

CITY COUNCIL MINUTES

March 20, 2023

Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Concrete Slab Replacement for Local and Major Roads

Resolution #2023-03-048-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract with an option to renew for two (2) additional years for all requirements of the Concrete Slab Replacement Program to the low bidder meeting specifications, *DiLisio Contracting Inc., of Clinton Township, MI*, for an estimated total cost of \$500,000 for Major Roads, \$1,100,000 for Local Roads and \$1,500,000 for Industrial Roads for fiscal year 2024, not to exceed annual budgetary limitations, at prices contained in the bid tabulation opened March 9, 2023, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; contract to expire June 30, 2026.

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

PURCHASE ORDER

No. 2024-00000100
 DATE: 08/04/2023
 PAGE: 1 of 1
 FOB DESTINATION

Ship To
 CITY OF TROY
 Streets
 4693 ROCHESTER ROAD
 TROY, MI 48085

Bill To
 CITY OF TROY
 Streets
 4693 ROCHESTER ROAD
 TROY, MI 48085

EXPIRATION DATE
 06/30/2024
COUNCIL RESOLUTION
 2023-03-048-J-4B

VENDOR NO. 107828

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

| QUANTITY | UNIT | DESCRIPTION | UNIT COST | TOTAL COST |
|----------|------|--|----------------|----------------|
| 1 | Each | 2023-2024 OCLRP | 420,000.0000 | \$420,000.00 |
| 1 | Each | 2023-2024 Industrial Slabs | 1,500,000.0000 | \$1,500,000.00 |
| 1 | Each | 2023-2024 Major Roads Slab Replacement | 500,000.0000 | \$500,000.00 |
| 1 | Each | 2023-2024 Local Road Slabs | 1,110,000.0000 | \$1,110,000.00 |



Entered By: Andrew Chambliss

\$3,530,000.00

Special Instructions:

CITY COUNCIL AWARD DATE: 3/20/2023. Contract for Standard Purchasing Resolution 2 – Award to Low Bidder Meeting Specifications - Concrete Slab Replacement for Local and Major Roads in accordance with the specifications and completion date of ITB-COT 23-11. CERTIFICATE OF INSURANCE and ENDORSEMENTS and BONDS shall be on file through contract completion. This PO is for YEAR ONE of a potential THREE YEAR Contract.

TERMS & CONDITIONS

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

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

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

Andrew R. Chambliss

CITY OF TROY
 BID TABULATION
 CONCRETE SLAB REPLACEMENT PROGRAM

| | | | | |
|---------------|--------------------------|--|-------------------------------|-----------------------------------|
| VENDOR NAME: | DiLisio Contracting Inc. | Great Lakes Contracting Solutions, LLC | Major Contracting Group, Inc. | Audia Concrete Construction, Inc. |
| CITY: | Clinton Twp., MI | Waterford, MI | Detroit, MI | Milford, MI |
| CHECK NUMBER: | 50070246 | 2016526038 | 9200833894 | 37239044 |
| CHECK AMOUNT: | \$5,000 | \$5,000 | \$5,000 | \$5,000 |

| Proposal A: 2023-2024 Local Road Maintenance - Scattered Locations | | | | | | | | | | |
|--|--|----------------------|-----------------------|-----------------------|-----------------------|-----------------------|------------|----------------|------------|----------------|
| DESCRIPTION | | EST. QTY. ONE YR. | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
| 1 | Remove and Replace with Concrete 10" Non-reinforced- | 1,000 S.Y. | \$50.00 | \$50,000.00 | \$94.50 | \$94,500.00 | \$110.00 | \$110,000.00 | \$110.00 | \$110,000.00 |
| 2 | Remove and Replace with Concrete 9" Non-reinforced- | 1,000 S.Y. | \$50.00 | \$50,000.00 | \$89.65 | \$89,650.00 | \$108.00 | \$108,000.00 | \$100.00 | \$100,000.00 |
| 3 | Remove and Replace with Concrete 8" Non-reinforced | 1,000 S.Y. | \$74.00 | \$74,000.00 | \$84.60 | \$84,600.00 | \$106.00 | \$106,000.00 | \$97.00 | \$97,000.00 |
| 4 | Remove and Replace with Concrete 7" Non-reinforced | 12,000 S.Y. | \$75.59 | \$907,080.00 | \$77.20 | \$926,400.00 | \$104.00 | \$1,248,000.00 | \$95.00 | \$1,140,000.00 |
| 5 | Remove and Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not specified) | 100 S.F. | \$8.00 | \$800.00 | \$9.00 | \$900.00 | \$20.00 | \$2,000.00 | \$12.00 | \$1,200.00 |
| 6 | Remove and Replace with Concrete Sidewalk, 4" Non-reinforced (Locations not specified) | 7,000 S.F. | \$7.00 | \$49,000.00 | \$7.95 | \$55,650.00 | \$8.00 | \$56,000.00 | \$11.00 | \$77,000.00 |
| 7 | Remove Concrete and replace with top soil and seed | 300 S.F. | \$4.00 | \$1,200.00 | \$5.65 | \$1,695.00 | \$7.00 | \$2,100.00 | \$5.00 | \$1,500.00 |
| 8 | Structure Cover, (Adjustment) | 75 EA. | \$250.00 | \$18,750.00 | \$575.00 | \$43,125.00 | \$700.00 | \$52,500.00 | \$1,000.00 | \$75,000.00 |
| 9 | Structure Cover, Adj, Add Depth (Reconstruction) | 10 L.F. | \$100.00 | \$1,000.00 | \$250.00 | \$2,500.00 | \$350.00 | \$3,500.00 | \$200.00 | \$2,000.00 |
| 10 | Undercutting (undercut) per Ton to excavate and replace with 21AA Limestone, compacted in place if and where needed. | 1,500 TON | \$10.00 | \$15,000.00 | \$49.70 | \$74,550.00 | \$60.00 | \$90,000.00 | \$50.00 | \$75,000.00 |
| 11 | Installation of 6" edge drain (Locations not specified) | 100 TON | \$12.00 | \$1,200.00 | \$20.00 | \$2,000.00 | \$30.00 | \$3,000.00 | \$22.00 | \$2,200.00 |
| 12 | Remove and Replace Curb and Gutter. (Locations not specified) | 200 L.F. | \$25.00 | \$5,000.00 | \$57.65 | \$11,530.00 | \$50.00 | \$10,000.00 | \$58.00 | \$11,600.00 |
| 13 | Install Handicap Ramps per MDOT R-28-J | 5,000 S.F. | \$10.00 | \$50,000.00 | \$16.20 | \$81,000.00 | \$14.00 | \$70,000.00 | \$22.00 | \$110,000.00 |
| 14 | Full Depth Asphalt Removal | 2,000 S.Y. | \$1.00 | \$2,000.00 | \$10.60 | \$21,200.00 | \$8.00 | \$16,000.00 | \$30.00 | \$60,000.00 |
| 15 | Asphalt Milling | 2,000 S.Y. | \$3.50 | \$7,000.00 | \$6.65 | \$13,300.00 | \$6.00 | \$12,000.00 | \$20.00 | \$40,000.00 |
| 16 | Sidewalk Ramp, Retrofit, Modified | 100 S.F. | \$12.00 | \$1,200.00 | \$22.00 | \$2,200.00 | \$35.00 | \$3,500.00 | \$32.00 | \$3,200.00 |
| 17 | Additional 21AA Limestone | 200 TON | \$10.00 | \$2,000.00 | \$49.75 | \$9,950.00 | \$56.00 | \$11,200.00 | \$40.00 | \$8,000.00 |
| 18 | Fine Grading-labor, delivery and material | 200 TON | \$25.00 | \$5,000.00 | \$46.50 | \$9,300.00 | \$56.00 | \$11,200.00 | \$60.00 | \$12,000.00 |
| 19 | Joint Sealing | 2,000 L.F. | \$1.00 | \$2,000.00 | \$2.25 | \$4,500.00 | \$2.00 | \$4,000.00 | \$4.00 | \$8,000.00 |
| 20 | RCOC Permit | Lump Sum | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 |
| 21 | Restoration | Included | Included | | Included | | Included | | Included | |
| 22 | Traffic Control | Included | Included | | Included | | Included | | Included | |
| Estimated Total Cost – Proposal A | | | \$1,243,230.00 | \$1,529,550.00 | \$1,920,000.00 | \$1,934,700.00 | | | | |

