
3	<b>Slide Pool:</b> Surface Area: 900, Depth: 3'-3'6" Gallons of water: 21,938. Remarcite the entire bottom and sides of the pool, Entire surface must be smooth and flush with the tiles. Grout tile with white sanded grout. Use Sandstone Antigua Quartz for marcite mix.	\$6,800.00
4	<b>Raindrop Pool:</b> Surface Area: 1,590, Depth: 0'-9" Gallons of water: 4,472. Remarcite the entire bottom and sides of the pool, Entire surface must be smooth and flush with the tiles. Grout tile with white sanded grout. Use Sandstone Antigua Quartz for marcite mix.	\$9,895.00
<b>PROPOSAL B: TROY COMMUNITY CENTER POOLS TOTAL COST</b>		<b>\$125,685.00</b>

**ALTERNATE: PROPOSAL C: FILL LIGHTS IN TROY FAMILY AQUATIC CENTER POOLS**

1	<b>Lights in all Troy Family Aquatic Center Pools</b>	
	Fill ten (10) lights in all outdoor pools at the Troy Family Aquatic Center Pools with material as needed.	\$400.00
<b>GRAND TOTAL COST</b>		<b>\$178,975.00</b>

Attended NON Mandatory Pre-Bid Meeting?	Y or N	Y
<b>Contact Information:</b>		
Hours of Operation:		Mon-Sat 7AM - 8PM
24HR Phone Number:		Jeff Cell: 734-216-2503
		Ryan Cell: 734-216-2133
Contact Person:		Jeff Erkfritz, President
References:	Y or N	Y
Progress Payments:		50% after prep completed/Balance Net 15 Days
Completion Date Can Be Met:	Y or N	Y
Can Meet Insurance:	Y or N	Y
Acknowledgement:	Y or N	Y
		Will need 50% deposit after pools at outdoor facility to cover expenses and products. Same for indoor after prep. Price quotes is for amendment with Blue Quartz.
Exceptions:	Y or N	Y
Forms:	Y or N	Y
Signed Addendum:	Y or N	Y
Schedule of Values Attached:	Y or N	Y
Bidder Questionnaire Attached:	Y or N	Y

ATTEST:  
 \_\_\_\_\_  
 Susan Riesterer  
 \_\_\_\_\_  
 Brian Goul  
 \_\_\_\_\_  
 Morgan Thrasher  
 \_\_\_\_\_  
 Jackie Ahlstrom

\_\_\_\_\_  
 MaryBeth Murz,  
 Purchasing Manager

Vendor Name:	CLEAR WATER		
City:	ANN ARBOR POOLS		
Check #	001423854		

**PROPOSAL: Re-marcite and Re-grout tile at the Pools at the Troy Community Center and the Troy Family Aquatic Center.**

**PROPOSAL A: TROY COMMUNITY CENTER POOLS**

Item	Specification(s)			
1	<b>Leisure Pool:</b> Length 57'-77', width 20'-24'-31', minimum depth 0', maximum depth 4', shape U, volume 82,600 gal. Lap lane tile markings on the side and bottom re-grouted, loose and hollow marcite removed and re-marcite the entire pool from bottom of the pool. Entire surface must be smooth and flush. Grout tile with white sanded grout. Caulk under gutter after chipping is complete. Use Sunstone Antigua Quartz for marcite mix.	44,995 <sup>-</sup>		
2	<b>Therapy Pool:</b> Length 35'-38', width 20', minimum depth 3', maximum depth 4', shape rectangle, volume 15,700 gal. Step tiles re-grouted, loose and hollow marcite removed and re-marcite the entire pool from bottom of the pool. Grout tile using white sanded grout. Caulk under gutter after chipping is complete. Use Sunstone Antigua Quartz for marcite mix.	7,895 <sup>-</sup>		

**PROPOSAL A: TROY COMMUNITY CENTER POOLS TOTAL COST**

**PROPOSAL B: TROY FAMILY AQUATIC CENTER POOLS**

Item	Specification(s)			
1	<b>Main Pool:</b> Surface Area: 11,000, Depth: 0-5'6", Gallons of water: 220,560, Length through center of pool 105', Zero depth entrance: 131'3". Lap lane marking on the bottom. Remarcite the entire bottom and sides of the pool. Entire surface must be smooth and flush with tiles. Grout tile with white sanded grout. Use Sandstone Antigua Quartz for marcite mix.	98,995 <sup>-</sup>		
2	<b>Kiddie Pool:</b> Surface Area: 1,179, Depth: 0-18" Gallons of water: 6,632. Remarcite the entire bottom and sides of the pool, Entire surface must be smooth and flush with the tiles. Grout tile with white sanded grout. Use Sandstone Antigua Quartz for marcite mix.	9,995 <sup>-</sup>		
3	<b>Slide Pool:</b> Surface Area: 900, Depth: 3'-3'6" Gallons of water: 21,938. Remarcite the entire bottom and sides of the pool, Entire surface must be smooth and flush with the tiles. Grout tile with white sanded grout. Use Sandstone Antigua Quartz for marcite mix.	6,800 <sup>-</sup>		
4	<b>Raindrop</b> Surface Area: 1,590, Depth: 0'-9" Gallons of water: 4,472. Remarcite the entire bottom and sides of the pool, Entire surface must be smooth and flush with the tiles. Grout tile with white sanded grout. Use Sandstone Antigua Quartz for marcite mix.	9,895 <sup>-</sup>		

