September 30, 2024

CITY COUNCIL MINUTES

Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications – Golf Course Pavement Improvements at Sanctuary Lake and Sylvan Glen Golf Courses

Resolution #2024-09-132-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a contract for the Golf Course Pavement Improvement at Sylvan Glen Golf Course and Sanctuary Lake Golf Course to the sole bidder meeting specifications, *D&J Contracting, Inc.* of *Clinton Township, MI,* for an estimated cost amount of \$377,738.00 plus a 20% contingency, at the unit prices contained in the bid tabulation opened September 19, 2024; not to exceed budgetary limitations; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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

CITY OF TROY Parks and Recreation 3179 LIVERNOIS TROY, MI 48083

PURCHASE ORDER

CITY OF TROY Parks and Recreation 500 W BIG BEAVER RD TROY, MI 48084

No. 2025-00000689 **DATE:** 11/22/2024 **PAGE:** 1 of 1

FOB DESTINATION

EXPIRATION DATE 04/07/2025 COUNCIL RESOLUTION 2024-09-132-J-4a

VENDOR NO. 167168

D & J CONTRACTING 22750 MACOMB INDUSTRIAL DR CLINTON TOWNSHIP, MI 48036

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Lump Sum	Land Improvements - Sanctuary Lake Cart Path Project	249,035.0000	\$249,035.00
1	Lump Sum	Land Improvements - Sylvan Glen Cart Path Expansion/Drain Project	108,703.0000	\$108,703.00
1	Each	Land Improvements - Incentive - If completed by Nov 30 2024 to City Expectations Sanctuary Lake Path Project	10,000.0000	\$10,000.00
1	Each	Land Improvements - Incentive - If completed by Nov 30 2024 to City Expectations Sylvan Glen Cart Path Expansion/Drain Project	10,000.0000	\$10,000.00
	•	Entered By: Emily Frontera		\$377 738 00

Entered By: Emily Frontera

\$377.738.00

Special Instructions:

CITY COUNCIL AWARD DATE:9-30-2024. Contract for Golf Course Pavement improvement at Sylvan Glen Golf Course and Sanctuary Lake Golf Course in accordance with the specifications and completion date of ITB-COT 24-19. CERTIFICATE OF INSURANCE and ENDORSEMENTS and BONDS shall be on file through contract completion.

TERMS & CONDITIONS

Purchases of Municipalities are exempt from State Sales and Federal Excise Taxes.

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.

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.

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 codefendant 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.

Opening Date - 09/19/2024 Date Reviewed - 09/19/2024

CITY OF TROY BID TABULATION GOLF COURSES PAVEMENT IMPROVEMENT

VENDOR NAME: D & J Contracting, Inc.
CITY: Clinton Twp, MI
CHECK AMOUNT: \$5,000.00

			CHECK AMOUNT:	4677400164		
OL	F COURSE PAVEMENT IMPROVEMENT AT SAN	CTUARY LAKE AND	SYLVAN GLEN GOI	F COURSES	TELEPHONE STATE	
EM	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE	
ROF	POSAL A: SANCTUARY LAKE GOLF COURSE CART	PATH REHABILITATION	ON			
1	Culv, Rem, Less than 24 inch	1	Each	\$500.00	\$500.00	
_	Dr Structure, Rem	2	Each	\$500.00	\$1,000.00	
$\overline{}$	Pavement, Rem	1,521	Syd	\$15.00	\$22,815.00	
-	Site Grading	1	LSUM	\$30,720.00	\$30,720.00	
-	Erosion Control, Filter Bag	15	Each	\$200.00	\$3,000.00	
5	Erosion Control, Silt Fence	120	Ft	\$4.50	\$540.00	
7	Aggregate Base, 21AA Limestone	604	Ton	\$65.00	\$39,260.00	
8	Plastic Dr Structure, 24 inch dia	13	Each	\$4,300.00	\$55,900.00	
9	Dr Structure, Tap, 6 inch	16	Each	\$300.00	\$4,800.00	
10	HMA, 13A	240	Ton	\$365.00	\$87,600.00	
	PVC. 6 inch, SCH40	232	Ft	\$12.50	\$2,900.00	
	Turf Restoration	Inc	duded		N/C	
	Traffic Maintenance Control	Inc	luded		N/C	
	Proposal A Tot	al;			\$249,035.00	
ROF	POSAL B: SYLVAN GLEN GOLF COURSE PRO SHO		OVEMENT			
	Site Clearing	1 1	LSUM	\$13,000.00	\$13,000.00	
	Culv, Rem, Less than 24 inch	1 1	Each	\$500.00	\$500.00	
_	Dr Structure, Rem	1 1	Each	\$500.00	\$500.00	
-	Pavement, Rem	102	Syd	\$26.50	\$2,703.00	
_	Site Grading	1	LSUM	\$13,000.00	\$13,000.00	
_	Erosion Control, Filter Bag	2	Each	\$200.00	\$400.00	
	Erosion Control, Filter Bay Erosion Control, Silt Fence	500	Ft	\$4.50	\$2,250.00	
_		220	Ton	\$65.00	\$14,300.00	
	Aggregate Base, 21AA Limestone	1	Each	\$4,500.00	\$4,500.00	
	Plastic Dr Structure, 24 inch dia	1	Each	\$300.00	\$300.00	
	Dr Structure, Tap, 4 inch Dr Structure, Tap, 6 inch	1	Each	\$300.00	\$300.00	
		150	Ton	\$365.00	\$54,750.00	
	HMA, 13A	100	Ft	\$12.50	\$1,250.00	
	PVC. 6 inch, SCH40 DPW Structure Cover	1	Each	Ψ12.50	\$950.00	
			cluded		N/C	
	Turf Restoration				N/C	
16	Traffic Maintenance Control Proposal B Tot		vluded		\$108,703.00	
					357,738.00	
	Proposal Grand Tota		700 N	•	Y	
	Sanctuary Lake can be completed by 11/30/2024		Y OR N			
	Sylvan Glen can be completed by 11/30/2024		Y OR N	Y		
Site Inspections: Y OR I		Y OR N	Y			
	Hrs. of Operation:			7 AM- 5 PM		
24 Hr. Contact Phone Number:			810-560-1694			
	Proposed Payment Schedule:				TBD	
References:			Y OR N		Υ	
	Ability to meet completion date:		Y OR N		Υ	
	Insurance:	`	Y OR N		Υ	
	Payment Terms:				Not Specified	
	Warranty:				Not Specified	
Completion: Apr-25				Apr-25		
	Exceptions:				None	
					Υ	
		`	Y OR N		•	
	Acknowledgement: Signed Vendor Questionnaire:		Y OR N Y OR N		Y	