CITY OF TROY
BID TABULATION
CONCRETE SLAB REPLACEMENT PROGRAM

| | | | | |
|--------------|--------------------------|--|-------------------------------|-----------------------------------|
| VENDOR NAME: | DiLisio Contracting Inc. | Great Lakes Contracting Solutions, LLC | Major Contracting Group, Inc. | Audia Concrete Construction, Inc. |
| CITY: | Clinton Twp., MI | Waterford, MI | Detroit, MI | Milford, MI |

Proposal B: 2023-2024 Major Road Maintenance - Scattered Locations

| DESCRIPTION | EST. QTY. ONE YR. | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
|---|-------------------|------------|-----------------------|------------|-----------------------|------------|-----------------------|------------|-----------------------|
| 1 Remove and Replace with Concrete 10" Non-reinforced- | 5,500 S.Y. | \$77.64 | \$427,020.00 | \$97.30 | \$535,150.00 | \$118.00 | \$649,000.00 | \$112.00 | \$616,000.00 |
| 2 Remove and Replace with Concrete 9" Non-reinforced- | 6,000 S.Y. | \$76.64 | \$459,840.00 | \$90.75 | \$544,500.00 | \$112.00 | \$672,000.00 | \$102.00 | \$612,000.00 |
| 3 Remove and Replace with Concrete 8" Non-reinforced | 200 S.Y. | \$74.00 | \$14,800.00 | \$85.70 | \$17,140.00 | \$104.00 | \$20,800.00 | \$100.00 | \$20,000.00 |
| 4 Remove and Replace with Concrete 7" Non-reinforced | 200 S.Y. | \$73.00 | \$14,600.00 | \$78.50 | \$15,700.00 | \$102.00 | \$20,400.00 | \$98.00 | \$19,600.00 |
| 5 Remove and Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not specified) | 200 S.F. | \$8.00 | \$1,600.00 | \$9.00 | \$1,800.00 | \$20.00 | \$4,000.00 | \$13.00 | \$2,600.00 |
| 6 Remove and Replace with Concrete Sidewalk, -4" Non-reinforced (Locations not specified) | 100 S.F. | \$7.00 | \$700.00 | \$7.95 | \$795.00 | \$11.00 | \$1,100.00 | \$12.00 | \$1,200.00 |
| 7 Remove Concrete and replace with top soil and seed | 100 S.F. | \$4.00 | \$400.00 | \$5.75 | \$575.00 | \$8.00 | \$800.00 | \$6.00 | \$600.00 |
| 8 Structure Cover, (Adjustment) | 20 EA. | \$350.00 | \$7,000.00 | \$575.00 | \$11,500.00 | \$750.00 | \$15,000.00 | \$1,000.00 | \$20,000.00 |
| 9 Structure Cover, Adj, Add Depth (Reconstruction) | 10 L.F. | \$100.00 | \$1,000.00 | \$250.00 | \$2,500.00 | \$350.00 | \$3,500.00 | \$200.00 | \$2,000.00 |
| 10 Undercutting (undercut) per Ton to excavate and replace with 21AA Limestone, compacted in place if and where needed. | 600 TON | \$1.00 | \$600.00 | \$51.00 | \$30,600.00 | \$60.00 | \$36,000.00 | \$55.00 | \$33,000.00 |
| 11 Installation of 6" edge drain (Locations not specified) | 100 L.F. | \$12.00 | \$1,200.00 | \$20.00 | \$2,000.00 | \$30.00 | \$3,000.00 | \$22.00 | \$2,200.00 |
| 12 Remove and Replace Curb and Gutter. (Locations not specified) | 100 L.F. | \$25.00 | \$2,500.00 | \$58.95 | \$5,895.00 | \$60.00 | \$6,000.00 | \$60.00 | \$6,000.00 |
| 13 Install Handicap Ramps per MDOT R-28-J | 500 S.F. | \$10.00 | \$5,000.00 | \$17.00 | \$8,500.00 | \$14.00 | \$7,000.00 | \$25.00 | \$12,500.00 |
| 14 Sidewalk Ramp, Retrofit, Modified | 100 S.F. | \$12.00 | \$1,200.00 | \$22.00 | \$2,200.00 | \$35.00 | \$3,500.00 | \$32.00 | \$3,200.00 |
| 15 Full Depth Asphalt Removal | 2,000 S.Y. | \$1.00 | \$2,000.00 | \$10.56 | \$21,120.00 | \$8.00 | \$16,000.00 | \$30.00 | \$60,000.00 |
| 16 Asphalt Milling | 2,000 S.Y. | \$3.50 | \$7,000.00 | \$6.65 | \$13,300.00 | \$6.00 | \$12,000.00 | \$20.00 | \$40,000.00 |
| 17 Additional 21AA Limestone | 200 TON | \$1.00 | \$200.00 | \$49.75 | \$9,950.00 | \$56.00 | \$11,200.00 | \$40.00 | \$8,000.00 |
| 18 Fine Grading-labor, delivery and material | 200 TON | \$25.00 | \$5,000.00 | \$46.50 | \$9,300.00 | \$56.00 | \$11,200.00 | \$60.00 | \$12,000.00 |
| 19 Joint Sealing | 2,000 L.F. | \$1.00 | \$2,000.00 | \$2.25 | \$4,500.00 | \$2.00 | \$4,000.00 | \$4.00 | \$8,000.00 |
| 20 Restoration | Included | | Included | | Included | | Included | | Included |
| 21 Traffic Control | Included | | Included | | Included | | Included | | Included |
| Estimated Total Cost – Proposal B | | | \$953,660.00 | | \$1,237,025.00 | | \$1,496,500.00 | | \$1,478,900.00 |
| Estimated Total Cost – Proposal A & B | | | \$2,196,890.00 | | \$2,766,575.00 | | \$3,416,500.00 | | \$3,413,600.00 |

| | | | | |
|----------------------------|--------------------------|------------------------|---------------|---|
| Progress Payment Schedule: | Monthly | Every 2 weeks | 30 Days | Payment every 30 days |
| Contact Information: | Hours of Operation | 8AM - 4PM | M-F 8AM - 5PM | Not Specified |
| | 24 Hr. Contact Phone No. | 586-405-4578 | 248-838-8699 | 313-938-0573 |
| References | Y or N | Y | Y | Y |
| Award: | 100% Contract | Y | Y | Y |
| | Partial Contract: | Proposal A | | |
| | | Proposal B | | |
| Insurance Met: | Y or N | Y | Y | Y |
| Warranty: | Y or N | 2 years | 2 years | Not Specified |
| All or None Award: | Y or N | Y | Y | Y |
| Exceptions: | Y or N | None | None | None |
| Acknowledgement: | Y or N | No - needs 1 signature | Y | Y |
| Vendor Questionnaire: | Y or N | Y | Y | Y |
| Forms: | Y or N | Y | Y | Y |
| | | | | If price of concrete increases beyond 7% per year, we would need to negotiate a new price. Permits or concrete testing not included in bid. |

Attest:
(*Bid Opening conducted via a Zoom Meeting)
Zach Haapala
Jodi Kolakowski

Emily Frontera
Purchasing Manager



**CITY OF TROY
BID PROPOSAL**

ITB-COT 23-11
Page 1 of 11

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

COMPANY NAME: DiLisio Contracting Inc.

PROPOSAL A: The undersigned as bidder declares that he/she having examined the plans and specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, to repair approximately 52,000 square yards of concrete in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this Proposal is part.