**PROPOSAL B: TROY COMMUNITY CENTER POOLS TOTAL COST**

**GRAND TOTAL COST** \$178,975<sup>-</sup>

Attended NON Mandatory Pre-Bid Meeting?	Y or N		
Contact Information:			
Hours of Operation:			
24HR Phone Number:			
Contact Person:			
References:	Y or N		
Progress Payments:			
Completion Date Can Be Met:	Y or N		
Can Meet Insurance:	Y or N	Y	
Acknowledgement:	Y or N	Y	
Exceptions:	Y or N	50% deposit after prep to	cover expenses & all products
Forms:	Y or N	Y	
Schedule of Values Attached:	Y or N	Y	
Bidder Questionnaire Attached:	Y or N	Y	

Alternate  
: Yes \$400

ATTEST:  
*[Signatures]*

MaryBeth Murz,  
Purchasing Manager

The Bid Proposal page has been **REVISED**. Please use the **REVISED** Bid Proposal page to provide pricing.

<b>PROPOSAL A: TROY COMMUNITY CENTER POOLS</b>		
Item	Specification(s)	Cost
1	<b>Leisure Pool:</b> Length 57'-77', width 20'-24'-31', minimum depth 0', maximum depth 4', shape U, volume 82,600 gal. Lap lane tile markings on the side and bottom re-grouted, loose and hollow marcite removed and re-marcite the entire pool from bottom of the pool. Entire surface must be smooth and flush. Grout tile with white sanded grout. Caulk under gutter after chipping is complete. Use Sunstone Antigua Quartz for marcite mix.	44,995. <sup>00</sup>
2	<b>Therapy Pool:</b> Length 35'-38', width 20', minimum depth 3', maximum depth 4', shape rectangle, volume 15,700 gal. Step tiles re-grouted, loose and hollow marcite removed and re-marcite the entire pool from bottom of the pool. Grout tile using white sanded grout. Caulk under gutter after chipping is complete. Use Sunstone Antigua Quartz for marcite mix.	7,895. <sup>00</sup>
<b>PROPOSAL A: TROY COMMUNITY CENTER POOLS TOTAL COST</b>		

<b>PROPOSAL B: TROY FAMILY AQUATIC CENTER POOLS</b>		
Item	Specification(s)	Cost
1	<b>Main Pool:</b> Surface Area: 11,000, Depth: 0-5'6", Gallons of water: 220,560, Length through center of pool 105', Zero depth entrance: 131'3". Lap lane marking on the bottom. Remarcite the entire bottom and sides of the pool. Entire surface must be smooth and flush with tiles. Grout tile with white sanded grout. Use Sandstone Antigua Quartz for marcite mix.	98,995. <sup>00</sup>
2	<b>Kiddie Pool:</b> Surface Area: 1,179, Depth: 0-18" Gallons of water: 6,632. Remarcite the entire bottom and sides of the pool, Entire surface must be smooth and flush with the tiles. Grout tile with white sanded grout. Use Sandstone Antigua Quartz for marcite mix.	9,995. <sup>00</sup>
3	<b>Slide Pool:</b> Surface Area: 900, Depth: 3'-3'6" Gallons of water: 21,938. Remarcite the entire bottom and sides of the pool, Entire surface must be smooth and flush with the tiles. Grout tile with white sanded grout. Use Sandstone Antigua Quartz for marcite mix.	6,800. <sup>00</sup>
4	<b>Raindrop Pool:</b> Surface Area: 1,590, Depth: 0'-9" Gallons of water: 4,472. Remarcite the entire bottom and sides of the pool, Entire surface must be smooth and flush with the tiles. Grout tile with white sanded grout. Use Sandstone Antigua Quartz for marcite mix.	9,895. <sup>00</sup>
<b>PROPOSAL B: TROY COMMUNITY CENTER POOLS TOTAL COST</b>		

<b>ALTERNATE: TEN (10) LIGHTS IN ALL TROY FAMILY AQUATIC CENTER POOLS</b>		
1	<b>Lights in all Troy Family Aquatic Center Pools</b> Seal and infill the ten (10) existing pool lights at the Troy Family Aquatic Center Pools with concrete material prior to applying marcite.	400. <sup>00</sup>
<b>GRAND TOTAL COST</b>		\$178,975. <sup>00</sup>

Note: Lights niche have the #8 ground wire in them for Bonding of water. May want to talk to electrician about code before filling them in.