Attest:

(*Bid Opening conducted via a Zoom Meeting)

Brian Goul

Nellie Bert

Dina Gates
Emily Frontera
Andrew Chambliss

Emily Frontera Purchasing Manager



CITY OF TROY BID PROPOSAL

ITB-COT 24-19 Page 1 of 9

The undersigned proposes to complete the **GOLF COURSES PAVEMENT IMPROVEMENT** in accordance with the attached specifications that are to be considered an integral part of this proposal, which include the following sections – at the prices listed below:

COMPANY NAME:	D&J	Contractina	Inc	
			1	
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Section List

Instruction to Bidders (3 pages)	Consent of Surety – Sample (1 page)
Bid Proposal (9 pages)	Certificate of Insurance - Sample (4 pages)
Vendor Questionnaire (2 pages)	Statement of No Bid (1 page)
Contract Forms (9 Forms)	Specifications (29 pages)
Performance Bond (1 page)	Plan – Sanctuary Lake Golf Course Cart Path Rehabilitation (12 pages)
Labor & Materials Bond (1 page)	Plan – Sylvan Glen Golf Course Pro Shop Parking Lot Improvement (5 pages)
Maintenance &Guarantee Bond (2 pages)	
Public Act 57 (2 pages)	

PROPOSALS:

The undersigned, as bidder, declares that he/she having examined the 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 complete 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 bid Proposal is part.

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

The City of Troy is accepting proposals for Golf Courses Pavement Improvement.

The scope of this project is to furnish all materials, equipment, labor, and supervision to complete cart path rehabilitation at Sanctuary Lake Golf Course and pro shop parking lot improvement at Sylvan Glen Golf Course as specified, that include asphalt pavement and storm sewer improvement. Additional site work as indicated on drawings are included.

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.

Bid Proposal Golf Courses Pavement Improvement Page 2 of 9

Continued

Any additions to the scope of work will use the same unit pricing and specifications as outlined in this proposal.

PROPOSAL A - SANCTUARY LAKE GOLF COURSE CART PATH REHABILITATION

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
1	Culv, Rem, Less than 24 inch	1 Ea	\$ 500. \$	\$ 500.0
2	Dr Structure, Rem	2 Ea	\$ 500,00	\$ 1000.00
3	Pavement, Rem	1,521 Syd	\$ 15.00	\$ 22.815.00
4	Site Grading	1 LSUM	\$30,720.00	\$ 30,720 0
5	Erosion Control, Filter Bag	15 Ea	\$ 200.0	\$ 3,000.00
6	Erosion Control, Silt Fence	120 Ft	\$ 4.50	\$ 540.00
7	Aggregate Base, 21AA Limestone	604 Ton		\$ 39 260.00
8	Plastic Dr Structure, 24 inch dia	13 Ea	\$ 4,300.00	\$ 55, 900. 10
9	Dr Structure, Tap, 6 inch	16 Ea	\$ 300.0	\$ 4 800.00
10	HMA, 13A	240 Ton	\$ 365.00	\$ 87 600 00
11	PVC. 6 inch, SCH40	232 Ft	\$ 12.50	\$ 2,900 00
12	Turf Restoration	Included	N/C	N/C
13	Traffic Maintenance Control	Included	N/C	N/C

Proposal A Total: \$ 249,035.00

PROPOSAL B - SYLVAN GLEN GOLF COURSE PRO SHOP PARKING LOT IMPROVEMENT

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
1	Site Clearing	1 LSUM	\$13,000.00	\$ 13.000 .00
2	Culv, Rem, Less than 24 inch	1 Ea	\$ 500 %	\$ 500.76
3	Dr Structure, Rem	1 Ea	\$ 500 80	\$ 500.00
4	Pavement, Rem	102 Syd	\$ 26.50	\$ 2703.00
5	Site Grading	1 LSUM	\$ 13,000.0	\$ 13 000.00
6	Erosion Control, Filter Bag	2 Ea	\$ 200 50	\$ 400.00
7	Erosion Control, Silt Fence	500 Ft	\$ 450	\$ 2,250.00
8	Aggregate Base, 21AA Limestone	220 Ton	\$ 105.00	\$ 14,300.00
9	Plastic Dr Structure, 24 inch dia	1 Ea	\$ 4500.00	\$ 4.500-00
10	Dr Structure, Tap, 4 inch	1 Ea	\$ 300 70	\$ 300.00
11	Dr Structure, Tap, 6 inch	1 Ea	\$ 300 00	\$ 300.00
12	HMA, 13A	150 Ton	\$ 345.00	\$ 54 750.08
13	PVC. 6 inch, SCH40	100 Ft	\$ 12.50	\$ 1,250.5
14	DPW Structure Cover	1 Ea	\$	\$ 950.00
15	Turf Restoration	Included	N/C	N/C
16	Traffic Maintenance Control	Included	N/C	N/C

