

J-4 Standard Purchasing Resolutions:

a) Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Pool Repairs – Troy Family Aquatic Center (TFAC) and Budget Amendment

Resolution #2015-01-010

Moved by Slater

Seconded by Hodorek

RESOLVED, That Troy City Council hereby **AWARDS** a contract to furnish all labor, materials, and equipment to completely tear off existing layers of marcite and re-marcite the Main, Kiddie, Slide, and Raindrop Pools at the Troy Family Aquatic Center to the low bidder meeting specifications, *SonSeeker Pool Masonry LLC of Grand Rapids, MI*, for an estimated total cost of \$140,257.50, at prices contained in the bid tabulation opened December 4, 2014, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** amending the budget for the Aquatic Center Capital Expenditures from \$82,910.00 to \$140,257.50.

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

Yes: All-7

No: None

PURCHASE ORDER

No. 2015-00001468
 DATE: 01/15/2015
 PAGE: 1 of 1
 FOB DESTINATION

Ship To

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

Bill To

CITY OF TROY
 Aquatic Center
 3179 LIVERNOIS
 TROY, MI 48083

COUNCIL RESOLUTION
 2015-01-010

VENDOR NO. 169245

Vendor

SONSEEKER POOL MASONRY LLC
 2413 EAGLE DRIVE
 HOLLAND, MI 49424

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	Each	Complete marcite tear off, remarcite, and tile repair of 4 pools . Furnish all equipment, material and labor for a complete marcite tear off, remarcite, re-grout tiles in the pools, and repair tiles as needed around the pools at the Troy Family Aquatic Center. All work to be performed in accordance with bid specifications and your accepted proposal. Itemized pricing information is attached to this purchase order.	140,257.5000	\$140,257.50

Entered By: Enna Bachelor

\$140,257.50

Special Instructions:


Deliver as per bid specifications of ITB-COT14-39. Contact Brian Goul, Assistant Director at 248.524.3529 prior to beginning work. All work must commence and be completed between April 15 and May 13, 2015. Acceptable insurance certificate required to be on file prior to commencing work. CITY COUNCIL APPROVAL DATE 01/12/2015.

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.



ITB-COT 14-39
 PURCHASE ORDER 2015-00001468
 POOL REPAIRS

ITB-COT 14-39
 Page 1 of 2

VENDOR NAME:	SonSeeker Pool Masonry LLC
	Byron Center, MI
Check #	883287
Amount	\$5,000.00

PROPOSAL: *Furnish all equipment, material and labor for a complete marcite tear off, remarkite, re-grout tile in the pools, and repair tiles as needed around the pool at the City of Troy Family Aquatic Center*

POOL #1: Furnish all labor, materials, and equipment to have the **Main Pool** marcite completely torn off, re-marcited, blue tile on bottom of pool regouted, and blue tile area along wall torn off and replaced with marcite

Complete for the Sum Of	\$102,010.50
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POOL #2: Furnish all labor, materials, and equipment to have the **Kiddy Pool** marcite completely torn off, re-marcited, and blue tile on wall torn off and replaced with marcite in accordance with the attached

Complete for the Sum Of	\$12,799.00
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POOL # 3: Furnish all labor, materials, and equipment to have the **Slide Pool** marcite completely torn off, re-marcited, and blue tiles above gutter re-grouted in accordance with the attached specifications.

Complete for the Sum Of	\$11,728.00
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POOL # 4: Furnish all labor, materials, and equipment to have the **Raindrop Pool** marcite completely torn off, re-marcited, and white tile torn out and replaced with marcite in accordance with the attached

Complete for the Sum Of	\$13,720.00
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Deck Tile Repair: Furnish all labor, materials, and equipment to have the **Deck Tile** put back down and re-grouted as needed in accordance with the attached specifications.