Clarifications were discussed as follows:

- Kristine Kallek, Associate Buyer gave a brief overview of the Instructions to bidders and the requirements for bid submission.
- There were no questions pertaining to requirements for bid submission.
- The grates in the indoor pool are for intake for the slides. The City will take off the grates so the vendor can marcite around opening and up to the pipe.
- The outdoor pool was re-marcited 5 years ago and the indoor pool was re-marcited 6 years ago.
- It was discussed and highlighted that the outdoor pools had lights removed leaving empty holes.
- Vendors asked if the City would be interested in including this in the Bid Specifications in order to fill holes and marcite over.
- The City has added this Alternate option to the Proposal pricing.
- Please use the Revised Bid Proposal page.

**CORRECTION:**

**On page 3 of 5 of the Bid Specifications states the following:**

**2.07 PLASTER MIX:** The marcite mix shall consist of 3 bags of Lehigh white cement, 5 bags of pool mix, and two bags of 50# blue quartz or approved alternative.- The marcite aggregate and cement shall be mixed with sufficient water for proper hydration in order to produce a consistency for a smooth toweled finish.

**2.07 PLASTER MIX shall INCLUDE:**

**2.07 PLASTER MIX:** The marcite mix shall consist of 3 bags of Lehigh white cement, 5 bags of pool mix, and two bags of 50# Sunstone Antigua Quartz or approved alternative.- The marcite aggregate and cement shall be mixed with sufficient water for proper hydration in order to produce a consistency for a smooth toweled finish.

I, the undersigned Bidder, have read this addendum and have integrated the changes into the Bid Proposal documents for ITB-COT 20-05, Pool Repairs- Marcite. 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, January 23, 2020 at 10:00 A.M., EDT in the Office of the City Clerk.

COMPANY:

Clearwater Pools and Service of Ann Arbor

NAME OF REPRESENTATIVE:

Jeffrey L. ENFRATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

(Print) Jeffrey L. Enfrate

ADDRESS:

7100 Jackson Rd  
Ann Arbor, MI 48103

DATE:

1.22.2020

**NON MANDATORY PRE-BID MEETING:**

NON Mandatory Pre-Bid Meeting will be held on MONDAY, OCTOBER 28, 2019 at 10:00 am at the City of Troy Community Center located at 3179 Livernois Road, Troy, MI 48084. The meeting will be held with prospective bidders to answer and/or clarify questions regarding bid specifications.

**CONTACT INFORMATION:**

Hours of Operation: M-Sat 7 AM - 8 PM  
24 Hr Phone Number: Jeff cell 734-216-2503 Ryan cell 734-216-2133

**REFERENCES:**

Please submit a list of THREE CUSTOMERS who have had similar work performed by your company in the last five (5) years in the State of Michigan. Include the name of the company, the address, phone number, contact person, and email:

**COMPANY:** City of Trenton Pool  
**ADDRESS:** 3101 West Rd Trenton, MI 48183  
**PHONE:** 734-675-6500 **CONTACT:** mgr.  
**EMAIL:** ? don't know

**COMPANY:** City of Grosse Pointe Neff Park  
**ADDRESS:** 17350 E. Jefferson Ave Grosse Pointe, MI 48231  
**PHONE:** 313-243-5257 **CONTACT:** mgr.  
**EMAIL:** don't know

**COMPANY:** Barton Hills Country Club  
**ADDRESS:** 730 Country Club Lane Ann Arbor, MI 48105  
**PHONE:** ~~Ann Arbor~~ 734-663-9511 **CONTACT:** mgr.  
**EMAIL:** don't know

**PERMITS:**

The City of Troy and State Health Department do not require permits or inspections for this work.

**PROGRESS PAYMENTS:**

The successful bidder shall establish with the City of Troy, the procedure for payment and retainages prior to commencement of work on this project. Each bidder should attach a progress payment schedule to the bid document at the time of bid submission.

Progress payments will be approved by the designated City representative in accordance with the schedule of payments the successful bidder submits with their proposal. The City of Troy reserves the right to withhold payments for work which is incomplete, shoddy, or not as specified, or until full acceptance for the portion of work completed which is being invoiced. The decision made by the City's representative concerning acceptable workmanship will be deemed in the City's best interest. Prior to release of the final payment, consent of surety document (AIA Document G707) will be required and signed by the surety Company.

Proposed Payment Schedule: 50% percent after prep completed / Balance Net 15 days.

COMPANY NAME: Clearwater Pools and Service of Ann Arbor

NOTE: Treating as two different Billings one for outdoor one for indoor.



**MICHIGAN CONSTRUCTION LIEN ACT:**

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

**PUBLIC ACT 57:**

The contractor shall abide by all requirements provided in Public Act 57 (Copy attached).