Proposal B	Total: \$108.703.00	
COMPANY NAME _	D&J Contracting Inc.	
	1/	

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INCENTIVE A \$10,000 offered if PROPOSAL A – SANCTUARY LAKE GOLF COURSE CART PATH REHABILITATION can be completed by November 30 th , 2024:
INCENTIVE B \$10,000 offered if PROPOSAL B – SYLVAN GLEN GOLF COURSE PRO SHOP PARKING LOT IMPROVEMENT can be completed by November 30 th , 2024:
UNIT PRICES: Unit prices prevail. The City of Troy Purchasing Department will correct all mathematical errors.
PREVAILING WAGE PROJECT: This is not a prevailing wage project.
SITE INSPECTION: Bidders should examine the sites to determine the amount of work to be done in accordance with the specifications. If a bidder does not make a site inspection, that bidder accepts full responsibility and risk for any errors or omissions in his/her bid proposal.
Sanctuary Lake Golf Course, 1450 E South Blvd: Contact Derick Marcum at 734-770-2255 or Nic Thommes at 248-310-5063 to arrange a site visit between the hours of 8:00 am - 3:00pm Monday through Friday. Sylvan Glen Golf Course, 5745 Rochester Road: Contact Trent Altieri at 219-680-9987 or Cameron Abrahamsson at 248-462-5896 to arrange a site visit between the hours of 8:00 am - 3:00pm Monday through Friday.
Our company visited the sites on 9-18-24
() Our company did not visit the sites.
PERMITS: All work performed must meet City and State Code. The Contractor shall obtain all applicable and required permits and arrange for inspections. Applicable permits may be obtained by going to the City of Troy Engineering Department located on the first floor of City Hall. All Permit fees will be waived.
DESIGNATED CITY REPRESENTATIVES: Sanctuary Lake Golf Course: Derick Marcum, General Manager and Nic Thommes, Superintendent, are the designated City representatives. Sylvan Glen Golf Course: Trent Altieri, General Manager, and Cameron Abrahamsson, Superintendent are the designated City representatives.
ADDITIONAL INFORMATION: For additional information or questions concerning this project please contact: Sanctuary Lake Golf Course: Derick Marcum at 734-770-2255 or dmarcum@golftroy.com; Nic Thommes at 248-310-5063 or nthommes@golftroy.com Sylvan Glen Golf Course: Trent Altieri at 219-680-9987 or taltieri@golftroy.com; Cameron Abrahamsson at 248-462-5896 or
cabrahamsson@golftrov.com

COMPANYNAME DI 7 CONTRACTING INC.

Bid Proposal Golf Courses Pavement Improvement Bid Proposal Golf Courses Pavement Improvement Page 4 of 9

ESTIMATED QUANTITIES:

Quantities stated are estimated and are not guaranteed. Quantities stated are made in good faith and will be used for award purposes. Quantities are based upon reasonable estimates, and the City of Troy will not be penalized for additions or deletions from the contract.

DOWNPAYMENTS AND PREPAYMENTS:

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

DELIVERY:

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

CONTACT INFORMA	TION:	•	0	/
Hours of operation:	7am-5AM	_24 Hr. Contact Phone No.	810-560-1694	<u>ر</u>

CONTRACT FORMS:

Bidders shall complete and sign 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.

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

MICHIGAN CONSTRUCTION LIEN ACT:

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

PUBLIC ACT 57:

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)].

SUBCONTRACTORS:

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council (see Instructions to Bidders - Specifications, Page 4 of 4).

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.

COMPANY NAME DEJ Contracting. Inc.

Bid Proposal Golf Courses Pavement Improvement Page 5 of 9

CONTRACT TERMINATION:

The City of Troy shall reserve the right to terminate the contract upon 30 days written notice due to poor performance. The City of Troy designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final. The City of Troy reserves the right to re-award the contract to the next low bidder or re-bid the contract.

TERMINATION FOR CONVENIENCE:

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

PROGRESS PAYMENTS:

The City of Troy will consider a progress payment schedule for work as completed in accordance with specifications (See Supplemental General Conditions, page 1 of 2). The Recreation Director or designated City representative will have final approval of the schedule as presented. No payments for work will be made until the designated City. ity al y. al

representative a payment, conse	approval of the schedule as presented. No payments for work will be made until the designated City approves the work as complete in accordance with specifications. Prior to release of the final ant of surety document (AIA Document G707) will be required and signed by the surety Company. It is reserved the right to reject the payment schedule if deemed necessary, and determine the final
	Proposed Payment Schedule: 7, 8, 0.
BOND SUBMI	ITTAL:
the City of Troy atwo-year Mainte business in Mich better by A. M. E (100%) of the coa certified copy of REFERENCES. The City of Troy	requires that your company list at least three (3) clients who have recently had similar work
performed by yo by completing th	our company. If you or your company has worked for the City of Troy in the past, please indicate le information below.
COMPANY: ADDRESS: PHONE: EMAIL:	City of Troy - Ferry drain Contact:
	Shenandoah Country Club Sloo Walnut Lake Rd West Bloomfield MI 48323 48-454-1945 CONTACT: Nick Johnson G.C. Superintendent njohnson @ Shenandoah cc. net
COMPANY: ADDRESS: PHONE: 5 EMAIL:	Morelli Construction 22756 macomb Industrial Dr. Clinton Twp MI 48036 580-468-0697 CONTACT: David moralli david@morelliinvestments.com

COMPANYNAME D& J Contracting, Inc

Bid Proposal Golf Courses Pavement Improvement Page 6 of 9

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. The successful bidder 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 shall commit to perform the contract in accordance with specifications.