Proposed 2023-2024 Local Road Maintenance - Scattered Locations

| | DESCRIPTION | EST QTY ONE (1) YR. | UNIT PRICE | ESTIMATED TOTAL |
|-----|--|---------------------|-----------------------------------|---------------------------|
| 1. | Remove and Replace with Concrete 10" Non-reinforced- | 1000 S.Y. | \$ 50. ⁰⁰ | \$ 50,000. ⁰⁰ |
| 2. | Remove and Replace with Concrete 9" Non-reinforced- | 1,000 S.Y. | \$ 50. ⁰⁰ | \$ 50,000. ⁰⁰ |
| 3. | Remove and Replace with Concrete 8" Non-reinforced | 1,000 S.Y. | \$ 74. ⁰⁰ | \$ 74,000. ⁰⁰ |
| 4. | Remove and Replace with Concrete 7" Non-reinforced | 12,000 S.Y. | \$ 75. ⁵⁹ | \$ 907,080. ⁰⁰ |
| 5. | Remove and Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not specified) | 100 S.F. | \$ 8. ⁰⁰ | \$ 800. ⁰⁰ |
| 6. | Remove and Replace with Concrete Sidewalk, 4" Non-reinforced (Locations not specified) | 7,000 S.F. | \$ 7. ⁰⁰ | \$ 49,000. ⁰⁰ |
| 7. | Remove Concrete and replace with top soil and seed | 300 S.F. | \$ 4. ⁰⁰ | \$ 1,200. ⁰⁰ |
| 8. | Structure Cover, (Adjustment) | 75 EA. | \$ 250. ⁰⁰ | \$ 18,750. ⁰⁰ |
| 9. | Structure Cover, Adj, Add Depth (Reconstruction) | 10 L.F. | \$ 100. ⁰⁰ | \$ 1,000. ⁰⁰ |
| 10. | Undercutting (undercut) per Ton to excavate and replace with 21AA Limestone, compacted in place if and where needed. | 1,500 TON | \$ 10. ⁰⁰ | \$ 15,000. ⁰⁰ |
| 11. | Installation of 6" edge drain (Locations not specified) | 100 L.F. | \$ 12. ⁰⁰ | \$ 1,200. ⁰⁰ |
| 12. | Remove and Replace Curb and Gutter. (Locations not specified) | 200 L.F. | \$ 25. ⁰⁰ | \$ 5,000. ⁰⁰ |
| 13. | Install Handicap Ramps per MDOT R-28-J | 5,000 S.F. | \$ 10. ⁰⁰ | \$ 50,000. ⁰⁰ |
| 14. | Full Depth Asphalt Removal | 2,000 S.Y. | \$ 1. ⁰⁰ | \$ 2,000. ⁰⁰ |
| 15. | Asphalt Milling | 2,000 S.Y. | \$ 3. ⁵⁰ | \$ 7,000. ⁰⁰ |
| 16. | Sidewalk Ramp, Retrofit, Modified | 100 S.F. | \$ 12. ⁰⁰ | \$ 1,200. ⁰⁰ |
| 17. | Additional 21AA Limestone | 200 TON | \$ 10. ⁰⁰ | \$ 2,000. ⁰⁰ |
| 18. | Fine Grading-labor, delivery and material | 200 TON | \$ 25. ⁰⁰ | \$ 5,000. ⁰⁰ |
| 19. | Joint Sealing | 2,000 L.F. | \$ 1. ⁰⁰ | \$ 2,000. ⁰⁰ |
| 20. | RCOC Permit | LSUM | \$ 1,000 | \$1,000 |
| 20. | Restoration | Included | Included | Included |
| 21. | Traffic Control | Included | Included | Included |
| | Estimated Total Cost - Proposal A | | \$ 1,243,230.⁰⁰ | |

PROPOSAL B: The undersigned as bidder declares that he/she having examined the plans and specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, to repair approximately 28,000 square yards of concrete in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this Proposal is part.

Proposed 2023-2024 Major Road Maintenance - Scattered Locations

| | DESCRIPTION | EST QTY ONE (1) YR. | UNIT PRICE | ESTIMATED TOTAL |
|-----|--|------------------------|---------------------------|---------------------------|
| 1. | Remove and Replace with Concrete 10" Non-reinforced- | 5,500 S.Y. | \$ 77. ⁶⁴ | \$ 427,020. ⁰⁰ |
| 2. | Remove and Replace with Concrete 9" Non-reinforced- | 6,000 S.Y. | \$ 76. ⁶⁴ | \$ 459,840. ⁰⁰ |
| 3. | Remove and Replace with Concrete 8" Non-reinforced | 200 S.Y. | \$ 74. ⁰⁰ | \$ 14,800. ⁰⁰ |
| 4. | Remove and Replace with Concrete 7" Non-reinforced | 200 S.Y. | \$ 73. ⁰⁰ | \$ 14,600. ⁰⁰ |
| 5. | Remove and Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not specified) | 200 S.F. | \$ 8. ⁰⁰ | \$ 1,600. ⁰⁰ |
| 6. | Remove and Replace with Concrete Sidewalk, -4" Non-reinforced (Locations not specified) | 100 S.F. | \$ 7. ⁰⁰ | \$ 700. ⁰⁰ |
| 7. | Remove Concrete and replace with top soil and seed | 100 S.F. | \$ 4. ⁰⁰ | \$ 400. ⁰⁰ |
| 8. | Structure Cover, (Adjustment) | 20 EA. | \$ 350. ⁰⁰ | \$ 7,000. ⁰⁰ |
| 9. | Structure Cover, Adj, Add Depth (Reconstruction) | 10 L.F. | \$ 100. ⁰⁰ | \$ 1,000. ⁰⁰ |
| 10. | Undercutting (undercut) per Ton to excavate and replace with 21AA Limestone, compacted in place if and where needed. | 600 Ton | \$ 1. ⁰⁰ | \$ 600. ⁰⁰ |
| 11. | Installation of 6" edge drain (Locations not specified) | 100 L.F. | \$ 12. ⁰⁰ | \$ 1,200. ⁰⁰ |
| 12. | Remove and Replace Curb and Gutter. (Locations not specified) | 100 L.F. | \$ 25. ⁰⁰ | \$ 2,500. ⁰⁰ |
| 13. | Install Handicap Ramps per MDOT R-28-J | 500 S.F. | \$ 10. ⁰⁰ | \$ 5,000. ⁰⁰ |
| 14. | Sidewalk Ramp, Retrofit, Modified | 100 S.F. | \$ 12. ⁰⁰ | \$ 1,200. ⁰⁰ |
| 15. | Full Depth Asphalt Removal | 2,000 S.Y. | \$ 1. ⁰⁰ | \$ 2,000. ⁰⁰ |
| 16. | Asphalt Milling | 2,000 S.Y. | \$ 3.50 | \$ 7,000. ⁰⁰ |
| 17. | Additional 21AA Limestone | 200 TON | \$ 1. ⁰⁰ | \$ 200. ⁰⁰ |
| 18. | Fine Grading-labor, delivery and material | 200 TON | \$ 25. ⁰⁰ | \$ 5,000. ⁰⁰ |
| 19. | Joint Sealing | 2,000 L.F. | \$ 1. ⁰⁰ | \$ 2,000. ⁰⁰ |
| 20. | Restoration | Included | Included | Included |
| 21. | Traffic Control | Included | Included | Included |
| | Estimated Total Cost - Proposal B | | \$ 953,660. ⁰⁰ | |

Price for Removal and Replacement with Concrete Pavement Patching shall include Sawcutting, Removal and Replacement of existing pavements, Base Repair, Restoration, Soil Erosion Control, Storm Water Management, Traffic Maintenance in conformance with Current law (Public Act 315 of 2003, copy attached) redefining work and all other items as needed to perform the work.

All items of work noted in the Specifications that are not specifically noted in the proposal shall be considered as included in the construction and shall be constructed at no extra cost to the City.

COMPANY NAME: Dilisio Contracting Inc.

INSPECTION FEES:

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

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

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

UNIT PRICES:

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

PRICE BID:

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

ESTIMATED QUANTITIES:

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

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

DESIGNATED CITY REPRESENTATIVES:

Zach Haapala, Streets and Drains Project Manager and Art Day, Streets Division Field Supervisor are the designated City representatives for this project.

ADDITIONAL INFORMATION:

For additional information or questions concerning this project please contact Zach Haapala, Streets and Drains Project Manager at 248.524.3403 or email at Zachary.Haapala@troymt.gov.

MICHIGAN CONSTRUCTION LIEN ACT:

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

SUBCONTRACTORS:

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

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

COMPANY NAME: D. Lisio Contracting Inc.