**COMPLETION DATE and LIQUIDATED DAMAGES:**

Once the Contractor moves supplies and materials to the work site, work shall commence and be completed between ~~April 15, 2020 and May 15, 2020 for the Troy Family Aquatic Center Pools, and May 26, 2020 and June 5, 2020 for the Troy Community Center Pools.~~ The City of Troy is the only party to this contract that may authorize amendment to this schedule. *Date changed for indoor pools to Aug 16 to Aug 31 2020*

Failure of the bidder to complete the project as specified shall result in the following penalties:

\$500 per day every calendar day after MAY 15, 2020 for the Troy Family Aquatic Center and June 5, 2020 for the Troy Community Center Pools that the project is not complete.

- Our Company can meet this delivery / installation schedule *Note: Weather conditions are vital. Rain cannot plaster.*  
 Our company cannot meet this delivery / installation schedule but offers: \_\_\_\_\_

**AWARD:**

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

The City of Troy reserves the right to award this bid to the lowest responsible bidder meeting specifications; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations.

**DELIVERY:**

All materials are to be F.O.B. delivered freight paid, to City of Troy- Troy Community Center, 3179 Livernois, Troy, MI 48083 - **Please** call **Brian Goul**, Assistant Recreation Director at 248-524-3529 prior to delivery of any materials to the installation site.

**CONTRACT DOCUMENT:**

After the Troy City Council has approved the award; the successful bidder will be required to sign the Contract Form (provided in the Contract Documents Section) prior to commencing with the project. The purchase order issued in conjunction with the Contract Form from the City of Troy will create a bilateral contract between the parties and commit the successful bidder to perform the contract in accordance with specifications.

COMPANY NAME: Clearwater Pools and Service of Ann Arbor

**DESIGNATED CITY REPRESENTATIVE:**

Brian Goul, Assistant Recreation Director is the designated City Representative for this project.

**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 (1) year Maintenance Bond secured by a surety company, acceptable to the City of Troy by being licensed to do business in Michigan, and be included on the U. S. Treasury Department Surety List and/or have a rating of A (-) or better by A. M. Best, and/or Standard and Poors, on standard AIA forms, each in the amount of one hundred percent (100%) of the contract sum. Attorneys-in-fact, who sign Performance and Payment Bonds must file a certified copy of their power of attorney to sign such bonds. **The Contractor shall pay the cost of all bond premiums.**

**BID DEPOSIT AND FORFEITURE:**

The bid deposit of the lowest bidder shall be forfeited if, after bid opening, a change in 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.

**DOWNPAYMENTS AND PREPAYMENTS:**

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

**SUBCONTRACTORS:**

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

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

**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: Jeffrey Entz Cleanwater Pools and Service of Ann Arbor

**IMPORTANT:**

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

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 Department at (248) 619-7608, and is the only bid document accepted in this format.

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

- We can meet the specified insurance requirements.
- We cannot meet the specified insurance requirements.
- We do not carry the specified limits but can obtain the additional insurance coverage of \$ \_\_\_\_\_, at the cost of \$ \_\_\_\_\_.  
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.
- Our proposal is reduced by \$ \_\_\_\_\_ if we lower the requirement to \$ \_\_\_\_\_.  
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

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

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

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

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

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

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

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

COMPANY NAME: Oleander Pools and Service of PM Abo

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) additional business 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: Clearwater Pools and Services of Ann Arbor,

**SIGNATURE PAGE**

**PRICES:**

Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through project completion and final acceptance in accordance with specifications.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Jeffrey L. ErkFrit

**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 addendum as issued.

COMPANY: Clearwater Pool and Service of Ann Arbor

ADDRESS: 7100 Jackson Rd. CITY: Ann Arbor STATE: MI ZIP: 48103

PHONE: (734) 669 8990 FAX NUMBER: (734) 669 8991

REPRESENTATIVE'S NAME: Jeffrey L. ErkFrit

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Jeffrey L. ErkFrit

TERMS: 50% Deposit / Balance net 15 day WARRANTY: 1 yr. chipping spalling

Not chemical imbedment weather permitting

CHECK NUMBER: \_\_\_\_\_ COMPLETION DATE: May 15, 2020 outdoor

E-MAIL: erkfrit

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

Will need 50% deposit after poolset outdoor facility to cover expenses and products. Same for indoor after prep. Price quoted is for amendment with Blue Quartz

**ACKNOWLEDGEMENT:**

I, Jeffrey L. ErkFrit, certify that I have read the **Instructions to Bidders** (3 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, [www.mitn.info](http://www.mitn.info) and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Jeffrey L. ErkFrit

**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.

**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.

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



**BIDDER QUESTIONNAIRE**

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

1. Your company has been in business since 1996 25 (years)
2. Has your company been in Chapter 7 during the last ten (10) years?  
 ( ) Yes When: \_\_\_\_\_  No
3. How many years of experience do you have in doing re-marcing work? 24 Years
4. Our Company has completed 80 re-marcing projects in the last year.
5. If applicable, list all proposed subcontractors to be used in the performance of this contract and the work to be performed by each. Include a complete list and references of all subcontractors and sub-subcontracts.  
NONE  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

6. **List Tradesmen who would be assigned to this project:**  
 Please provide years of experience, areas of expertise, and/or list any additional training classes taken to increase expertise in this field for the people listed in this section who will be assigned to project.

