



500 West Big Beaver
Troy, MI 48084
troymi.gov

**CITY OF TROY
OAKLAND COUNTY, MICHIGAN
RESOLUTION**

At a Regular meeting of the Troy City Council held on Monday, April 11, 2022, the following Resolution was passed:

J-4 Standard Purchasing Resolutions:

b) Standard Purchasing Resolution 1: Award to Low Bidder – Contract 22-03 – 2022A Joint & Crack Seal Program

Resolution #2022-04-054-J-4b
Moved by Abraham
Seconded by Brooks

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 22-03, 2022A Joint & Crack Seal Program, to *Scodeller Construction, Inc., 51722 Grand River Avenue, Wixom, MI 48393*, for their adjusted low bid of \$150,000.00.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements.

Yes: All-7
No: None

MOTION CARRIED

I, M. Aileen Dickson, duly appointed City Clerk of the City of Troy; do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Troy City Council at a Regular Meeting duly called and held on Monday, the Eleventh day of April, 2022.

A handwritten signature in black ink that reads "M. Aileen Dickson". The signature is written in a cursive style and is positioned above a horizontal line.

M. Aileen Dickson, MMC, MiPMC II
City Clerk

Scodeller Construction, Inc.
 51722 Grand River Avenue
 Wixom, MI 48393

Michigan Joint Sealing, Inc.
 28830 W. 8 Mile, Suite 103
 Farmington Hills, MI 48336

Item	Unit	Quantity	Unit Price	Total Cost	Unit Price	Total Cost
1 Mobilization, Max \$5,000	LSUM	1	5,000.00	5,000.00	100.00	100.00
2 Joint & Crack Sealing - Major Roads	Ft	134,000	0.92	123,280.00	1.08	144,720.00
3 Joint & Crack Sealing - Local Roads	Ft	66,000	0.81	53,460.00	0.88	58,080.00
4 Maintaining Traffic	LSUM	1	5,000	5,000.00	100.00	100.00
TOTAL BID AMOUNT:				\$ 186,740.00	\$	203,000.00

BLANKET ORDER

No. 2022-00001347
 DATE: 05/05/2022
 PAGE: 1 of 1
 FOB DESTINATION

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

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

COUNCIL RESOLUTION
 2022-04-054-J-4b

VENDOR NO. 104064

Vendor
 SCODELLER CONSTRUCTION
 51722 GRAND RIVER
 WIXOM, MI 48393

QUANTITIES ARE ESTIMATED AND WILL BE ORDERED AS NEEDED

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	22-03 _ 2022A Joint & Crack Seal Program (Major Roads)	100,000.0000	\$100,000.00
1	Lump Sum	22-03 _ 2022A Joint & Crack Seal Program (Local Roads)	50,000.0000	\$50,000.00



Entered By: Andrew Chambliss

\$150,000.00

Special Instructions:

Council Award Date: 4/11/22 Standard Purchasing Resolution 1: Award to Low Bidder - Contract 22-03 - 2022A Joint & Crack Seal Program - Certificate of Insurance and Endorsement shall be on file for duration of the 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.

Andrew K. Chambliss

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

CITY OF TROY CONTRACT 22-03

2022A JOINT & CRACK SEAL PROGRAM

Line	Description	Quantity	Units	Unit Price	Total Cost
0001	Mobilization, Max \$5,000	1	LSUM	\$5,000	\$5,000.00
0002	Joint & Crack Sealing – Major Roads	103,260	Ft	\$0.92	\$123,280.00 95,000
0003	Joint & Crack Sealing – Local Roads	55,555	Ft	\$0.81	\$53,460.00 45,000
0004	Maintaining Traffic	1	LSUM	\$5,000	\$5,000.00
TOTAL BID AMOUNT					\$186,740.00 \$150,000

All work must be completed by June 30th, 2022. The City intends to expand or reduce the quantities of work as needed so that the total value of all work completed by June 30th, 2022 is \$100,000 on major roads and \$50,000 on local roads.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of bids.

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

Approved - Scodeller Construction


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

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

Vendor	
Legal Name	Scodeller Construction, Inc
Street Address	51722 Grand River Ave
City	Wixom
State, Zip	MI, 48393
Corporate I.D. Number/State	Michigan
Taxpayer I.D. #	38-2625522

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

Signature of Vendor's Authorized Agent:



Printed Name of Vendor's Authorized Agent:

Jeff Lippert, Division Manager

Witness Signature:



Printed Name of Witness:

Christine E. Matovski

**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.

Scodeller Construction, Inc
Name of Agency/Company/Firm (Please Print)

Jeff Lippert, Division Manager
Name and title of authorized representative (Please Print)


Signature of authorized representative

3-30-2022
Date

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

PLACE: CITY OF TROY
DATE: MARCH 30, 2022
PROJECT: 2022A JOINT & CRACK SEAL PROGRAM

The proposal of Scodeller Construction, Inc (hereinafter called "Bidder") to the City of Troy, Oakland County, Michigan

The Bidder, in compliance with the Advertisement for Bid for the "2022A JOINT & CRACK SEAL PROGRAM", having examined the plans and specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is part.