PUBLIC ACT 57:

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

BID DEPOSIT AND FORFEITURE:

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

BOND SUBMITTAL:

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

PROGRESS PAYMENTS:

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

Proposed Payment

Schedule: Monthly

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

PURCHASE ORDER:

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

CONTRACT FORMS:

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

DELIVERY:

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

CONTACT INFORMATION:

Hours of operation: 8am-4pm 24 Hr. Contact Phone No. (586) 405-4578

COMPANY NAME: Dilisio Contracting Inc.

ALTERNATES:

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

REFERENCES:

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

COMPANY: City of Sterling Heights
ADDRESS: 40555 Utica Road, Sterling Hgts MI 48313
PHONE: (586) 446-2489 CONTACT: Adam LaClair
DATE BUILT: _____ CONSTRUCTION COST: _____

COMPANY: City of Madison Heights
ADDRESS: 300 West 13 Mile Road, Madison Hgts MI 48071
PHONE: (248) 635-7726 CONTACT: Brad Brickel
DATE BUILT: _____ CONSTRUCTION COST: _____

COMPANY: Anderson Eckstein and Westrick Inc.
ADDRESS: 51301 Schwenherr, Shelby Twp, MI 48315
PHONE: (586) 726-1234 CONTACT: Frank Varicalli
DATE BUILT: _____ CONSTRUCTION COST: _____

AWARD:

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

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

The awarded contract(s) will begin after July 1, 2023 and must be completed by June 30, 2025. Please state the amount of work that your company can certify to be completed within the time allowable:

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

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

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

COMPLETION SCHEDULE:

The work shall commence after July 1, 2023. A work schedule shall be provided to Zach Haapala, Streets and Drains Project Manager. He shall approve the work schedule prior to the start of the project. His decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. The contractor is required to start the project within 10 working days after notification to proceed unless otherwise agreed upon.

Awarded proposal must be completed by June 30, 2025, and invoiced by July 10, 2025 – no exceptions.

COMPANY NAME: Dilisio Contracting Inc.

NAME, ADDRESS AND LEGAL STATUS OF BIDDER:

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

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

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

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

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

ADDENDA AND EXPLANATIONS:

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

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

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

CONSTRUCTION CONDITIONS:

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

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

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

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

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

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

COMPANY NAME: Dilisio Contracting Inc

CONSTRUCTION CONDITIONS: - Continued

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

All work shall conform to the "Michigan Department of Transportation 2020 Standard Specifications for Construction" and the "Michigan Manual of Uniform Traffic Control Devices, Current Edition."

LOCATION OF CONTRACTOR'S YARD:

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

ROUTES TO BE FOLLOWED:

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

COMPETENCY OF THE BIDDER:

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

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

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

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

COMPANY NAME: Dilisio Contracting Inc.

COMPETENCY OF THE BIDDER: - Continued

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

DISQUALIFICATION OF BIDDERS:

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

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

AVAILABILITY OF MATERIALS:

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

ORDER OF WORK:

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

DOWNPAYMENTS AND PREPAYMENTS:

Any proposal submitted which requires a down payment or prepayment for services prior to performance and acceptance, as being in conformance with specifications will not be considered for award. No payments will be made until work/service is performed to the satisfaction of the authorized City representative.

COMPANY NAME: Dilisio Contracting Inc

INSURANCE AND INDEMNIFICATION REQUIREMENTS

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 SHALL be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.

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

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

INSURANCE VERIFICATION:

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

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.

SECTION 5: INSURANCE AND INDEMNIFICATION REQUIREMENTS - continued

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

ADDITIONAL INSURED:

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

CANCELLATION NOTICE:

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

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

PROOF OF INSURANCE COVERAGE:

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

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

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

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

COMPANY NAME: Diliso Contracting Inc.

SIGNATURE PAGE

PRICES:

Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder(s) whose prices shall remain firm for the entire contract period **expiring June 30, 2025**. The contract may be renewed for Two (2) additional one - year periods based upon mutual consent of both parties within 90 days of contract termination under the same prices, terms, and conditions. The renewal is subject to a favorable market survey and City Council approval. A request by City staff to determine a successful bidder's interest in renewing a contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued. The City of Troy may terminate this contract with written notice at least thirty (30) days in advance.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Giuseppe D. Lia

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


TAX ID: 38-3193519

COMPANY: Dilisio Contracting Inc.

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

PHONE: (586) 783-4044 FAX NUMBER: (586) 783-4058

REPRESENTATIVE NAME: Giuseppe Lia

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

PAYMENT TERMS: Monthly WARRANTY: 2 YEAR

BID CHECK #: 50070246 COMPLETION: **NO LATER THAN JUNE 30th OF ANY ONE CONTRACT YEAR.**

EMAIL: joedilisi@contracting.com

EXCEPTIONS:

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

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

ACKNOWLEDGEMENT:

I, Giuseppe D. Lia, certify that I have read the **Instructions to Bidders** (3 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.bidnetdirect.com/city-of-troy-mi and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: Giuseppe D. Lia

IMPORTANT: All City of Troy purchases require a SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA “Right to Know” Law. Please include a copy of any relevant SDS at the time of bid submission.

NOTE: The City of Troy, at their discretion, may require the bidder(s) to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

US FUNDS: All prices are to be quoted in U. S. Currency.
G://ITB-COT 23-11 Concrete Pavement Repair.doc



VENDOR QUESTIONNAIRE

DATE: 03/09/23
Month/Date/Year

COMPANY NAME: Dilisio Contracting Inc

ESTABLISHED: August 3, 1994 or 20 STATE: MI

- TYPE OF ORGANIZATION: (Circle One)
a. Individual
b. Partnership
c. Corporation
d. Joint Venture
e. Other

YEARS IN BUSINESS: 29 years

If applicable:

FORMER COMPANY NAME(S) YEARS IN BUSINESS
N/A

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

- 1) Number of years of experience in this type of work: 29 Years
2) List the number, year acquired, and types of equipment to be used if awarded the bid (Attach itemized list that is marked #1 for identification if more space is required): See Attached

3) List all contract commitments your firm has been engaged to perform for 2023/2024. Give organization name, value of contract, required completion date and percent complete.

Table with 4 columns: ORGANIZATION, VALUE, DATE, PERCENTAGE. Rows include Sterling Heights (\$5,000,000.00, Nov 2023, 0%), Madison Heights (\$2,000,000.00, Nov 2023, 0%), and City of Troy (\$1,200,000.00, June 2023, 0%).

- 4) If applicable, list all proposed subcontractors to be used in the performance of this contract and the work to be performed by each.
Protecon Transit Mix - material
Scadeller Construction - joint ceiling

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

Lorenzo D. Dilisio - President 30 years experience

6) Name of your bank or other financial reference: Independent Bank

7) Comments: _____

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

| | |
|---|--|
| Signature of Authorized Company Representative: | <u>Giuseppe D. Lia</u> |
| Company: | <u>Dilisio Contracting Inc</u> |
| Address: | <u>23525 Lakepoint Drive</u> <u>Clinton Twp, MI 48036</u> |
| Phone Number: | <u>(566) 783-4044</u> |
| Representative's Name: | <u>Giuseppe D. Lia</u> (print) |
| Date: | <u>03/09/23</u> |

Statement of Qualifications

A corporation organized in the state of Michigan August 3, 1994

DiLisio Contracting, Inc. Main Office
23525 Lakepointe Drive Clinton Twp., MI 48036

Number of years operating: 29

Bonding Capacity: \$15,000,000.00

Bonding Company: Westfield Insurance / Agent: Zervos Group
(248) 355-4411

Insurance Carrier: CNA- Coverage Amount \$7,000,000.00

MDOT Prequalification #: 05231

General Nature of Work Performed: Concrete Road Paving, Concrete Road Patch & Slab, Concrete Curb & Gutter, and Concrete Flat Work.