TITLE	NAME	EXPERIENCE / YEARS	TRADE
Mgr.	Romane Saucedo	20	trawde Derek Stamann 20
marcile mgr	Daniel Saucedo	6	trawde Derek Gable 5
trawde	Humberto Rios	15	trawde TIM Mcbrath 10
trawde	Alex Rios	15	
trawde	Ryan Erdente	10	
trawde	Roberto Nava	3	
trawde	Marquis Starl	3	

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: Jeffrey Ely  
 Company: Clearwater Pools and Service of Ann Arbor  
 Address: 700 Jackson Rd  
Ann Arbor, MI 48103  
 Phone Number: 734.669.8990



**SCHEDULE OF VALUES**

Your company **MUST** complete this form.

Supply List	Unit Cost
Pondc out 2000	\$ 85. <sup>00</sup> per Bag
Lehigh Whit Cement	\$ 24. <sup>00</sup> per Bag
Marble Dust	\$ 12. <sup>00</sup> per Bag
Blue Quartz	\$ 40. <sup>00</sup> per Bag

**Note:** Individual equipment prices and labor costs to install those items are requested if the quantity changes during project implementation.

ADDITIONAL MATERIALS:	UNIT PRICE
Muriatic acid	\$ 8. <sup>00</sup> per gallon
Hydraulic cement 50#	\$ 75. <sup>00</sup> per tub
	\$
LABOR:	
Man Hour charged at 90. <sup>00</sup> per HR.	\$ 90. <sup>00</sup> per
	\$
	\$
EQUIPMENT:	
all owned	\$
	\$

**Note:** If more space is required, attach additional sheets if needed but use the format established above.

Please include prices for additional services necessary, if additional work results from a change to the Scope of Work.

COMPANY NAME: Cleanwater Pools and Service of Ann Arbor





## Legal Status of Bidder:

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

---

A **corporation** duly organized and doing business under the laws of the State of MICHIGAN  
for whom Jeffrey C. Ernfritz, bearing the office title of President  
\_\_\_\_\_, whose signature is affixed to this proposal, is duly authorized to execute contracts.

---

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

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

---

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

---

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



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

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

<b>Vendor</b>	
Legal Name	Clearwater Pools and Service of Ann Arbor
Street Address	7100 Jackson Rd Ste. 200
City	Ann Arbor
State, Zip	MI. 48103
Corporate I.D. Number/State	
Taxpayer I.D. #	38-3328764

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: Jeffrey L. Erkfitz

Printed Name of Vendor's Authorized Agent: Jeffrey L. Erkfitz

Witness Signature: Ryan Erkfitz

Printed Name of Witness: Ryan Erkfitz



**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.*

Clearwater Pools and Service of Ann Arbor

Name of Agency/Company/Firm (Please Print)

Jeffrey L. Erkfritz President

Name and title of authorized representative (Please Print)

Jeffrey L. Erkfritz

1-22-2020

Signature of authorized representative

Date

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



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

The undersigned, the owner or authorized officer of Clearwater Pools and Service of Ann Arbor (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 Clearwater Pools and any member of the City of Troy City Council or City of Troy management.

**List any Familial Relationships:**

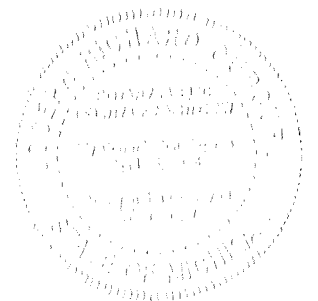
**JOSEPH RICHARD CURCURU**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF WASHTENAW  
My Commission Expires April 05, 2026  
Acting in the County of Washtenaw

**BIDDER:**  
Clearwater Pools and Service of Ann Arbor  
By: Jeffrey L. Eckfritz  
Its: president

STATE OF MICHIGAN )  
Joseph Richard Curcuru ) ss.  
COUNTY OF Washtenaw )

This instrument was acknowledged before me on the 22<sup>nd</sup> day of January, 2019, by

Jeffrey L. Eckfritz





CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Jeffrey L. Ernfritz, being duly sworn deposed, says that he/she  
(Print Full Name)

is Clearwater Pools and Service of Ann Arbor. 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.