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

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

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

The Bidder acknowledges receipt of the following addenda:

No. _____	DATED: _____
No. _____	DATED: _____
No. _____	DATED: _____

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

Bids Due: Wednesday, March 30, 2022
10:00 A.M., Local Time
Contract: 22-03

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

CITY OF TROY CONTRACT 22-03

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	TOTAL BID AMOUNT				\$186,740.00

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Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of bids.

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

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

The company representative does warrant that by signing the bid documents, the additional insured endorsement will be included in the insurance coverage supplied to the City as part of the specified requirements. All joint and crack sealing work shall be completed by June 30th, 2022.

Company:	<u>Scodeller Construction, Inc</u>	Address:	<u>51722 Grand River Ave</u> <u>Wixom, MI 48393</u>
Signed:		County:	<u>Oakland</u>
By:	<u>Jeff Lippert</u>	Telephone:	<u>(248)-374-1102</u>
Title:	<u>Division Manager</u>	Email:	<u>Jeff@scodeller.com</u>

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 Jeff Lippert whose signature is affixed to the Proposal, is duly authorized to execute contracts.

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

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

An Individual, whose signature is affixed to the Proposal.

_____	_____
_____	_____

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

1. Number of years of experience in this work:

37 Years

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

Please see attached equipment list

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

Please see attached references

4. Name of your bank and other financial reference:

Please see attached trade references

5. Name of your insurance carrier:

6. PL/PD/BI Insurance carrier: See attached certificate of insurance

Workman's Compensation: See attached certificate of insurance

Amount of Insurance Coverage: See attached certificate of insurance

6. Comments: MDOT prequalified contractor no. 03564

Signed: Jeff Lippert

Title: Jeff Lippert, Division Manager

Name & Address of Firm: Scodeller Construction, Inc.
51722 Grand River Ave.
Wixom, MI 48393

Date: 3/30/2022

TO WHOM IT MAY CONCERN:

Jeff Lipper-T, being duly sworn deposed, says that he
(Print Full Name)
is Division Manager. 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.

Jeff Lipper-T
SIGNATURE OF PERSON SUBMITTING BID

Christine E. Matovski
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 25th day of, March, 2022 in and for
Oakland County.

My commission expires:

07-21-2025

CHRISTINE E. MATOVSKI
Notary Public, State of Michigan
County of Oakland
My Commission Expires 07-21-2025
Acting in the County of _____

SCODELLER CONSTRUCTION, INC.

CONSENT RESOLUTIONS OF THE ANNUAL MEETING OF THE BOARD OF DIRECTORS

I, the undersigned, being the sole Director of **SCODELLER CONSTRUCTION, INC.**, a Michigan corporation (the "Corporation"), hereby waive the necessity of notice and holding of the annual meeting of the Board of Directors of the Corporation and in its stead I adopt for the fiscal year ending December 31, 2021, the following:

RESOLVED, that the following persons are elected to the offices set forth beside his name, to serve until the next annual meeting of the Board of Directors and until the election and qualification of their respective successors (or until the effective date of their resignation, or removal with or without cause by the Board of Directors):

President:	Peter D. Scodeller
Vice President:	Edward S. Dwyer
Secretary:	Peter D. Scodeller
Treasurer:	Peter D. Scodeller

RESOLVED, that the Board of Directors hereby ratifies, affirms and approves all acts of the Officers on behalf of the corporation during the current fiscal year.

RESOLVED, that Peter D. Scodeller will have such legal authority as was previously given to him as the director and/or an officer of the Corporation.

RESOLVED, that Peter D. Scodeller shall have authority to sign checks drawn on accounts owned and maintained by the Corporation.

RESOLVED, that Edward S. Dwyer shall have authority to sign checks drawn on accounts owned and maintained by the Corporation.

RESOLVED, that Peter D. Scodeller will have sole authority on behalf of the Corporation to secure loans and lines of credit from financial institutions and lenders.

Peter D. Scodeller reported that he expected to start the 2022 year with approximately \$5,450,000 in carry over work from the previous year and contracts obtained in 2021.

RESOLVED, that Peter D. Scodeller will have authority to enter into and renew leases on behalf of the Corporation.

RESOLVED, that Peter D. Scodeller shall solely determine what bonus or bonuses shall be paid to others, if any, employed by the Corporation.

RESOLVED, that Peter D. Scodeller shall have authority to enter into and sign bids, proposals and contracts on behalf of the Corporation.