COMPLETION SCHEDULE AND LIQUIDATED DAMAGES:

The work shall commence upon City Council Approval. A final construction schedule shall be developed by the contractor and shall be included in the bid response for reference by The City of Troy. The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. The contractor is required to start the project within ten (10) working days after notification to start work. The entire project must be completed by **April 7th**, **2025**.

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

\$500 per day every calendar day after final completion date that the project is not complete.

(X)	Our company can meet the completion date
()	Our company cannot meet the completion date but offers:

IMPORTANT INFORMATION:

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

COMPANY NAME D&J Contracting, Inc.

Bid Proposal Golf Courses Pavement Improvement Page 7 of 9

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE** and **ENDORSEMENT**. The required Insurance Certificate must be submitted, within five (5) business days of the verbal/ electronic request after the bid award. The Insurance Certificate may be faxed to the Purchasing Manager 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 <u>SHOULD</u> 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.

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

COMPANY NAME DEST Contracting, Inc.

Bid Proposal Golf Courses Pavement Improvement Page 8 of 9

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

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

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

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

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

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

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

COMPANY NAME D&J Contracting, Inc

Bid Proposal Golf Courses Pavement Improvement Page 9 of 9

SIGNATURE PAGE

PRICES: Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through project completion and final acceptance in accordance with the bid specifications.
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:
NOTE: The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and <u>is in receipt of all addenda as issued</u> .
TAX ID: 38-2806696
COMPANY: D&J Contracting Inc.
ADDRESS: 22750 Maromb Ind. Dr CITY: Clinton TWP STATE: M ZIP: 48036
PHONE: (586) 954-0008 FAX NUMBER: (586) 463-6130
REPRESENTATIVE NAME: Bradley Sanford
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: (Print)
PAYMENT TERMS:WARRANTY:
BID CHECK#: 4677400164 COMPLETION:
EMAIL: brad. Sanford @ sanko companies. Com
EXCEPTIONS: Any exceptions, substitutions, deviations, etc. from the City of Troy specifications and this bid proposal <u>must be stated</u> below. The reason for the exception(s), deviation(s), substitution(s) are an integral part of this bid offer:
I, Brakey Sanford , 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 the MITN website, www.bidnetdirectl/city-of-troy-mi and is an official copy of the Authorized Version.
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:
NOTE: The City of Troy, at their discretion, may require the bidder to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.
IMPORTANT: All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. <u>Please include a copy of any relevant MSDS at the time of bid</u>

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

submission.



Questionnaire Golf Courses Pavement Improvement Page 1 of 2

VENDOR QUESTIONNAIRE

RM NAME U ? J C	ntracting, Inc		
TABLISHED: March	, 1988 0	r 20 STAT	E: Michigan
PE OF ORGANIZATION: (Circ			
a. Indivi b. Partn			
C. Corpo	oration		
d. Joint			
e. Other	rlf appli	icable:	
RMER COMPANY NAME(\$)	80-1		
DIT Lawn and	Snow		
		•	V-000-
ase provide the following infor	mation and submit with your bid pro	posal:	
Number of years of experien	ce in this type of work:	10 + Year	s
			h itamiwad liat that ia
	f equipment to be used if awarde	d this bid (Attac	n itemized list that is
	f equipment to be used if awarde for identific	d this bid (Attac cation if more sp	pace is required):
	for identific	d this bid (Attac cation if more sp	pace is required):
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Questionnaire Golf Courses Pavement Improvement Page 2 of 2

5.	Key Personnel assigned to the project. Provide name, title	e and any certificates or degrees each
	individual has recieved. David Koback - Fresioent	
	Bradisy Santoro - Vice Presiden	
	The Georgicki	
	Tony Kazdagliae / Toreman	
6.	Name of your bank or other financial reference: First	- State Bank
	•	
7.	Provide a project schedule based on starting the wo "Notification to Proceed".	rk within ten (10) days after receiving
8.	Comments:	
	THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT	OF FACIS:
	Signature of Authorized Company Representative:	
	Company:	D'& J Contracting, Inc
	, ,	22750 Macomb Industrial D
	Address:	- Indiana Control of the Control of
		Chiston Tusp, M1 48036
	Phone Number:	586-954-0008
		Bradley Sanford
	Representative's Name:	(print)
		9/14/2021
	Date:	11-110004



Legal Status of Bidder:

e Bidder shall fill out the appropriate form and strike out the other two:	The E
whom DIT Contraction of the State of Michigan whom DIT Contraction of the State of Michigan whom DIT Contraction of Traction, the state of Vice President whose signature is affixed to this proposal, is duly authorized to execute contracts.	A cor for wh
partnership, all members of which, with addresses, are:	A par
INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL;	ΔΝ ΙΝΙΓ
INDIVIDUAL, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL.	AN INL



CITY OF TROY OAKLAND COUNTY, MICHIGAN NON-COLLUSION AFFIDAVIT

TO WHOM IT MAY CONCERN:

Pradley Sanford , being duly sworn deposed, says that he/she (Print Full Name)

is Vice President , 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 final of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

SIGNATURE OF PERSON SUBMITTING BID

SIGNATURE

Subscribed and sworn to before me this day of September , 2024 in and for County.

My commission expires:





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:
 - 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.

Name of Agency/Company/Firm (Please Brist)

Name and title of authorized representative (Please Print)

Signature of authorized representative

Date

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

G:\Purchasing Forms - Instructions\Certification regarding debarment (2).doc

MI am able to certify to the above statements.