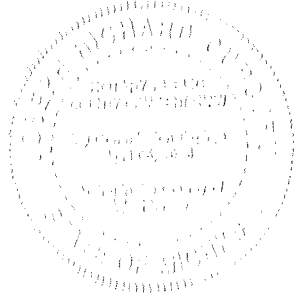
Jeffrey L. Ernfritz  
SIGNATURE OF PERSON SUBMITTING BID

Joseph Richard Curcuru  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 22nd day of January, 2020 in and for \_\_\_\_\_  
Washtenaw County.

My commission expires:  
April 05, 2026

**JOSEPH RICHARD CURCURU**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF WASHTENAW  
My Commission Expires April 05, 2026  
Acting in the County of Washtenaw





500 West Big Beaver  
 Troy, MI 48084  
 troymi.gov

# CITY COUNCIL AGENDA ITEM

Date: February 3, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
 Rob Maleszyk, Chief Financial Officer  
 Lisa Burnham, Accounting Manager  
 Elaine Bo, Recreation Director  
 Brian Goul, Assistant Recreation Director  
 MaryBeth Murz, Purchasing Manager

Subject: Standard Purchasing Resolution 2 – Sole Bidder Meeting Specifications – Pool Repairs – Troy Community Center Pools & Troy Family Aquatic Center (TFAC) & Budget Amendment

## History

- The Troy Community Center Pools and the Troy Family Aquatic Center pools require re-marcing every five to six years.
- The service was last performed in 2014 for the Community Center Pools and 2015 for the Troy Family Aquatic Center Pools (TFAC).
- Both pools are showing serious deterioration and need the service provided to ensure the facility's stability and patron safety.
- This will be the third time the Community Center Pools have been re-marced and the seventh time for the TFAC pools since their existence.

## Purchasing

- On January 23, 2020, a bid opening was conducted as required by City Charter and Code to furnish all equipment, material and labor to re-marcite pools and also re-grout tile in pools at the Troy Community Center Pools and Troy Family Aquatic Center Pools. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; [www.mitn.info](http://www.mitn.info). One (1) bid response was received. Below is a detailed summary of potential vendors:

<b>Companies notified via MITN</b>	293	<p><i>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.</i></p> <p><b>Active MITN</b> 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.</p> <p><b>Active MITN non-paying members</b> are responsible to monitor and check the MITN website for opportunities to do business with the City.</p> <p><b>Inactive MITN member</b> 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.</p>
Troy Companies notified via MITN	12	
Troy Companies - Active email Notification	11	
Troy Companies - Active Free	1	
<b>Companies that viewed the bid</b>	10	
Troy Companies that viewed the bid	0	



500 West Big Beaver  
 Troy, MI 48084  
 troymi.gov

# CITY COUNCIL AGENDA ITEM

## Purchasing (continued)

- In addition to this bid opportunity being posted on MITN; the Invitation to Bid was directly emailed to four (4) companies.
- A Pre-Bid meeting was held at all pool sites so potential bidders had the opportunity to view the pools. Two (2) companies were in attendance.
- One (1) bid was received.
- Pool companies that did not respond to this bid opportunity indicated that the City's Scope of Work was too large and the timeline was too short to complete the job.
- *Clearwater Pools and Services, Inc. of Ann Arbor, MI* is the sole bidder and meets all bid specifications and is being recommended to re-marcite pools and re-grout tiles in pools at the Troy Community Center Pools and Troy Family Aquatic Center Pools.

## Financial

- Funds are budgeted and available for the marciting and re-grouting of the Community Center Pools in the Community Center Buildings and Improvements Annex Renovation Capital Account, Project Number 2020C0042 in the amount of \$80,000.000 for the 2020 fiscal year. The total cost of \$52,890.00 will be charged to account number 401.751.755.7975.125, as detailed below.
- Funds are budgeted and available for the marciting and the re-grouting of the TFAC Pools in the Aquatic Center Capital General Equipment Account, Project 2020C0058 in the amount of \$100,000.00 for the 2020 fiscal year. The additional \$26,085.00 will be funded through reserves (i.e.) fund balance/net position, also as detailed below.

Pools	Project#	Account	Account Name	Budget	Total Cost
Comm. Center	2020C0043	401.751.755.7975.125	Comm. Center Capital	\$80,000.00	\$52,890.00
TFAC	2020C0058	587.789.7978	Aquatic Center Capital	\$100,000.00	\$126,085.00
<b>Estimated Grand Total</b>					<b>\$178,975.00</b>

## Recommendation

City management recommends awarding a contract to furnish all equipment, material, and labor to re-marcite pools and re-grout tiles in all the pools at the Troy Community Center and Troy Family Aquatic Center Pools to the sole bidder, meeting all bid specifications; *Clearwater Pools and Services Inc. of Ann Arbor, MI* for an estimated total cost of \$178,975, at prices contained in the bid tabulation dated January 23, 2020. City management also requests the approval to amend the budget for the Aquatic Center Capital Expenditures from \$100,000 to \$126,085.