Name & Address of all Principals of Bidder

Lorenzo D. DiLisio / President 16110 Whitewater Macomb, MI 48042
31/ Years Experience-Field Operations, Estimating, & Heavy Equipment
Operating

Josef A. DiLisio / Vice President 5271 Seven Lakes Dr. Washington MI
48095
29 Years Experience- Field Operations, Estimating, & Heavy Equipment
Operating

Joe Lia / Treasurer 69438 Lake Point Ct. Bruce Twp., MI 48065
29 Years Experience- Project Coordinator, Administration, & Purchasing

DILISIO CONTRACTING 2023 VEHICLE LIST

| UNIT # | YEAR | DESCRIPTION | SERIAL # |
|--------|------|--|--------------------|
| 1 | 2022 | FORD F-250 4X4 EXT. CAB SUPER DUTY (A.L.) | 1FT7X2B6XNED58126 |
| 2 | 2012 | PETERBILT 367 WATER TRUCK | 2NP3LN9X1CM136316 |
| 3 | 2000 | FORD F-450 POUR TRUCK DIESEL RED | 1FDXF46F5YEE44288 |
| 4 | 1988 | FORD F-800 DIESEL FORM TRK W/BOOM | 1FDYL90AXJVA54428 |
| 5 | 2007 | GMC C7500 SAW TRK W/TANK & PUMPS | 1GDK7C1CX7F900471 |
| 6 | 2007 | STERLING 5 YARD DUMP TRUCK | 2FZACGDC37AY18218 |
| 7 | 1991 | CHEVY KODIAK DIESEL FORM TRK W/BOOM | 1GBT7H4J5MJ105664 |
| 8 | 2000 | FREIGHTLINER FL80 WATER TRUCK | 1FVXJBB1YHB44158 |
| 9 | 2011 | F-250 FORD 4x4 CURE TRUCK | 1FTBF2B63BEA38316 |
| 10 | 2000 | FORD DRW SUPER DUTY STAKE F-450 | 1FDXF46F1YEC85480 |
| 11 | 2018 | TRAIL KING 55 TON LOYBOY | 1TKJ05331JY115807 |
| 12 | 2000 | KW T-800 MICHIGAN SPEC. | 3WKDD80X7YF861818 |
| 13 | 2000 | BENSON 28' ROCKBOX TRAILER | 1NUDT4869YMSS0068 |
| 14 | 1995 | TALBERT 10 TON TRAILER | 40FR02926S55013166 |
| 15 | 1997 | UTILITY TRAILER 2 AXLE | 9999 |
| 16 | 1999 | KW T-800 MICHIGAN SPEC. | 1XKDDBOXOXJ834891 |
| 17 | 1999 | BENSON 28' ROCKBOX TRAILER | 1NUDT48F6XMSS0079 |
| 18 | 1979 | TRAIL MOBILE TRAILER | V34140 |
| 19 | 1979 | FRUEHAUF TRAILER | HPV633805 |
| 20 | 2008 | FORD E-250 VAN SOFF CUT VAN BLACK | 1FTNE14W08DB10711 |
| 21 | 1999 | FORD F-250 (CURE TRUCK) | 1FTNF20L2XEC45759 |
| 22 | 1999 | FORD F-250 SUPER DUTY (POUR CREW) | 1FTNF20L7XEB23091 |
| 23 | 2012 | FORD F-550 BOX TRK W/ LIFTGATE & TANKS | 1FDUF5GT2CEB65970 |
| 24 | 2022 | FORD F-250 4X4 EXT. CAB SUPER DUTY | 1FT7X2B6XNED58126 |
| 25 | 2022 | FORD F-250 4X4 EXT. CAB SUPER DUTY | 1FT7X2B6XNED58127 |
| 26 | 1995 | FORD F-250 | 1FTHF25H2SLB89456 |
| 27 | 2022 | FORD F-250 4X4 EXT. CAB SUPER DUTY (FLOKO) | 1FT7X2B61NED58127 |
| 28 | 1999 | GMC C SERIES BOX (BARREL TRK) | 1GDJ7H1D9XJS03994 |
| 29 | 2018 | FORD F-150 JOE DILISIO | 1FTFW1RG8JFB68630 |
| 30 | 2015 | FORD F-250 SUPER DUTY 4x4 | 1FTBF2B60FEC77330 |
| 31 | 2017 | FORD F-150 JOE LIA | 1FTFW1RG7HFC33753 |
| 32 | | | |
| 33 | 2017 | FORD F-150 DINO | 1FTFW1RG1HFC33750 |
| 34 | 2016 | FORD F-250 | 1FT7X2B6XGED37716 |
| 35 | 2022 | RIVIAN R1S | 7PDSGABLXNN001354 |
| 36 | | | |
| 37 | | | |
| 38 | 2021 | PETERBILT 348 TRI-AXLE DUMP | 2NP3XJ0X6MM740083 |
| 39 | | | |
| 40 | 2019 | 20 TON TRAIL KING TRI-AXLE TRAILER | 1TKC03532KR029816 |
| 41 | 1993 | FORD F-350 FLATBED DUMP | 2FDLF47M7PCA46516 |
| 42 | 1998 | TALBERT, 10 TON TRAILER | 10280 |
| 43 | 1994 | FORD E-250 VAN SOFF CUT VAN WHITE | 1FTGE24H8RHB44597 |

DILISIO CONTRACTING 2022 EQUIPMENT LIST

| UNIT # | YEAR | DESCRIPTION | SERIAL # |
|--------|------|------------------------------------|---------------|
| 1 | 1993 | CAT 416B LOADER BACKHOE 4X4 | 8ZK00385 |
| 2 | 1995 | CAT D3 BULL DOZER | 6SL01418 |
| 3 | 1994 | CAT 446B BACKHOE 4X4 | 5BL00663 |
| 4 | 1995 | CAT 938F LOADER | IKM00399 |
| 5 | 1999 | CAT 950G LOADER | 3JW00416 |
| 6 | 2000 | CAT D6 MXL BULL DOZER | 31WN02251 |
| 7 | 1996 | BOMAG BW172D2 VIBRATORY ROLLER | 101520610978 |
| 8 | 1994 | CAT 322L EXCAVATOR W/ 48" BUCKET | 9RL00355 |
| 9 | 1996 | CAT M318 WHEELED EXCAVATOR | 8AL00730 |
| 10 | 1991 | CAT 953 TRACK LOADER | 20Z04137 |
| 11 | 2016 | Husqvarna FS 7000 CONCRETE SAW | 001360178002 |
| 12 | 2017 | Husqvarna FS 7000 CONCRETE SAW | 001366732002 |
| 13 | 1998 | ARROW HJ1350 BREAKER | 6492 |
| 14 | 2020 | SOFF CUT PROWLER 4000 | 16070 |
| 15 | 1999 | 185 CFM INGERSOLL RAND COMPRESSOR | 3000651UEJ210 |
| 16 | 1997 | 873 BOBCAT SKIDSTEER | 514116163 |
| 17 | 2000 | SWEEPSTER ATTACHMENT | N/A |
| 18 | 2000 | ALLEN CONCRETE PAVER ACP 12-27 FRP | |
| 19 | N/A | 2590 LF 13" PAVING FORMS | |
| 20 | N/A | 6000 LF 10" PAVING FORMS | |
| 21 | N/A | 5190 LF 8" PAVING FORMS | |
| 22 | N/A | 2370 LF 4" PAVING FORMS | |
| 23 | N/A | 1140 LF 9" PAVING FORMS | |
| 24 | N/A | FORM PIN PULLER | |
| 25 | N/A | 12-27 FT ADJUSTABLE TAIL GRADER | |
| 26 | 2005 | STRONG MFG GYPSUM PUMP, SUPER 80 | |
| 27 | 2007 | POWER SCREED 20' 11HP HONDA | |
| 28 | 2008 | SOFF CUT PROWLER 4000 | 2232 |
| 29 | 2020 | KENCO 308 E2CR SLAB CRAB | N/A |
| 30 | 2008 | SOFF CUT PROWLER 4000 | 6649 |
| 31 | 1987 | PAV-SAVER 9-19 | 234918FHF587 |
| 32 | | WILDCAT, SISSOR LIFT SL20 | 9850331098 |
| 33 | | | |
| 34 | 2001 | CAT 308 BSR EXCAVATOR | 3YS02080 |
| 35 | | KENCO, 30" SLAB CRAB | 140164-1-1 |
| 36 | | KENCO, 12" BUCKET | 118136-4 |
| 37 | | KENCO, 48" CLEANUP BUCKET | 118136-2 |
| 38 | | KENCO, MANUAL PIN GRABBING COUPLER | 118136-1 |
| 39 | 2000 | CAT 308 BSR EXCAVATOR | 3YS03055 |
| 40 | | KENCO, 30" SLAB CRAB | |
| 41 | | KENCO, 12" BUCKET | |
| 42 | | KENCO, 48" CLEANUP BUCKET | |
| 43 | | KENCO, MANUAL PIN GRABBING COUPLER | |