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	D:J Contracting, Inc
Street Address	D:J Contracting, Inc 22750 macomb Industrial Dr
City	Cliston Township
State, Zip	Michigan, 48036
Corporate I.D. Number/State	38-2806696
Taxpayer I.D. #	

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.

G:\ BidLanguage_IranLinkedBusiness



<u>Proposer's Sworn and Notarized Familial Disclosure</u> (to be provided by the Proposer)

The undersigned, the owner or authorized officer of (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
and any member of the City of Troy City
Council or City of Troy management.
<u>List any Familial Relationships:</u>
By: Lowers of Ne
STATE BLOCKINGAN SS. COUNTY OF MCCOND COUNTY OF MCCOND This instrument was acknowledged before me on the 19th day of September, 2024, By Tan



City of Troy Oakland County, Michigan Contract Form

	= 19th day of September							
ARTICLES OF AGREEMENT, made and entered into this								
2024 by and between Di T Contracting Inc (Name)	of Claston Township, 1711 (City and State)							
herein after called the Contractor and the City of Troy, Tr	oy, Michigan hereinafter called the Owner,							
WITNESSETH, that the Contractor and the Owner for the	considerations hereinafter named, agree as follows:							
That all Contract Documents, as defined in the "General Conditions" and Bid Specifications ITB-COT 2 19, hereto attached or herein referred to shall be and are hereby made a part of the agreement at contract.								
The Contractor shall, under penalty of bonds submitted, furnish all labor, materials, and equipme necessary and perform all of the work as set forth in his/her Proposal in strict accordance with the specifications and other documents which have been made a part of this contract in the manner, time and place as therein set forth.								
3. In consideration whereof, the Owner agrees to attached Proposal, being the product of the unit pactually constructed, all in the time and manner a	o pay to the Contractor the amounts provided in the prices therein set forth, multiplied by the number of units as set forth in the Contract Documents.							
IN WITNESS whereof said parties have hereunto written.	set their hands and seals, the day and year first above							
Signature of Authorized Representative	Dist Contracting, Inc. Contractor (Company Name)							
Bradley Santoes Printed Name of Authorized Representative	Vice President Title of Authorized Representative							
WITNESS: Ton Trupico Signature of Witness	Printed Name of Witness							
APPROVED BY (THE OWNER, CITY OF TROY):								
Purchasing Manager – Emily Frontera								
City Manager								
Mayor – Ethan Baker	RESOLUTION NUMBER:							
APPROVED AS TO FORM AND LEGALITY:								
BY:City Attorney – Lori Grigg Bluhm	ATTEST: City Clerk – M. Alleen Dickson							