RESOLVED, that Edward S. Dwyer shall have authority to enter into and sign bids, proposals and contracts on behalf of the Corporation.

RESOLVED, that Matthew Sharkey shall have authority to enter into and sign bids, proposals, and contracts on behalf of the Corporation.

RESOLVED, that Adam Hartley shall have authority to enter into and sign bids, proposals, and contracts on behalf of the Corporation.

RESOLVED, that Jeff Lippert shall have authority to enter into and sign bids, proposals, and contracts on behalf of the Corporation.

RESOLVED, that Matthew Sharkey shall have authority to sign yard space rental agreements, not to exceed (60) sixty days, on behalf of the Corporation.

RESOLVED, that Jeff Lippert shall have authority to sign yard space rental agreements, not to exceed (60) sixty days, on behalf of the Corporation.

RESOLVED, that the following total contribution shall be made to the Corporation's 401(k) Plan for the Plan's fiscal year ending December 31, 2021.

401(k) PLAN

\$69,193.08

RESOLVED, that the purchase of capital equipment in the amount of approximately \$281,000.00 is hereby ratified, affirmed and approved.

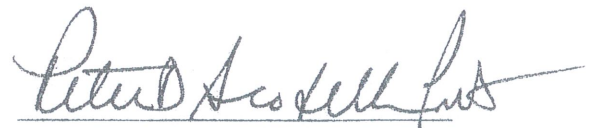
RESOLVED, that the following distributions to the Shareholders made during the fiscal year are hereby ratified, affirmed and approved.

\$4,587,020

RESOVLED, that the Secretary of the Corporation shall make the original of this content part of the official minutes of the Corporation.

Dated as of:

December 31, 2021



Peter D. Scodeller, President

Equipment List

- 21 Pavement Routers
- 9 Concrete Random Crack Saws
- 9 Tractor Joint Plows/Blowers
- 9 Self Powered Riding Concrete Saws
- 10 185 CFM Air Compressor and Blasting Unit – Truck mounted
- 5 50 Gallon Silicone Pumps
- 4 Recirculating Air Vacuum Sweepers
- 10 200 to 400 Gallon Melter/Applicators – Truck Mounted
- 15 800 to 1,000 Gallon Melter/Applicators – Truck Mounted
- Multiple Traffic and Support Vehicles

PROJECT REFERENCES

Project: GFF Airport Joint & Spall Repair

Owner: Gerald Ford Airport Auth.

Contact Person: Rory Wolters

Phone: (616) 233-6068

Contract Amount: \$162,119.00

Completion Date 2021

Project: 2021 Willow Run Crack Sealing

Owner: Wayne County Airport Auth.

Contact Person: Joe Galea

Phone: (734) 576-9570

Contract Amount: \$96,685.00

Completion Date: 2021

Project: 2021 Joint Seal & Spall Repair

Owner: Capital Region Airport Authority

Contact Person: Ron O'Neil

Phone: (517) 213-9792

Contract Amount: \$182,650.00

Completion Date 2021

Project: 2021 Joint and Crack Sealing

Owner: City of Riverview

Contact Person: Jason Verran

Phone: (734) 231-0270

Contract Amount: \$39,336.00

Completion Date 2021

Project: 2020 Joint Seal & Spall Repair

Owner: Capital Region Airport Authority

Contact Person: Ron O'Neil

Phone: (517) 213-9792

Contract Amount: \$179,000.00

Date Completed: 2020

Project: 2021 Joint and Crack Sealing

Owner: City of Novi

Contact Person: Jeff VanCurler

Phone: (248) 343-8776

Contract Amount: \$50,000.00

Date Completed: 2021



*Contracting For Pavement Preservation
Equal Opportunity Employer*





Bill To: 51722 Grand River
Wixom, MI 48393

Ship To: 51722 Grand River
Wixom, MI 48393

Type of Business: Highway Maintenance
Years in Business: 37 Years
Year Incorporated: 1985
Federal ID # 38-2625522

Trade References:

W.R. Meadows.
300 Industrial Dr.
Hampshire, IL 60140
(847) 214-2100

Wolverine Truck Group
3000 William Avenue
Ypsilanti, MI 48198
(734) 879-2500
(734) 879-2511 Fax

Barnsco Inc.
Craig Reynolds
7800 Dix
Detroit, MI 48209
(248) 640-4492
creynolds@barnsco.com

Ace Cutting Equipment, Inc.
Ron Mesasel
25800 Novi Road
Novi, MI 48375
(248) 449-4944
(248) 449-4946 Fax

Bank References:

Fifth Third Bank, Commercial Banking
215 E. Washington Street
Ann Arbor, MI 48104
(734) 214-7931
(734) 214-7952 Fax
Banker – Rich Grajewski
Richard.Grajewski@53.com

Contacts: Peter D. Scodeller, President