Amount Per Square Foot	\$25.00
COMPLETE FOR THE SUM OF:	

GRAND TOTAL COST:	\$140,257.50
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CONTACT INFORMATION:	Hours	8-5 M-F
	24Hr Phone Number	616-648-4772
	Contact Person	Brian Malone

SITE INSPECTION:	Yes or No	yes
	Date	December 1, 2014

REFERENCES:	Yes or No	yes
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PROGRESS PAYMENTS:	prep complete 25% - material on site 25% - full payment upon completion
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COMPLETION DATE:	Yes or No	yes
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ITB-COT 14-39
PURCHASE ORDER 2015-00001468
POOL REPAIRS

ITB-COT 14-39
Page 2 of 2

	But offers	
INSURANCE:	Can Meet	xx
	Cannot Meet	
SIGNATURE PAGE:	Yes or No	yes
PAYMENT TERMS:		NONE
WARRANTY:		2 yrs from completion
EXCEPTIONS:	Yes or No	blank
SCHEDULE OF VALUES:	Attached	yes
BIDDER QUESTIONNAIRE:	Attached	yes
FORMS:		4

Opening Date -- 12/4/2014
 Date Reviewed -- 12/4/2014

CITY OF TROY
 BID TABULATION
 POOL REPAIRS

VENDOR NAME:	SonSeeker Pool Masonry, LLC	Clearwater Pools and Service of Ann Arbor, Inc.	
	Grand Rapids. MI	Ann Arbor, MI	
	Check # 883287	824867	
Amount	\$5,000.00	\$5,000.00	

PROPOSAL: Furnish all equipment, material and labor for a complete marcite tear off, remarcite, re-grout tile in the pools, and repair tiles as needed around the pool at the City of Troy Family Aquatic Center

POOL #1: Furnish all labor, materials, and equipment to have the **Main Pool** marcite completely torn off, re-marcited, blue tile on bottom of pool regROUTED, and blue tile area along wall torn off and replaced with marcite in accordance with

Complete for the Sum of:	\$102,010.50	\$118,995.00	
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POOL #2: Furnish all labor, materials, and equipment to have the **Kiddy Pool** marcite completely torn off, re-marcited, and blue tile on wall torn off and replaced with marcite in accordance with the attached specifications

Complete for the Sum of:	\$12,799.00	\$11,995.00	
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POOL # 3: Furnish all labor, materials, and equipment to have the **Slide Pool** marcite completely torn off, re-marcited, and blue tiles above gutter re-grouted in accordance with the attached specifications.

Complete for the Sum of:	\$11,728.00	\$8,995.00	
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POOL # 4: Furnish all labor, materials, and equipment to have the **Raindrop Pool** marcite completely torn off, re-marcited, and white tile torn out and replaced with marcite in accordance with the attached specifications

Complete for the Sum of:	\$13,720.00	\$9,995.00	
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Deck Tile Repair: Furnish all labor, materials, and equipment to have the **Deck Tile** put back down and re-grouted as needed in accordance with the attached specifications.

Amount Per Square Foot:	\$25.00	\$10.00	
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COMPLETE FOR THE SUM OF:

GRAND TOTAL COST:	\$140,257.50	\$149,980.00	
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CONTACT INFORMATION:	Hours	8-5 M-F	7am-9pm
	24Hr Phone Number	616-648-4772	734-216-2503
	Contact Person	Brian Malone	Jeff Erkrantz

SITE INSPECTION:	Yes or No	yes	yes
	Date	December 1, 2014	11/19/2014

REFERENCES:	Yes or No	yes	yes
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PROGRESS PAYMENTS:	prep complete 25% - material on site 25% - full payment upon completion	50% deposit dumpsters and product delivered/balance billed net 15	
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COMPLETION DATE:	Yes or No	yes	no
	But offers:		start date 3/15/15, completion 5/13/15

CITY OF TROY
 BID TABULATION
 POOL REPAIRS

	SonSeeker Pool Masonry, LLC	Clearwater Pools and Service of Ann Arbor, Inc.	
VENDOR NAME:	Grand Rapids, MI	Ann Arbor, MI	
INSURANCE:	Can Meet xx	xx	
	Cannot Meet		
SIGNATURE PAGE:	Yes or No yes	yes	
PAYMENT TERMS:	NONE	blank	
WARRANTY:	2 yrs from completion	2 years chipping-spalling	
EXCEPTIONS:	Yes or No blank	Pools finish to be Sunstone Blue Quartz - comparable product	
SCHEDULE OF VALUES:	Attached yes	yes	
BIDDER QUESTIONNAIRE:	Attached yes	yes	
FORMS:	yes	yes	

DENOTES LOW BIDDER MEETING SPECIFICATIONS

ATTEST:

Enna Bachelor

Susan Riesterer

Sara Teets



 MaryBeth Murz,
 Purchasing Manager

Opening Date -- 12/4/2014
 Date Reviewed -- 12/4/2014

CITY OF TROY
 BID TABULATION
 POOL REPAIRS

VENDOR NAME:	SonSeeker Pool Masonry, LLC	Clearwater Pools and Service of Ann Arbor, Inc.	
	Grand Rapids, MI	Ann Arbor, MI	
Check #	883287	824867	
Amount	\$5,000.00	\$5,000.00	

PROPOSAL: Furnish all equipment, material and labor for a complete marcite tear off, remarcite, re-grout tile in the pools, and repair tiles as needed around the pool at the City of Troy Family Aquatic Center

POOL #1: Furnish all labor, materials, and equipment to have the Main Pool marcite completely torn off, re-marcited, blue tile on bottom of pool regouted, and blue tile area along wall torn off and replaced with marcite in accordance with

Complete for the Sum of:

\$102,010.50	\$118,995.00	
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POOL #2: Furnish all labor, materials, and equipment to have the Kiddy Pool marcite completely torn off, re-marcited, and blue tile on wall torn off and replaced with marcite in accordance with the attached specifications

Complete for the Sum of:

\$12,799.00	\$11,995.00	
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POOL #3: Furnish all labor, materials, and equipment to have the Slide Pool marcite completely torn off, re-marcited, and blue tiles above gutter re-grouted in accordance with the attached specifications.

Complete for the Sum of:

\$11,728.00	\$8,995.00	
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POOL #4: Furnish all labor, materials, and equipment to have the Raindrop Pool marcite completely torn off, re-marcited, and white tile torn out and replaced with marcite in accordance with the attached specifications

Complete for the Sum of:

\$13,720.00	\$9,995.00	
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Deck Tile Repair: Furnish all labor, materials, and equipment to have the Deck Tile put back down and re-grouted as needed in accordance with the attached specifications.

Amount Per Square Foot:

\$25.00	\$10.00	
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COMPLETE FOR THE SUM OF:

GRAND TOTAL COST:

\$140,257.50	\$149,980.00	
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CONTACT INFORMATION:

Hours
 24Hr Phone Number
 Contact Person

8-5 M-F	7am-9pm	
616-648-4772	734-216-2503	
Brian Malone	Jeff Erkfriz	

SITE INSPECTION:

Yes or No
 Date

yes	yes	
December 1, 2014	11/19/2014	

REFERENCES:

Yes or No

yes	yes	
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PROGRESS PAYMENTS:

prep complete 25% - material on site 25% - full payment upon completion	50% deposit dumpsters and product delivered/balance billed net 15	
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COMPLETION DATE:

Yes or No

yes	no	
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But offers:

start date 3/15/15, completion 5/13/15		
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CITY OF TROY
 BID TABULATION
 POOL REPAIRS

VENDOR NAME:		SonSeeker Pool Masonry, LLC	Clearwater Pools and Service of Ann Arbor, Inc.	
		Grand Rapids, MI	Ann Arbor, MI	
INSURANCE:	Can Meet	xx	xx	
	Cannot Meet			
SIGNATURE PAGE:	Yes or No	yes	yes	
PAYMENT TERMS:		NONE	blank	
WARRANTY:		2 yrs from completion	2 years chipping-spalling	
EXCEPTIONS:	Yes or No	blank	Pools finish to be Sunstone Blue Quartz - comparable product	
SCHEDULE OF VALUES:	Attached	yes	yes	
BIDDER QUESTIONNAIRE:	Attached	yes	yes	
FORMS:		yes	yes	

DENOTES LOW BIDDER MEETING SPECIFICATIONS

ATTEST:

Enna Bachelor

Susan Riesterer

Sara Teets



MaryBeth Murz,
 Purchasing Manager

SonSeeker Pool Masonry - Work Reference Sheet: 2014

Builders Names

Vendors / Suppliers

1. Spear Corporation
Contact Name: Sam Blake

Ph. # 765-522-1126
2. Aquatic Source
Contact Name: Nick

Ph. # 248-921-1340
3. Neuman Pools
Contact Name: Gary

Ph. # 920-210-4237
4. Nierman Pools
Contact Name: Lee

Ph. # 260-740-9600
5. B & B Pools
Contact Name: Dane

Ph. # 313-418-8624

6. SCP – Regional MGR
Contact Name: Dave

Ph. # 248-515-7303
7. SCP – Store Manager
Contact Name: Jeff

Ph. # 586-615-7760
8. AAA Pools - Owner
Contact Name: Jerry

Ph. # 248-974-5937
9. Wet Edge - Owner
Contact Name: Loren

Ph. # 623-293-7980
10. Hammersmith - Equipment
Contact Name: Brad

Ph. # 616-452-2452

Sincerely,



Brian J Malone
Owner / President
SonSeeker Pool Masonry, LLC

TILE & COPING
PLASTERING
PEBBLE
RENOVATIONS

PO Box 9207 - WYOMING, MICHIGAN 49509



CITY OF TROY
BID PROPOSAL

ITB-COT 14-39
PAGE 1 OF 7

The undersigned proposes to **FURNISH ALL EQUIPMENT, MATERIAL AND LABOR FOR A COMPLETE MARCITE TEAR OFF, RE-MARCITE, RE-GROUT TILES IN THE POOLS, AND REPAIR TILES AS NEEDED AROUND THE POOL AT THE AT THE CITY OF TROY FAMILY AQUATIC CENTER POOLS** in accordance with the attached specifications, which are to be considered an integral part of this proposal, at the following prices:

COMPANY NAME: SONSEEKER POOL MASONRY

The document contains the following sections:

Instructions to bidders (3 pages)	Contract Form (1 page)
Bid Proposal (7 pages)	Contractor's Affidavit (1 page)
Schedule of Values (1 page)	Contractor's Declaration (1 page)
Bidder Questionnaire (1 page)	Final Waiver of Lien (1 page)
Legal Status of Bidder (1 page)	General Specifications (3 pages)
Non-Collusion Affidavit (1 page)	Public Act 57 (2 pages)
Debarment Certification (1 page)	Sample Insurance Certificate (1 page)
Iran-Linked Business Certification (1 page)	Statement of No Bid (1 page)

PROPOSAL: Re-marcite and Re-tile the Pools at the Troy Family Aquatic Center

POOL #1: Furnish all labor, materials, and equipment to have the **Main Pool** marcite completely torn off, re-marcited, blue tile on bottom of pool regouted, and blue tile area along wall torn off and replaced with marcite in accordance with the attached specifications

COMPLETE FOR THE SUM OF: \$ 102,010⁵⁰

POOL #2: Furnish all labor, materials, and equipment to have the **Kiddy Pool** marcite completely torn off, re-marcited, and blue tile on wall torn off and replaced with marcite in accordance with the attached specifications

COMPLETE FOR THE SUM OF: \$ 12,799⁰⁰

POOL # 3: Furnish all labor, materials, and equipment to have the **Slide Pool** marcite completely torn off, re-marcited, and blue tiles above gutter re-grouted in accordance with the attached specifications.

COMPLETE FOR THE SUM OF: \$ 11,728⁰⁰

POOL # 4: Furnish all labor, materials, and equipment to have the **Raindrop Pool** marcite completely torn off, re-marcited, and white tile torn out and replaced with marcite in accordance with the attached specifications

COMPLETE FOR THE SUM OF: \$ 13,720⁰⁰

Deck Tile Repair: Furnish all labor, materials, and equipment to have the **Deck Tile** put back down and re-grouted as needed in accordance with the attached specifications.

AMOUNT PER SQUARE FOOT \$ 25⁰⁰

GRAND TOTAL FOR ALL REPAIRS \$ 140,257⁵⁰

SCHEDULE OF VALUES: The City of Troy may be required to add or delete work due to unforeseen circumstances. Therefore, a unit price schedule shall be attached to your bid document at the time of submission which indicates unit prices for all items to be used during the course of the project.

A SCHEDULE OF VALUES FORM IS ATTACHED AND MUST BE COMPLETED AND RETURNED WITH THE BID AT THE TIME OF SUBMISSION.

NOTE: All items of work noted in the specifications that are not specifically noted in the proposal shall be considered as included in the contract and shall be constructed at no extra cost to the City of Troy.

ADDITIONAL INFORMATION: For additional information or questions concerning this project please contact: **Kelly Molinar, Recreation Supervisor at (248) 524-3484.**

CONTACT INFORMATION: Hours of Operation: 8-5 (M-F)
24 Hr Phone Number: 616-698-4772 Contact Person BRIAN MALONE

SITE INSPECTION:

All bidders should examine the site 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. Contact **Kelly Molinar or Brian Goul at (248) 524-3484** to schedule an appointment between the hours of 8:00 am - 4:00 pm, Monday through Friday.