											Control Control																No.										
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Red Max Back Pack Blower EBZ7500	Sealcoat Machine w/ EconoPro Trailer	Caterpillar 416D Backhoe	Linelazer 3400	Mikasa MVC-77H Plate Compactor	10-Gal Melter/Applicator	Brush Tank 40x10x12	Linelazer 3400	Pusher Plow 2 of 2	Pusher Plow 1 of 2	8'-10' Western Plow	Split Channel Portable Asphalt Heater	10 Gallon Melter/Applicator for Crack F	Truss Boom - Telehandler	77" GP Bucket - JCB 212	Forks for WA95-3	Salt Dogg Electric Poly 2yd - Z101637	Salt Dogg Electric Poly 2yd - Z101637	Salt Dogg Electric Poly 2yd - Z101637	Salt Dogg Electric Poly 96"	Salt Dogg Electric Poly 96"	Salt Dogg Electric Poly 96"	Bradco Model 226 skid steer	H400 TRENCHER	410SX DITCH WITCH	STEEL STORAGE UNITS	icoup:_MACHINERY&EQUIPMENT	FORNITORE & FIXTORES		Office Partition Panels (3)	Hisense 17CE Refrigerator	ble/12 chairs		OFFICE FURNITURE -				
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1991 Tank trailer Boss 9! Super Plow 8'6" Boss Super Plow 8'6" Boss Super Plow	older 10ne system pier MFPM725	iroup: OFFICE EQUIPMENT	MACHINERY & EQUIPMENT *Less: Dispositions and Transfers Net MACHINERY & EQUIPMENT	2024 CAT 259D3 Compact Track Loade 12/27/23	SaltDogg 1.5 cu. yd. Poly Hopper Sprear	Concrete mixer	Stihl TS420:14" Cutquick Saw Baldor 5.0 HP Pressure Washer	BOSS Snowrator 24001	Pro 2000 Salt Spreader	Redmax Trimmer rmbcz260ts	Redmax Trimmer rmbcz260ts	Stihl Blower Pro stbr800x	CAT 12' Skid Steer Snow Plaw	Wideout UT Plow UTWO810	Graco Husky Pump 1.5" Model 1590	Redmax Blower 75.6cc rmebz8550	Stihl 20" Chainsaw STMS271-20	Stihl 20" Chainsaw STMS271-20	CAT Skid Steer Forks 48"
5/20/05 10/13/06 10/13/06 10/13/06 10/13/06 11/14/06	3/24/04 12/26/14 6/01/19 OFFICE EQUIPMENT =	; ; ;	EQUIPMENT nd Transfers EQUIPMENT	le 12/27/23	a: 10/27/23 0 11/08/23	6/23/23	6/19/23 6/22/23	10/21/22	10/20/22	4/27/22	4/27/22	4/27/22	12/14/21	10/26/21	9/02/21	5/18/21	6/04/21	5/27/21	4/26/21
420.00 3,475.00 3,254.00 3,379.00 3,345.00	1,413.98 6,608.69 4,668.97 12,691.64	Social Grant	989,690.64 7,314.00 982,376.64	92,444.00	5,787.08 815.62	944.00	1,632.38 2.423.96	17,846.48	7,011.90 7,011.90	208.84	208.84	635,99	4,489.10	8,448,26	1,550.57	1,717.04	580.75	527.76	1,022.90
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420.00 3,475.00 3,254.00 3,379.00 3,345.00	1,413.98 6,608.69 4,469.93 12,492.60	030,201.03	700,575.89 7,314.00	29.13 3,301.57	206,68	168.57	291.50 432 85	5,554.26	2,182.28 2.182.28	86.30	86.30	262.83	2,280.54	46,849.37	844.22	997.43	337.36	306.57	594.21
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	8'6" Boss Super Plow PJ. 14' Trailer w/ gate PJ. 2x Deck Trailer 8' SS Super Blade Boss 8Ft Super Duty Snow Plow Boss 10-ft snowplow system 14' Snow Plow Cargo Mate 6x10 Trailer Boss Snow Plow 9'2" w/ remote Boss Snow Plow 9'2" w/remote 1998 Freightliner FL80
10/08/15 10/08/15 10/08/15 10/18/16 12/15/16 7/24/17 9/26/17 1/05/18 3/19/18 3/19/18 6/08/18 3/19/18 6/08/18 10/15/18 12/17/18 12/17/18 12/17/18 12/27/19 7/22/19 7/22/19 7/22/19 12/20/19 9/27/19 12/20/19	11/14/06 4/12/10 4/27/11 1/10/11 11/29/11 11/11/14 8/05/14 8/05/14 3/11/15 10/16/15 10/16/15
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Not	Less: Dispositions and Transfers			Ne	*Less: Dispositions and Transfers		Western W29 Wideout XL Plow	2023 Ford Dump	2023 Ford F-250	2024 Weiland BWS 25ART Trailer	2005 Sterling LT9500 16 yd dump	Western Snow Plow	2022 Dodge RAM 2500 w/plow	2022 Dodge RAM 2500	2011 International 7400
Grand Total	nd Transfers	Grand Total	1	Net VEHICLES	d Transfers	VEHICLES	12/27/23	12/22/23	7/31/23	7/27/23	2/02/23	10/19/23	11/04/22	7/29/22	4/20/22
Not Grand Total 1 0// 823 75	190,235.08	2,135,058.83		921,039.07	182,921.08	1,103,960.15	10,747.02	92,040.60	51,861.94	56,022.80	57,375.00	12,205.60	66,729.18	68,259.18	34,937.50
0.00 c	0.00	0.00 c		0.00 c	0.00	0.00 c	0.00 c	0.00 c	0.00 c	0.00 c	0.00 c	0.00 c	0.00	0.00	0.00
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1.026.312.26	167,666.32	1,193,978.58		394,022.52	160,352.32	554,374.84	0.00	0.00	0.00	0.00	0.00	0.00	3,336.46	10,238.88	6,238.84
240,463,82	0.00	240,463.82		145,329.18	0.00	145,329.18	383.82	4,602.03	7,779.29	8,403.42	20,081.25	435.91	25,357.09	23,208.12	8,199.62
240,463,82 1,261,039.87 683,783.88	173,402.53	240,463.82 1,434,442.40 700,616.43		533,615.49	166,088.53	699,704.02	383.82	4,602.03	7,779.29	8,403.42	20,081.25	435.91	28,693.55	33,447.00	14,438.46
683,783.88	16,832,55	700,616.43		387,423.58	16,832.55	404,256.13	10,363.20 200DB	87,438.57 200DB	44,082.65 200DB	47,619,38 200DB	37,293.75 200DB	11,769.69 200DB	38,035.63 200DB	34,812.18 200DB	20,499.04 200DB
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CITY COUNCIL AGENDA ITEM

Date:

September 23, 2024

To:

Robert J. Bruner, Acting City Manager

From:

Rob Maleszyk, Chief Financial Officer

Kyle Vieth, Controller

Kurt Bovensiep, Public Works Director

Dennis E. Trantham, Deputy Public Works Director

Brian Goul, Recreation Director Emily Frontera, Purchasing Manager

Subject:

Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications - Golf

Course Pavement Improvements at Sanctuary Lake and Sylvan Glen Golf Courses

History

- Established in 2004 Sanctuary Lake is an 18- hole course, and offers four sets of tees ranging from 4,750 to 6,555 yards.
- Established in 1922 Sylvan Glen is a traditional tree lined golf course with 18 holes offering four sets of tees, ranging from 5,000 to 6,700 yards.
- In 2008, Billy Casper Golf (now TROON Golf) was awarded a management contract for Troy's two golf courses.
- Both courses require pavement improvements.
- The improvements at Sanctuary Lake are to replace sections of the golf cart paths that need to be improved due to wear and tear. No improvements have been done to the paths since the course was opened.
- The improvements at Sylvan Glen will create a larger space for golf course cart storage and
 increase the area that golfers drive the carts on to the course. It will also replace a broken pipe
 that occasionally causes the cart barn to flood.
- These improvements will increase the longevity of the courses and ensure the safety of the golfers.

Purchasing

On September 19, 2024, a bid opening was conducted as required by City Charter/Code for the pavement improvements at Sanctuary Lake and Sylvan Glen Golf Courses. The bid was posted on the MITN Purchasing Group website: www.bidnetdirect.com//city-of-troy-mi. Eleven hundred fifty-two (1152) vendors were notified via the MITN website; one (1) bid proposal was received. Below is a detailed summary of potential vendors:

Companies notified via MITN	1152
Troy Companies notified via MITN	22
Troy Companies - Active email Notification	22
Troy Companies - Active Free	0
Companies that viewed the bid	111
Troy Companies that viewed the bid	2

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.