**STANDARD PURCHASING RESOLUTION 2 – Award To Sole Bidder Meeting Specifications – Pool Repairs at the Troy Community Center and Troy Family Aquatic Center and Budget Amendment**

**RESOLVED**, That Troy City Council hereby **AWARDS** a contract to furnish all labor, materials, and equipment to re-marcite and re-grout tile in all the pools at the Troy Community Center and the Troy Family Aquatic Center to the sole bidder meeting specifications, *Clearwater Pools and Services Inc. of Ann Arbor, MI* for an estimated cost of \$178,975, at prices contained in the bid tabulation opened January 23, 2020, a copy of which shall be ATTACHED to the original Minutes of this meeting, and

BE IT FURTHER RESOLVED, That Troy City Council hereby approves amending the budget for the Aquatic Center Capital Expenditures from \$100,000 to \$126,085.

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





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 Troy, MI 48084  
 troymi.gov

# CITY COUNCIL AGENDA ITEM

Date: February 3, 2020

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
 Rob Maleszyk, Chief Financial Officer  
 Elaine Bo, Recreation Director  
 Brian Goul, Assistant Recreation Director  
 MaryBeth Murz, Purchasing Manager

Subject: Standard Purchasing Resolution 2 – Sole Bidder Meeting Specifications – Pool Repairs – Troy Community Center Pools & Troy Family Aquatic Center (TFAC) & Budget Amendment

## History

- The Troy Community Center Pools and the Troy Family Aquatic Center pools require re-marciting every five to six years.
- The service was last performed in 2014 for the Community Center Pools and 2015 for the Troy Family Aquatic Center Pools (TFAC).
- Both pools are showing serious deterioration and need the service provided to ensure the facility’s stability and patron safety.
- This will be the third time the Community Center Pools have been re-marcited and the seventh time for the TFAC pools since their existence.
- 

## Purchasing

- On January 23, 2020, a bid opening was conducted as required by City Charter and Code to furnish all equipment, material and labor to re-marcite pools and also re-grout tile in pools at the Troy Community Center Pools and Troy Family Aquatic Center Pools. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; [www.mitn.info](http://www.mitn.info). One (1) bid response was received. Below is a detailed summary of potential vendors:

<b>Companies notified via MITN</b>	293	<p><i>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.</i></p> <p><b>Active MITN</b> 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.</p> <p><b>Active MITN non-paying members</b> are responsible to monitor and check the MITN website for opportunities to do business with the City.</p> <p><b>Inactive MITN member</b> 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.</p>
Troy Companies notified via MITN	12	
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<b>Companies that viewed the bid</b>	10	
Troy Companies that viewed the bid	0	



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Troy, MI 48084  
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## CITY COUNCIL AGENDA ITEM

- In addition to this bid opportunity being posted on MITN; the Invitation to Bid was directly emailed to four (4) companies.
- A Pre-Bid meeting was held at all pool sites so potential bidders had the opportunity to view the pools. Two (2) companies were in attendance.
- One (1) bid was received.
- Pool companies that did not respond to this bid opportunity indicated that the City's Scope of Work was too large and the timeline was too short to complete the job.
- *Clearwater Pools and Services, Inc. of Ann Arbor, MI* is the sole bidder and meets all bid specifications and is being recommended to re-marcite pools and re-grout tiles in pools at the Troy Community Center Pools and Troy Family Aquatic Center Pools.

### **Financial**

- Funding for the Community Center Pools project will come from the original budget amount of 80,000 available in Project #2020C0043 for the amount of \$52,890 from the Community Center Buildings and Improvements Annex Renovation Capital Account #401.751.755.7975.125
- Funding for the Troy Family Aquatic Center Pools will come from the original budget amount of \$100,000 available in Project #2020C0058 for the amount of \$100,000 from the Aquatic Center Capital General Equipment Account plus an additional \$26,085 to be funded through reserves (i.e.) fund balance/net position.

### **Recommendation**

City management recommends awarding a contract to furnish all equipment, material, and labor to re-marcite pools and re-grout tiles in pools at the Troy Community Center and Troy Family Aquatic Center Pools to the sole bidder, *Clearwater Pools and Services Inc. of Ann Arbor, MI* for an estimated total cost of \$178,975, at prices contained in the bid tabulation dated January 23, 2020.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/03/2020

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 C & M Insurance Services, Inc. 7100 Jackson Rd Ste 300 Ann Arbor MI 48103	CONTACT NAME:	
	PHONE (A/C, No, Ext): 734-994-9940	FAX (A/C, No): 734-994-9431
	E-MAIL ADDRESS: info@cminsurance.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Clearwater Pools & Service Of Ann Arbor, Inc. Jeff Erkfriz 7100 Jackson Rd. Suite 200 Ann Arbor, MI 48103	INSURER A : Fremont	13994
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES      CERTIFICATE NUMBER: 2020030311641692      REVISION NUMBER:

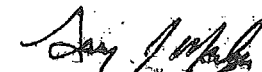
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	Y	CPP 0033042	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 <b>Fire Legal Liability</b> \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	CAP 0013535	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED   RETENTION \$	N	N	CUP 0014054	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	WCP 0007942-08	05/01/2019	05/01/2020	<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)

Certificate holder is listed as an additional insured including waiver of subrogation per form CG FM 30 in respects to the General Liability per written contract with named insured. Additional insured status also applies to the certificate holder per written contract in respects to the Commercial Auto per form CA FM 35. Waiver of rights applies to the certificate holder per written contract in respects to the Workers Compensation policy per form WC 00 03 13 A.