DILISIO CONTRACTING 2022 EQUIPMENT LIST

| | | | |
|----|------|---|-------------------|
| 44 | 2003 | SULLAIR, 185CFM AIR COMPRESSOR | |
| 45 | 2004 | CAT 330CL EXCAVATOR | DK02078 |
| 46 | | BUCKET, CAT 74" | OZ1K12046 |
| 47 | 2008 | ALLMAND, SOLAR ARROW BOARDS | |
| 48 | 2008 | ALLMAND, SOLAR ARROW BOARDS | |
| 49 | 2008 | ALLMAND, SOLAR ARROW BOARDS | |
| 50 | | PROTECH, 14' SNOWPUSHER | |
| 51 | 2005 | BOBCAT, T-190 SKID STEER LOADER | 527717 |
| 52 | 1998 | BOMAG BW172D2 VIBRATORY ROLLER | 101520120243 |
| 53 | 2007 | CAT M318 W/ TILTING 60" BUCKET & 34" BUCK | OH2D00780 |
| 54 | 2000 | CAT M318 W/ TILTING 60" BUCKET | 8AL02261 |
| 55 | 2005 | LAYMOR 6HC SWEEPER | 20204-007 |
| 56 | 2001 | CAT 313B SR W/ 30" BUCKET & 60" DITCH BUC | 9PR01281 |
| 57 | | KENCO EX120 36" SLAB CRAB FOR 313 | |
| 58 | | KENCO EX120 PIN GRABBING COUPLE FOR 313 | |
| 59 | | KENCO EX120 12" .40 CY HD BUCKET FOR 313 | |
| 60 | | 800 LF 14" PAVING FORMS (METAFORMS) | |
| 61 | | 3200 LF 14" PAVING FORMS (METEFORMS) | |
| 62 | 2009 | VERMAC SOLAR ARROW BOARDS | 2S9US21109S113281 |
| 63 | 2009 | VERMAC SOLAR ARROW BOARDS | 2S9US21109S132806 |
| 64 | 2009 | VERMAC SOLAR ARROW BOARDS | 2S9US21109S132809 |
| 65 | | ALLEN 7560XL POWER CURE SPRAYER | |
| 66 | | ALLEN 7560XL POWER CURE SPRAYER | |
| 67 | 2004 | CAT D5N LGP DOZER | LKT00279 |
| 68 | | EZ-DRILL 1 GANG CONCRETE AIR DRILL | B231 |
| 69 | | EZ-DRILL 2 GANG CONCRETE AIR DRILL | |
| 70 | | MINNICH H3 HYDRULIC 3 GANG DRILL | 1443-18 |
| 71 | | KENCO 42" SLAB CRAB FOR M318 | |
| 72 | | KENCO 42" SLAB CRAB FOR M318 | |
| 73 | | BROCE RJ300 BROOM | 87172 |
| 74 | 1988 | PAV-SAVER 12-24 PAVING MACHINE | |
| 75 | | CATERPILLAR 60, 6000 LB. FORKLIFT | D-332802 |
| 76 | 2012 | E-Z DRILL MODEL 210B | Y4274 |
| 77 | | HYDRULIC HAMMER FOR 330 CL | |
| 78 | | APT 155 ROCK DRILL | 1204036 |
| 79 | 2005 | CAT M318C | 0BCZ02136 |
| 80 | | PAV-SAVER 28 FT ADJUSTABLE TAIL DRAG | |
| 81 | | PAV-SAVER 18 FT ADJUSTABLE TAIL DRAG | |
| 82 | 2013 | HUSQVARNA FS 6600 CONCRETE SAW | |
| 83 | 2012 | HUSQVARNA FS 6600 CONCRETE SAW | 1302558001 |
| 84 | 2012 | HUSQVARNA FS 6600 CONCRETE SAW | |
| 85 | 1996 | INGERSOLRAND 185 AIR COMPRESSOR | 264027UDG327 |
| 86 | 2017 | KUBOTA LOADER SVL-95 LOADER | 37413 |
| 87 | 2014 | CATERPILLAR 914K LOADER | 0CD200773 |
| 88 | 2008 | CATERPILLER 297C LOADER | 0GCP00784 |
| 89 | 2016 | CATERPILLER 323FL EXCAVATOR | YEJ00487 |
| 90 | 2015 | CATERPILLER 926M LOADER | 0LTE00324 |

DILISIO CONTRACTING 2022 EQUIPMENT LIST

| | | | |
|----|------|---|-------------------|
| 91 | 2010 | JCB 506C TELEHANDLER | SLPSCAJL6E1184661 |
| 92 | 2018 | CAT 308 E2CR EXCAVATOR | FJX10779 |
| 93 | 2019 | CAT M-320 WHEELED EXCAVATOR | OFB200563 |
| 94 | 2019 | CAT M-320 WHEELED EXCAVATOR | OFB200571 |
| 95 | 2017 | MINNICH A5 5 GANG DRILL- m-320 ATTACHMENT | |
| 96 | 2017 | DOOSAN P375WCU AIR COMPRESSOR | 270151RBAB412 |



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 Giuseppe D. Lia, bearing the office title of Treasurer, whose signature is affixed to this proposal, is duly authorized to execute contracts.

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

~~_____

_____~~

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

~~_____
_____~~



CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

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

is Treasurer. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

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

Giuseppe D. Lia
SIGNATURE OF PERSON SUBMITTING BID

Valon H. H. H.
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 9th day of March,
20 23 in and for Macomb County.

My commission expires:

February 14, 2025



**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three-year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2-Contracts.

I am able to certify to the above statements.

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

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

Giuseppe D. Lia
Signature of authorized representative

3-8-2023
Date

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



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

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

| Vendor | |
|-----------------------------|--------------------------|
| Legal Name | Dilisio Contracting Inc. |
| Street Address | 23525 Lakepointe Drive |
| City | Clinton Township |
| State, Zip | Michigan 48036 |
| Corporate I.D. Number/State | 38-3193519 |
| Taxpayer I.D. # | 38-3193519 |

The undersigned, with: 1.) full knowledge of all of Vendors business activities, 2.) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as 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: Giuseppe D. Lia

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

Witness Signature: [Signature]

Printed Name of Witness: Lisa Dilisio-Lia



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

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

List any Familial Relationships:

BIDDER:

Dil'isio Contracting Inc.

By: Giuseppe D. Fini

Its: Treasurer

STATE OF MICHIGAN)

)ss.

COUNTY OF Macomb)

This instrument was acknowledged before me on the 4th day of March, 2023, by

Valeri Haddad

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



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: March 13, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
 Rob Maleszyk, Chief Financial Officer
 Dee Ann Irby, Controller
 Kurt Bovensiep, Public Works Director
 Zach Haapala, Streets and Drains Project Manager
 Emily Frontera, Purchasing Manager

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

History

- The Streets and Drains Division is responsible for the maintenance of 322 miles of local and major roads within the City.
- This responsibility includes identifying and replacing sections of concrete roads.
- The Streets and Drains Division uses the Pavement Surface Evaluation Rating program (PASER) to identify the most deteriorated roads in the City of Troy. Roads identified for slab replacement through fiscal year 2024 are in various sections.
- These areas include Industrial and Local roads.
- *DiLisio Contracting, Inc. of Clinton Township, MI* has been the City of Troy’s Concrete Slab Replacement Contractor since 2014 providing quality work and has shown their willingness to maintain a positive work relationship with the City and has the City and Troy Residents in its best interest.
- *DiLisio Contracting, Inc.* was last awarded a one (1) year contract extension by City Council on February 14, 2022 (Resolution #2022-02-024).
- The approved pricing is 20% lower than the next low bidder.