CITY COUNCIL AGENDA ITEM

Purchasing continued

- *D & J Contracting, Inc. of Clinton Township, MI* is the sole bidder meeting specifications and is being recommended for award for both Proposal A and B.
- References were checked and experience verified, D & J Contracting has the ability to complete the project at specified.
- There is a \$10,000 bonus incentive per proposal if completed by November 30. This was added to ensure the job could be completed quickly so golf course operations are not affected for an extended time.

Financial

Funds are budgeted and available in the Sanctuary Lake Golf Course Capital Land Improvements Various Fund under Project Number 2025C0071 and in the Sylvan Glen Golf Course Capital Land Improvements Various Fund under Project Number 2025C0073 for the 2025 Fiscal Year. Expenditures will be charged to account number 585.768.974.130 for Sanctuary Lake Golf Course and 584.788.974.130 for Sylvan Glen Golf Course.

Golf Course	Project#	Cost	Budget
Sanctuary Lake	2025C0071	\$249,035.00	\$300,000
Sylvan Glen	2025C0073	\$108,703.00	\$200,000
Bonus Incentive		\$ 20,000.00	
Total Bid Amount		\$377,738.00	
20% Contingency		\$ 75,550.00	
Estimated Grand Total		<u>\$453,288.00</u>	\$500,000

Recommendation

City Management recommends awarding a contract for the pavement improvements at Sanctuary Lake and Sylvan Glen Golf Courses to sole bidder meeting specifications, *D & J Contracting, Inc. of Clinton Township, MI.* for an estimated cost of \$377,738.00 plus a 20% contingency, at unit prices contained in the bid tabulation opened September 19, 2024; not to exceed budgetary limitations.

CITY OF TROY BID TABULATION GOLF COURSES PAVEMENT IMPROVEMENT

 VENDOR NAME:
 D & J Contracting, Inc.

 CITY:
 Clinton Twp, MI

 CHECK AMOUNT:
 \$5,000.00

 CHECK #
 4677400164

		CHECK AMOUNT:			
			CHECK#		4677400164
GOLF	COURSE PAVEMENT IMPROVEMENT AT SANC	TUARY LAKE AND	SYLVAN GLEN GOI	LF COURSES	
ITEM		EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE
PROP	OSAL A: SANCTUARY LAKE GOLF COURSE CART F	PATH REHABILITATION	NC		
1	Culv, Rem, Less than 24 inch	1 1	Each	\$500.00	\$500.00
2	Dr Structure, Rem	2	Each	\$500.00	\$1,000.00
3	Pavement, Rem	1,521	Syd	\$15.00	\$22,815.00
4	Site Grading	1	LSUM	\$30,720.00	\$30,720.00
5	Erosion Control, Filter Bag	15	Each	\$200.00	\$3,000.00
6	Erosion Control, Silt Fence	120	Ft	\$4.50	\$540.00
7	Aggregate Base, 21AA Limestone	604	Ton	\$65.00	\$39,260.00
8	Plastic Dr Structure, 24 inch dia	13	Each	\$4,300.00	\$55,900.00
9	Dr Structure, Tap, 6 inch	16	Each	\$300.00	\$4,800.00
10	HMA, 13A	240	Ton	\$365.00	\$87,600.00
11	PVC. 6 inch, SCH40	232	Ft	\$12.50	\$2,900.00
12	Turf Restoration	In	cluded	`	N/C
13	Traffic Maintenance Control	In	cluded		N/C
	Proposal A Total:				\$249,035.00
ROP	SAL B: SYLVAN GLEN GOLF COURSE PRO SHOP	PARKING LOT IMPRO	OVEMENT		
1	Site Clearing	1 1	LSUM	\$13,000.00	\$13,000.00
2	Culv, Rem, Less than 24 inch	1	Each	\$500.00	\$500.00
	Dr Structure, Rem	1	Each	\$500.00	\$500.00
	Pavement, Rem	102	Syd	\$26.50	\$2,703.00
~	Site Grading	1	LSUM	\$13,000.00	\$13,000.00
	Erosion Control, Filter Bag	2	Each	\$200.00	\$400.00
	Erosion Control, Silt Fence	500	Ft	\$4.50	\$2,250.00
	Aggregate Base, 21AA Limestone	220	Ton	\$65.00	\$14,300.00
	Plastic Dr Structure, 24 inch dia	1	Each	\$4,500.00	\$4,500.00
	Dr Structure, Tap, 4 inch	1	Each	\$300.00	\$300.00
_	Dr Structure, Tap, 6 inch	1	Each	\$300.00	\$300.00
	HMA, 13A	150	Ton	\$365.00	\$54,750.00
13	PVC. 6 inch, SCH40	100	Ft	\$12.50	\$1,250.00
	DPW Structure Cover	1	Each	V.12.00	\$950.00
15	Turf Restoration		luded		N/C
16	Traffic Maintenance Control	~~	luded		N/C
	Proposal B Total:				\$108,703.00
	Proposal Total A &	В:			\$357,738.00
ncenti	/e A: Proposal A Sanctuary Lake Golf Course Cart Path can be	completed by Nov 30, 2	124		10,000.00
	ve B: Proposal B Sylvan Glen Golf Course Pro Shop Parking Lo				10,000.00
	GRAND TOTAL - PROPOSAL A, E				377,738.00
**************************************	Site Inspections:		(OD N	•	
	Hrs. of Operation:	'	OR N		7 AM 5 DM
	24 Hr. Contact Phone Number:				7 AM- 5 PM
	Proposed Payment Schedule:				310-560-1694
	References:	,	(OD N		TBD
	Ability to meet completion date:		ORN		Y
	Insurance:		ORN		Y
		Υ	OR N		Υ Υ
	Payment Terms:		ļ		Not Specified
	Warranty:			<u> </u>	Not Specified
	Completion:				Υ
	Exceptions:				None
	Acknowledgement:		ORN		Υ
	Signed Vendor Questionnaire:	Υ	ORN		Υ
	Forms:	Y	ORN [Υ