Jeff Erkfriz is excluded from the Workers Compensation policy as an executive officer of the corporation.

CERTIFICATE HOLDER  City of Troy Resolution Number: 2020-02-038 500 W. Big Beaver Rd Troy MI 48084  Fax: 248-619-7608	CANCELLATION  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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## FREMONT INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### BLANKET ADDITIONAL INSURED – FOR “YOUR WORK” AND COMPLETED OPERATIONS, INCLUDING WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy.  
Such person or organization is an additional insured only with respect to “bodily injury” or “property damage”:
  - a. Arising out of “your work” for that additional insured by or for you; or
  - b. Included in the “products-completed operations hazard” and caused, in whole or in part, by “your work” performed for that additional insured; at the location designated and described in the contract or agreement.

However, the insurance afforded to such additional insured only applies to the extent permitted by law and will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. The following provision is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:  
If this policy provides coverage for the same “occurrence” to any additional insured specifically covered as an additional insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the additional insured, or the limits provided in this policy, whichever is less.  
Our maximum limit of insurance arising out of an “occurrence” shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or additional insureds.
3. **Primary And Noncontributory Insurance**  
The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:  
Coverage in this endorsement is primary to and we will not seek contribution from any other insurance available to an additional insured under your policy provided that:
  - a. The additional insured is a Named Insured under such other insurance; and
  - b. 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.
4. **Waiver Of Transfer Of Rights Of Recovery Against Others To Us**  
The following is added to **Section IV – Conditions Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us**:  
We waive any right of recovery we may have against the additional insured covered under this endorsement because of payments we make for injury or damage covered by this endorsement.
5. This insurance does not apply to:
  - a. “Bodily injury” or “property damage” which occurs:
    - (1) Prior to the execution of the contract or agreement described in item 1. above; or
    - (2) After the time period during which the contract or agreement described in item 1. above requires you to add such person or organization onto your policy as an additional insured.
  - b. “Bodily injury” or “property damage” arising out of the rendering of, or the failure to render, any professional

architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) 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 that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or failure to render any professional architectural, engineering or surveying services.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FREMONT INSURANCE COMPANY

### BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN CONTRACT WITH YOU

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. Section II – Liability Coverage** is amended to include as an additional "insured" any person or organization if 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. Such person or organization is an additional "insured" only with respect to liability for "bodily injury", or "property damage" arising out of your work for that additional "insured" by or for you under such contract or agreement.

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

- B.** The following provision is added to **Section IV – Business Auto Conditions** in the Business Auto Coverage Form and to **Section V – Garage Conditions** in the Garage Coverage Form:

If this policy provides coverage for the same "accident" to any additional "insured" specifically covered as an additional "insured" in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the additional "insured", or the limits provided in this policy, whichever is less.

Our maximum limit of insurance arising out of an "accident" shall not exceed the limit of insurance shown in the Declarations,

regardless of the number of "insureds" or additional "insureds".

- C. Primary and Noncontributory Insurance**  
The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Coverage in this endorsement is primary to and we will not seek contribution from any other insurance available to an additional "insured" under your policy provided that:

- a. The additional "insured" is a Named Insured under such other insurance; and
- b. 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".

- D. Transfer Of Rights Of Recovery Against Others To Us**

The following is added to **Section IV – Business Auto Conditions** paragraph **A.5.** in the Business Auto Coverage Form and to **Section V – Garage Conditions** paragraph **A.5.** in the Garage Coverage Form:

We waive any right of recovery we may have against the additional "insured" covered under this endorsement because of payments we make for injury or damage covered by this endorsement.

- E.** This insurance does not apply to:
- a. "Bodily injury" or "property damage" which occurs:
    - (1) Prior to the execution of the contract or agreement described in item **A.** above; or

- (2) After the time period during which the contract or agreement described in item A. above requires you to add such person or organization onto your policy as an additional "insured".
- b. "Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) 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 that "insured", if the "accident" which caused the "bodily injury" or "property damage" involved the rendering of or failure to render any professional architectural, engineering or surveying services.

**F. Motor Carrier Act**

This endorsement does not apply to any additional "insured" if the Motor Carrier Act applies to that additional "insured".

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY  
**FREMONT INSURANCE COMPANY**

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Blanket waiver for work performed under contract requiring this agreement.