Purchasing

- On March 9, 2023 a bid opening was conducted as required by City Charter/Code for a one (1) year Concrete Slab Replacement Program for the City of Troy with an option to renew for two (2) additional one-year periods as per all bid specifications.
- The bid was posted on the MITN Purchasing Group website: www.bidnetdirect.com//city-of-troy-mi.
- Two hundred eighty-two (282) vendors were notified via the MITN website. Four (4) bid responses were received. Below is a detailed summary of the vendor responses.

| | |
|--|-----|
| Companies notified via MITN | 282 |
| Troy Companies notified via MITN | 7 |
| Troy Companies - Active email Notification | 7 |
| Troy Companies - Active Free | 0 |
| Companies that viewed the bid | 48 |
| Troy Companies that viewed the bid | 1 |

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.

Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.

Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City.

Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing (continued)

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

Financial

Funds are budgeted in the Streets Division Capital Accounts for the 2023 fiscal year and will be proposed in the 2024 Budget through the normal budget process. Expenditures will be charge to account numbers 401.447.479.7989.500 for major roads and 401.447.499.7989.500 for local roads. Expenditures will not exceed budget totals.

Recommendation

City Management recommends awarding a one (1) year contract with two (2) one-year optional renewals for Concrete Slab Replacement Program to *DiLisio Construction Inc., of Clinton Township, MI*, for an estimated total cost of \$500,0000 for Major roads, \$1,100,000 for Local roads and \$1,500,000 for Industrial roads for fiscal year 2024, not to exceed budgetary limitations, at unit prices contained in the bid tabulation opened March 9, 2023. The award is contingent upon the contractor's submission of properly executed bid documents including insurance certificates, and all other specified requirements.

CITY OF TROY
 BID TABULATION
 CONCRETE SLAB REPLACEMENT PROGRAM

| | | | | |
|---------------|---------------------------------|--|-------------------------------|-----------------------------------|
| VENDOR NAME: | DiLisio Contracting Inc. | Great Lakes Contracting Solutions, LLC | Major Contracting Group, Inc. | Audia Concrete Construction, Inc. |
| CITY: | Clinton Twp., MI | Waterford, MI | Detroit, MI | Milford, MI |
| CHECK NUMBER: | 50070246 | 2016526038 | 9200833894 | 37239044 |
| CHECK AMOUNT: | \$5,000 | \$5,000 | \$5,000 | \$5,000 |

Proposal A: 2023-2024 Local Road Maintenance - Scattered Locations

| DESCRIPTION | EST. QTY. ONE YR. | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
|---|----------------------|-----------------------|--------------|-----------------------|--------------|-----------------------|----------------|-----------------------|----------------|
| 1 Remove and Replace with Concrete 10" Non-reinforced- | 1,000 S.Y. | \$50.00 | \$50,000.00 | \$94.50 | \$94,500.00 | \$110.00 | \$110,000.00 | \$110.00 | \$110,000.00 |
| 2 Remove and Replace with Concrete 9" Non-reinforced- | 1,000 S.Y. | \$50.00 | \$50,000.00 | \$89.65 | \$89,650.00 | \$108.00 | \$108,000.00 | \$100.00 | \$100,000.00 |
| 3 Remove and Replace with Concrete 8" Non-reinforced | 1,000 S.Y. | \$74.00 | \$74,000.00 | \$84.60 | \$84,600.00 | \$106.00 | \$106,000.00 | \$97.00 | \$97,000.00 |
| 4 Remove and Replace with Concrete 7" Non-reinforced | 12,000 S.Y. | \$75.59 | \$907,080.00 | \$77.20 | \$926,400.00 | \$104.00 | \$1,248,000.00 | \$95.00 | \$1,140,000.00 |
| 5 Remove and Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not specified) | 100 S.F. | \$8.00 | \$800.00 | \$9.00 | \$900.00 | \$20.00 | \$2,000.00 | \$12.00 | \$1,200.00 |
| 6 Remove and Replace with Concrete Sidewalk, 4" Non-reinforced (Locations not specified) | 7,000 S.F. | \$7.00 | \$49,000.00 | \$7.95 | \$55,650.00 | \$8.00 | \$56,000.00 | \$11.00 | \$77,000.00 |
| 7 Remove Concrete and replace with top soil and seed | 300 S.F. | \$4.00 | \$1,200.00 | \$5.65 | \$1,695.00 | \$7.00 | \$2,100.00 | \$5.00 | \$1,500.00 |
| 8 Structure Cover, (Adjustment) | 75 EA. | \$250.00 | \$18,750.00 | \$575.00 | \$43,125.00 | \$700.00 | \$52,500.00 | \$1,000.00 | \$75,000.00 |
| 9 Structure Cover, Adj, Add Depth (Reconstruction) | 10 L.F. | \$100.00 | \$1,000.00 | \$250.00 | \$2,500.00 | \$350.00 | \$3,500.00 | \$200.00 | \$2,000.00 |
| 10 Undercutting (undercut) per Ton to excavate and replace with 21AA Limestone, compacted in place if and where needed. | 1,500 TON | \$10.00 | \$15,000.00 | \$49.70 | \$74,550.00 | \$60.00 | \$90,000.00 | \$50.00 | \$75,000.00 |
| 11 Installation of 6" edge drain (Locations not specified) | 100 TON | \$12.00 | \$1,200.00 | \$20.00 | \$2,000.00 | \$30.00 | \$3,000.00 | \$22.00 | \$2,200.00 |
| 12 Remove and Replace Curb and Gutter. (Locations not specified) | 200 L.F. | \$25.00 | \$5,000.00 | \$57.65 | \$11,530.00 | \$50.00 | \$10,000.00 | \$58.00 | \$11,600.00 |
| 13 Install Handicap Ramps per MDOT R-28-J | 5,000 S.F. | \$10.00 | \$50,000.00 | \$16.20 | \$81,000.00 | \$14.00 | \$70,000.00 | \$22.00 | \$110,000.00 |
| 14 Full Depth Asphalt Removal | 2,000 S.Y. | \$1.00 | \$2,000.00 | \$10.60 | \$21,200.00 | \$8.00 | \$16,000.00 | \$30.00 | \$60,000.00 |
| 15 Asphalt Milling | 2,000 S.Y. | \$3.50 | \$7,000.00 | \$6.65 | \$13,300.00 | \$6.00 | \$12,000.00 | \$20.00 | \$40,000.00 |
| 16 Sidewalk Ramp, Retrofit, Modified | 100 S.F. | \$12.00 | \$1,200.00 | \$22.00 | \$2,200.00 | \$35.00 | \$3,500.00 | \$32.00 | \$3,200.00 |
| 17 Additional 21AA Limestone | 200 TON | \$10.00 | \$2,000.00 | \$49.75 | \$9,950.00 | \$56.00 | \$11,200.00 | \$40.00 | \$8,000.00 |
| 18 Fine Grading-labor, delivery and material | 200 TON | \$25.00 | \$5,000.00 | \$46.50 | \$9,300.00 | \$56.00 | \$11,200.00 | \$60.00 | \$12,000.00 |
| 19 Joint Sealing | 2,000 L.F. | \$1.00 | \$2,000.00 | \$2.25 | \$4,500.00 | \$2.00 | \$4,000.00 | \$4.00 | \$8,000.00 |
| 20 RCOC Permit | Lump Sum | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 |
| 21 Restoration | Included | Included | | Included | | Included | | Included | |
| 22 Traffic Control | Included | Included | | Included | | Included | | Included | |
| Estimated Total Cost – Proposal A | | \$1,243,230.00 | | \$1,529,550.00 | | \$1,920,000.00 | | \$1,934,700.00 | |

CITY OF TROY
BID TABULATION
CONCRETE SLAB REPLACEMENT PROGRAM

| | | | | |
|--------------|--------------------------|--|-------------------------------|-----------------------------------|
| VENDOR NAME: | DILisio Contracting Inc. | Great Lakes Contracting Solutions, LLC | Major Contracting Group, Inc. | Audia Concrete Construction, Inc. |
| CITY: | Clinton Twp., MI | Waterford, MI | Detroit, MI | Milford, MI |