Our company visited the site on DECEMBER 1, 2014

Our company did not visit the site.

COMPANY NAME: SON SEEKER

REFERENCES:

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

COMPANY: - SEE ATTACHED DOCUMENT -
ADDRESS: _____
PHONE: _____ **CONTACT:** _____
EMAIL: _____

COMPANY: _____
ADDRESS: _____
PHONE: _____ **CONTACT:** _____
EMAIL: _____

COMPANY: _____
ADDRESS: _____
PHONE: _____ **CONTACT:** _____
EMAIL: _____

COMPANY: _____
ADDRESS: _____
PHONE: _____ **CONTACT:** _____
EMAIL: _____

COMPANY: _____
ADDRESS: _____
PHONE: _____ **CONTACT:** _____
EMAIL: _____

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

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

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

Proposed Payment Schedule: 25% - MATERIAL ON SITE 25% - FULL PAYMENT UPON COMPLETION

COMPANY NAME: SONSEEKER

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

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

COMPLETION DATE: Once the Contractor moves supplies and materials to the work site, work shall commence and be completed between **April 15 and May 13, 2015.**

The City of Troy is the only party to this contract that may authorize amendment to this schedule.

Our Company can meet this delivery / installation schedule

Our company cannot meet this delivery / installation schedule but offers: _____

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

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

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

DELIVERY: All materials are to be F.O.B. delivered freight paid, to City of Troy- Troy Family Aquatic Center, 3425 Civic Center Dr., Troy, MI 48084 - **Please call Kelly Molinar, Recreation Supervisor at (248) 524-3484** prior to delivery of any materials to the installation site.

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

DESIGNATED CITY REPRESENTATIVE: Kelly Molinar, Recreation Supervisor is the designated City Representative for this project.

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

COMPANY NAME: SONSEEKER

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

SUBCONTRACTORS: The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council. It will be the successful bidder's responsibility to ensure that any subcontractor performing work on this project is capable of doing the work as specified. The designated City representative retains the right to evaluate the work performed by or on behalf of the successful bidder and reserves the right to reject any work performed that is not in accordance with the specifications or is considered to be poor workmanship. Payment will not be made until the successful bidder has corrected any deficiencies found to the satisfaction of the designated City representative.

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

INSURANCE: Insurance Requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE**. The required Insurance Certificate must be submitted to the Purchasing Department, within 5 days of the verbal/ electronic request. The bid cannot be completely awarded without this Insurance Certificate. The Insurance Certificate may be faxed to **(248) 248.619.7608**, and is the only bid document accepted in this format.

- 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 bid proposal is reduced by \$ _____ if we lower the requirements to \$ _____.

Note: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

COMPANY NAME: SONSEEKER

IMPORTANT: A Certificate of Insurance on an ACORD Form showing present coverage or a letter from your insurance agent or carrier that the insurance to be supplied will meet specifications SHOULD be attached to the bid proposal document at the time of submission of the bid 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 bid 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 that details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

Letter Verification: If not submitted with the bid documents as requested, the successful bidder will be notified to submit a letter from their *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the successful 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 of Troy will provide verbal / electronic notification to submit within (5) five days an insurance certificate in accordance with specifications, if not previously submitted and approved. 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 debarred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.


COMPANY NAME: _____

SONSEEKER

SIGNATURE PAGE

PRICES: Prices quoted shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder (s) whose prices are to remain firm for the enter contract period.

The contract contains an option to renew for two additional years through mutual consent, within 90 days of contract termination under the same pricing structure, 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 being issued.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

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

COMPANY SONSEEKER POOL MASONRY
ADDRESS 7590 CLYDE PARK CITY BYRON CENTER STATE MI ZIP 49315
PHONE NUMBER (616) 531-9999 FAX NUMBER (616) 588-5909

COMPANY REPRESENTATIVE'S NAME: BRIAN J MALONE
(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: 

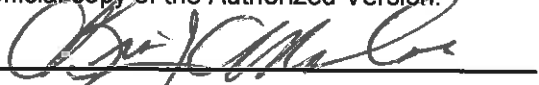
TERMS: NONE WARRANTY: 2 YRS FROM COMPLETION

Please check, if P-cards are an accepted form of payment.