Attest:

(*Bid Opening conducted via a Zoom Meeting)

Brian Goul
Dina Gates
Emily Frontera
Andrew Chambliss
Nellie Bert

Emily Frontera Purchasing Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/19/2024

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

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

C	ertificate does not confer rights to the c	ertifi	cate l	holder in lieu of such endor					
	DUCER				CONTACT NAME: CLIENT CONTACT CENTER				
	ERATED MUTUAL INSURANCE COMPA ME OFFICE: P.O. BOX 328	ANY			PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664				
	ATONNA, MN 55060				E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM				
							FFORDING COVERAGE	NA	IC#
								935	
INSU	RED				INSURER B: F	EDERATED SE	RVICE INSURANCE COMP	ANY 283	304
D &	J CONTRACTING, INC.				INSURER C:				
	50 MACOMB INDUSTRIAL DR				INSURER D:				
CLINTON TWP, MI 48036-1137									
					INSURER E:				
COV/	RAGES CERTI	EICA	TE NI	UMBER: 50	INSURER F.	DF	VISION NUMBER: 0		
	IS IS TO CERTIFY THAT THE POLICIES OF				I ISSUED TO TH			PERIOD INDICAT	ΓFD.
NO IS	DIWITHSTANDING ANY REQUIREMENT, TE SUED OR MAY PERTAIN, THE INSURANCE ICH POLICIES. LIMITS SHOWN MAY HAVE E	RM C	R CO	NDITION OF ANY CONTRACT BY THE POLICIES DESCRIB	OR OTHER DO	CUMENT WITH	RESPECT TO WHICH THIS CI	RTIFICATE MAY	' BE
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	8	
 	X COMMERCIAL GENERAL LIABILITY		<u></u>				EACH OCCURRENCE	\$1,0	000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES	\$	100,000
	A SOOK						(Ea occurrence) MED EXP (Any one person)		LUDED
В		Υ	N	1902019	08/01/2024	08/01/2025	PERSONAL & ADV INJURY		000.000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE		000,000
	X POLICY PRO-						PRODUCTS & COMP/OP ACC	\$2,0	000,000
	OTHER:								
	AUTOMOBILE LIABILITY	 					COMBINED SINGLE LIMIT (Ea accident)	\$1.0	000,000
					08/01/2024		BODILY INJURY (Per Person)	41,1	
_	X ANY AUTO	Y	N	1000010		08/01/2025			
В	OWNED AUTOS ONLY SCHEDULED AUTOS	1	1902019	1902019	00/01/2024	00/01/2020	BODILY INJURY (Per Accident)	Annual forty extension	
	HIRED AUTOS OWNLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per Accident)		
				,					
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	<u> </u>	000,000
В	EXCESS LIAB CLAIMS-MADE	N N		1902021	08/01/2024	08/01/2025	AGGREGATE	\$5,0	000,000
	DED RETENTION								\longrightarrow
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY YIN							X PER STATUTE OTHER		
۱,	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A N	1902020	08/01/2024	08/01/2025	E.L EACH ACCIDENT	\$1,0	000,000	
l ^	(Mandatory in NH) If yes, describe under	'''	"	1002020	00/01/2024	00/01/2020	E.L DISEASE EA EMPLOYEE	\$1,0	000,000
	DESCRIPTION OF OPERATIONS below						E.L DISEASE · POLICY LIMIT	\$1,0	000,000
									l
	RIPTION OF OPERATIONS / LOCATIONS / VEHICLES	S (ACC	RD 101	, Additional Remarks Schedule, may	be attached if more	space is required)			
SEE	ATTACHED PAGE								
CEI	TIFICATE HOLDER				CANCELLAT	ION			
	Y OF TROY			50 0			They recommend they	NEC DE CANA	251155
500	W BIG BEAVER RD			30 0	I SHOOD A		ABOVE DESCRIBED POLICE		
TRO	DY, MI 48084-5254				1		DATE THEREOF, NOTICE V POLICY PROVISIONS.	ILL DE DELIVE	IVED III
					AUTHORIZED RI	EPRESENTATIVE			
				•) / / / / /		
						λ	Inhola R. Loever		



AGENCY CUSTOMER ID:			
		 	-

LOC #:

ADDITIONAL REMARKS SCHEDULE

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AGENCY FEDERATED MUTUAL INSURANCE COMP.	ANY	NAMED INSURED D & J CONTRACTING, INC. 22750 MACOMB INDUSTRIAL DR			
POLICY NUMBER SEE CERTIFICATE # 50.0		CLINTON TWP, MI 48036-1137			
CARRIER SEE CERTIFICATE # 50.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 50.0			
ADDITIONAL REMARKS					

CEL CELLIN IONE II COLO
ADDITIONAL REMARKS
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY. INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION. FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

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

- A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
 - Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.
 - In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.
- C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.
- D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
 - 1. To "loss" which occurs prior to the date of your contract with such person or organization;
 - 2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
 - 3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

CA-F-127 (03-03)

Policy Number: 1902019

Transaction Effective Date: 08/01/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

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

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Supervisory, inspection, architectural or engineering activities.

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

- 2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

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

- 1. Required by the contract or agreement you have entered into with the additional insured;
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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