Proposal B: 2023-2024 Major Road Maintenance - Scattered Locations

| DESCRIPTION | EST. QTY. ONE YR. | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
|---|-------------------|-----------------------|--------------|-----------------------|--------------|-----------------------|--------------|-----------------------|--------------|
| 1 Remove and Replace with Concrete 10" Non-reinforced- | 5,500 S.Y. | \$77.64 | \$427,020.00 | \$97.30 | \$535,150.00 | \$118.00 | \$649,000.00 | \$112.00 | \$616,000.00 |
| 2 Remove and Replace with Concrete 9" Non-reinforced- | 6,000 S.Y. | \$76.64 | \$459,840.00 | \$90.75 | \$544,500.00 | \$112.00 | \$672,000.00 | \$102.00 | \$612,000.00 |
| 3 Remove and Replace with Concrete 8" Non-reinforced | 200 S.Y. | \$74.00 | \$14,800.00 | \$85.70 | \$17,140.00 | \$104.00 | \$20,800.00 | \$100.00 | \$20,000.00 |
| 4 Remove and Replace with Concrete 7" Non-reinforced | 200 S.Y. | \$73.00 | \$14,600.00 | \$78.50 | \$15,700.00 | \$102.00 | \$20,400.00 | \$98.00 | \$19,600.00 |
| 5 Remove and Replace with Concrete Sidewalk/ Driveway 6" Non-reinforced (Locations not specified) | 200 S.F. | \$8.00 | \$1,600.00 | \$9.00 | \$1,800.00 | \$20.00 | \$4,000.00 | \$13.00 | \$2,600.00 |
| 6 Remove and Replace with Concrete Sidewalk, -4" Non-reinforced (Locations not specified) | 100 S.F. | \$7.00 | \$700.00 | \$7.95 | \$795.00 | \$11.00 | \$1,100.00 | \$12.00 | \$1,200.00 |
| 7 Remove Concrete and replace with top soil and seed | 100 S.F. | \$4.00 | \$400.00 | \$5.75 | \$575.00 | \$8.00 | \$800.00 | \$6.00 | \$600.00 |
| 8 Structure Cover, (Adjustment) | 20 EA. | \$350.00 | \$7,000.00 | \$575.00 | \$11,500.00 | \$750.00 | \$15,000.00 | \$1,000.00 | \$20,000.00 |
| 9 Structure Cover, Adj, Add Depth (Reconstruction) | 10 L.F. | \$100.00 | \$1,000.00 | \$250.00 | \$2,500.00 | \$350.00 | \$3,500.00 | \$200.00 | \$2,000.00 |
| 10 Undercutting (undercut) per Ton to excavate and replace with 21AA Limestone, compacted in place if and where needed. | 600 TON | \$1.00 | \$600.00 | \$51.00 | \$30,600.00 | \$60.00 | \$36,000.00 | \$55.00 | \$33,000.00 |
| 11 Installation of 6" edge drain (Locations not specified) | 100 L.F. | \$12.00 | \$1,200.00 | \$20.00 | \$2,000.00 | \$30.00 | \$3,000.00 | \$22.00 | \$2,200.00 |
| 12 Remove and Replace Curb and Gutter. (Locations not specified) | 100 L.F. | \$25.00 | \$2,500.00 | \$58.95 | \$5,895.00 | \$60.00 | \$6,000.00 | \$60.00 | \$6,000.00 |
| 13 Install Handicap Ramps per MDOT R-28-J | 500 S.F. | \$10.00 | \$5,000.00 | \$17.00 | \$8,500.00 | \$14.00 | \$7,000.00 | \$25.00 | \$12,500.00 |
| 14 Sidewalk Ramp, Retrofit, Modified | 100 S.F. | \$12.00 | \$1,200.00 | \$22.00 | \$2,200.00 | \$35.00 | \$3,500.00 | \$32.00 | \$3,200.00 |
| 15 Full Depth Asphalt Removal | 2,000 S.Y. | \$1.00 | \$2,000.00 | \$10.56 | \$21,120.00 | \$8.00 | \$16,000.00 | \$30.00 | \$60,000.00 |
| 16 Asphalt Milling | 2,000 S.Y. | \$3.50 | \$7,000.00 | \$6.65 | \$13,300.00 | \$6.00 | \$12,000.00 | \$20.00 | \$40,000.00 |
| 17 Additional 21AA Limestone | 200 TON | \$1.00 | \$200.00 | \$49.75 | \$9,950.00 | \$56.00 | \$11,200.00 | \$40.00 | \$8,000.00 |
| 18 Fine Grading-labor, delivery and material | 200 TON | \$25.00 | \$5,000.00 | \$46.50 | \$9,300.00 | \$56.00 | \$11,200.00 | \$60.00 | \$12,000.00 |
| 19 Joint Sealing | 2,000 L.F. | \$1.00 | \$2,000.00 | \$2.25 | \$4,500.00 | \$2.00 | \$4,000.00 | \$4.00 | \$8,000.00 |
| 20 Restoration | Included | Included | | Included | | Included | | Included | |
| 21 Traffic Control | Included | Included | | Included | | Included | | Included | |
| Estimated Total Cost – Proposal B | | \$953,660.00 | | \$1,237,025.00 | | \$1,496,500.00 | | \$1,478,900.00 | |
| Estimated Total Cost – Proposal A & B | | \$2,196,890.00 | | \$2,766,575.00 | | \$3,416,500.00 | | \$3,413,600.00 | |

| | | | | |
|---|---------------|-----------------------------|---------------|-----------------------|
| Progress Payment Schedule: | Monthly | Every 2 weeks | 30 Days | Payment every 30 days |
| Contact Information: Hours of Operation | 8AM - 4PM | M-F 8AM - 5PM | Not Specified | 7-5 |
| 24 Hr. Contact Phone No. | 586-405-4578 | 248-838-8699 | 313-938-0573 | 313-350-0318 |
| References | Y or N | Y | Y | Y |
| Award: | 100% Contract | Y | Y | Y |
| Partial Contract: | Proposal A | | | |
| | Proposal B | | | |
| Insurance Met: | Y or N | Y | Y | Y |
| Warranty: | Y or N | 2 years | 2 years | Not Specified |
| All or None Award: | Y or N | Y | Y | Y |
| Exceptions: | Y or N | None | None | None |
| Acknowledgement: | Y or N | Y - needs 1 of 3 signatures | Y | Y |
| Vendor Questionnaire: | Y or N | Y | Y | Y |
| Forms: | Y or N | Y | Y | Y |
| If price of concrete increases beyond 7% per year, we would need to negotiate a new price. Permits or concrete testing not included in bid. | | | | |

Low Bidder Meeting Specifications

Attest:
(*Bid Opening conducted via a Zoom Meeting)
Zach Haapala
Jodi Kolakowski

Emily Frontera
Purchasing Manager

Client#: 6327

DILCON

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

| | | | | |
|--|---|------------------------------------|-----------------------------|--------|
| PRODUCER ZERVOS GROUP, INC. 24724 Farmbrook P O Box 2067 Southfield, MI 48037-2067 | CONTACT NAME: Vicki M. LeBarre | PHONE (A/C, No, Ext): 248 355-4411 | FAX (A/C, No): 248 355-2175 | |
| | E-MAIL ADDRESS: vicki@zervosgroup.com | | | |
| | INSURER(S) AFFORDING COVERAGE | | | NAIC # |
| INSURED DILISIO CONTRACTING, INC. 23525 Lakepointe Drive Clinton Township, MI 48036 | INSURER A : Continental Insurance Company | | | 35289 |
| | INSURER B : Accident Fund National Insurance Compan | | | 12305 |
| | INSURER C : National Fire Insurance Co. Hartford | | | 20478 |
| | INSURER D : | | | |
| | INSURER E : | | | |
| INSURER F : | | | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | 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 <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> X, C & U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | X | X | 4034992292 | 12/31/2022 | 12/31/2023 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| C | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | X | C | 4034992258 | 12/31/2022 | 12/31/2023 | 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 checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$0 | X | X | 4034992342 | 12/31/2022 | 12/31/2023 | EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | X | WCV6096826 | 12/31/2022 | 12/31/2023 | <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 |
| A | Leased or Rented Equipment Scheduled Equip. | | | 4034992292 | 12/31/2022 | 12/31/2023 | \$100,000 Each Item/Aggr \$5,000 Deductible See Below |

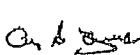
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job Description: Concrete Slab Replacement Program

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

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| City of Troy 500 W. Big Beaver Road Troy, MI 48084 | 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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