DELIVERY: _____ E-MAIL: SONSEEKER@ATT.NET

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

ACKNOWLEDGEMENT: I, BRIAN MALONE, certify that I have read the *Instructions to Bidders* (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mtn.info 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(s) 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. Please include a copy of any relevant MSDS at the time of bid submission.

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



SCHEDULE OF VALUES

Your company **MUST** complete this form.

Supply List	Unit Cost
BOND COAT - DELMACOTE	\$ 50 ⁰⁰ BAG
LUNA QUARTZ MARTINIQUE	\$ 30 ⁰⁰ BAG
MURIATIC ACID	\$ 30 CASE
	\$

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

ADDITIONAL MATERIALS:	UNIT PRICE
TILE - 2" X 2"	\$ 10 ⁰⁰ FT ²
CRACK REPAIR PER LN FT (LINER FOOT)	\$ 50 ⁰⁰ LN FT
	\$
LABOR:	
MAN HR	\$ 55 ⁰⁰ HR
	\$
	\$
EQUIPMENT:	
	\$
	\$

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

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

COMPANY NAME: SONSEEKER



BIDDER QUESTIONNAIRE

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

- 1. Your company has been in business since NOV 5 - 2003 (years) (11 yrs)
- 2. Has your company been in Chapter 7 during the last ten (10) years?
() Yes When: _____ No
- 3. How many years of experience do you have in doing re-marcing work? 25 Years
- 4. Our Company has completed 130 re-marcing projects in the last year.
- 5. If applicable, list all proposed subcontractors to be used in the performance of this contract and the work to be performed by each. Include a complete list and references of all subcontractors and sub-subcontracts.
N/A

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

TITLE	NAME	TRADE	EXPERIENCE / YEARS
OWNER	BRIAN MALONE	MASON	30 YRS
FORMAN	MITCH	POOL PLASTER	17 YRS

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative:

Company:

SONSEEKER

Address:

7590 CLYDE PARK
BYRON CT, MI 49315

Phone Number:

COMPANY NAME:

SONSEEKER



GENERAL SPECIFICATIONS COMPLETE MARCITE TEAR OFF, RE-MARCITE, AND TILE RE-GROUT AND REPAIR

Contractor Specifications:

Only contractors with a minimum of 5 years experience in this area shall qualify to perform the services described herein either with their own forces or that of a subcontractor. The bidding contractor is solely responsible for the finished product(s). All insurance(s) shall be in place to best protect the owner through this process and must be submitted as specified. Bidders will be responsible for the pool and related amenities for the duration of this process including filling of the pool. The cost of water shall be paid by the City.

The City will be responsible for draining of the pool. The Bidding Contractor is responsible for tear off, preparation, bond coat and the labor to fill the pool. Bidding Contractor will supply a schedule to be approved by the City Representative for marcite tear off, regrout, re-marciting, and tile repair to ensure the project will be completed correctly and on time. Contractors shall hold harmless the owner for any and all eventual claims. Claims such as hydrostatic pressure, evaporation and staining shall be the responsibility of each bidding contractor as well as the protection of the areas through the duration of the work as stated herein. Contractors shall have a service staff capable of performing all services deemed necessary to complete any phases of the work bid.

I. Scope of Work*Main Pool:*

Surface area 11,000, Depth 0-5'6", Gallons of water 220,560. Length through center of pool 105' Zero depth entrance 131'3" Lap lane tile markings on the bottom and side of pool regrouted. Tile on shallow end of pool removed and replaced with marcite. Old marcite completely removed to original pool bottom and sides of pool, and remarcite the entire bottom and sides of the pool. Entire surface must be smooth and flush. Grout tile with white sanded grout. Use Luna Quartz® Premium Pool Finish as marciting material which is a high performance pool finish that combines one of nature's hardest minerals with a specialty engineered cement admixture containing pozzolans and polymers. Luna Quartz® looks like traditional plaster but is much more durable.

Kiddie Pool:

Surface area 1,179, Depth 0-18", Gallons of water 6,632. Tile on the side of the pool removed and marcited. Old marcite completely removed to original pool bottom, sides of pool, steps into pool, and remarcite the entire bottom and sides of the pool. Entire surface must be smooth and flush. Use Luna Quartz® Premium Pool Finish as marciting material which is a high performance pool finish that combines one of nature's hardest minerals with a specialty engineered cement admixture containing pozzolans and polymers. Luna Quartz® looks like traditional plaster but is much more durable.

Slide Pool:

Surface area 900, Depth 3-3'6", Gallons of water 21,938. Old marcite completely removed to original pool bottom, sides of pool, steps into pool, and remarcite the entire bottom, sides, and steps of the pool. Entire surface must be smooth and flush. Use Luna Quartz® Premium Pool Finish as marciting material which is a high performance

General Specifications

Page 2 of 3

pool finish that combines one of nature's hardest minerals with a specialty engineered cement admixture containing pozzolans and polymers. Luna Quartz® looks like traditional plaster but is much more durable.

Raindrop Pool:

Surface area 1,590, Depth 0-9", Gallons of water 4,472. Remove tiles around pool and replace with marcite. Old marcite completely removed to original pool bottom and remarkite the entire bottom of the pool. Entire surface must be smooth and flush. Use Luna Quartz® Premium Pool Finish as marcing material which is a high performance pool finish that combines one of nature's hardest minerals with a specialty engineered cement admixture containing pozzolans and polymers. Luna Quartz® looks like traditional plaster but is much more durable.

Tile Repair:

Red and Blue Tiles on desk and above gutter in splash pool will be repaired based on a square foot and material basis as needed.

II. Examination of Site

The bidder acknowledges that he has examined the site and specifications and the submission of a proposal shall be considered evidence that examination has been made. Contact Brian Goul or Kelly Molinar at (248) 524-3484 to set up an appointment.

III. Time of completion:

The project shall be totally completed between April 15 and May 13, 2015.

IV. Construction Site:

The construction site is located at 3425 Civic Center Dr., Troy, Michigan. The contractor shall prohibit public access into the work areas, by cordons, barricades, fencing, or other means and shall restrict his operations to only those areas directly affected by the work.

V. Existing Conditions:

The contractor shall reasonably verify the existing conditions identified in the contract documents. Exact location of underground utilities shall be determined prior to construction by contacting applicable agencies. (Miss Dig: 1-800-482-7171).

VI. Other reference specifications:

The latest issues of the industry standards referenced herein form a part of these specifications to the extent referenced. They may be referred to in the text by abbreviation and by basic designation only.

VII. Submittals:

Prior to incorporation of materials into the work, the Contractor shall submit the following items to the designated City representative for approval (1 copy each):

- c. Submit work progress schedules prior to commencement of work. This should include the schedule of prep work, the coordination of grouting tile and marcite work and estimated completion date.

- b. Submit complete manufacture's product data and color samples prior to incorporation of items into the work, as specified herein.
- c. Submit Maintenance data prior to completion of the work.

VIII. Quality Assurance and Testing:

The Contractor shall perform his own quality assurance and testing of equipment, materials or other work, unless otherwise specified, to ensure conformance to the Contract Documents. Inspection of the work and approval of progress payments by the City will not relieve the contractor from performing in accordance with the Contract documents. The City reserves the right to withhold a progress payment for incomplete or shoddy work. The designated City of Troy representative shall be the only party that determines whether the work is acceptable.



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 BRIAN MALONE, bearing the office title of OWNER/PRES, 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:

BRIAN J MALONE being duly sworn deposed, says that he/she
(Print Full Name)

is OWNER/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 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.

Brian J Malone
SIGNATURE OF PERSON SUBMITTING BID

Stephanie Joy Allaire
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 3rd day of December, 2014 in and for _____
Ottawa County.

My commission expires:

Sept 10, 2016

STEPHANIE JOY ALLAIRE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires: Sept. 10, 2016
Acting in the County of Ottawa



**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:

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.

Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and

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;

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

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.

Name of Agency/Company/Firm (Please Print)

SONSEEKER POOL MASONRY

Name and title of authorized representative (Please Print)

BRIAN J MALONE

Signature of authorized representative

Date

12/3/14

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	SONSEEKER
Legal Name	SONSEEKER POOL MASONRY
Street Address	7590 CYLOE PARK
City	BYRON CENTER
State, Zip	MI, 49315
Corporate I.D. Number/State	
Taxpayer I.D. #	30-019-4772

The undersigned, with: 1.) full knowledge of all of Vendor's 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 required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent:

Printed Name of Vendor's Authorized Agent:

BRIAN J MALONE

Witness Signature:

Printed Name of Witness:

Stephanie Allaire