

Enclosure: 6.5.

THE GROSSE POINTE PUBLIC SCHOOL SYSTEM
Grosse Pointe Woods, Michigan
March 13, 2023

AGENDA NUMBER & TITLE: 6.5.

**Approval of North Commercial Foods
Kitchen Improvements**

BACKGROUND INFORMATION:

On February 21, 2023 the District received proposals for improvements to the commercial foods kitchen at Grosse Pointe North. Five proposals were received and reviewed by our project team. Post-bid interviews were conducted with the two lowest cost contractors. Our recommendation is to award a contract to The Roy Company in the amount of \$181,086. Recommended contingency for this project is 10% or \$18,108 bringing the total not to exceed project cost to \$199,194.

Enclosed for your review and consideration is the bid tabulation from Ehresman and the proposal received from The Roy Company.

This project will be split funded with \$49,863 coming from State categorical funds for Career & Technical Education (CTE), which is part of our general fund and the balance of \$149,331 being paid from the sinking fund.

REQUEST:

The Board of Education approve a contract to The Roy Company for a not to exceed cost of \$199,194.

Funding Source		
<input checked="" type="checkbox"/> General Fund \$49,863	<input type="checkbox"/> Food Service Fund	<input checked="" type="checkbox"/> Sinking Fund \$149,331

Amanda M. Matheson
Deputy Superintendent for Business Operations



BID TABULATION

February 21, 2023

Grosse Pointe Public School System
 Grosse Pointe North High School
 Commercial Foods Room Improvements
 Project No. 5522

Contractor	Familial Disclosure Provided?	Iran Economic Sanctions Act Provided?	Bid Bond Provided?	Base Proposal Amount	Voluntary Alternates	Exceptions
Allied Building Services	Y	Y	Y	\$211,584.00		
Degenhardt & Sons	Y	Y	Y	\$202,202.00		
Hartz Contracting LLC	Y	Y	Y	\$215,000.00		
The Roy Company	Y	Y	Y	\$181,086.00		
Shaw Construction	Y	Y	Y	\$198,900.00		

**SECTION 00 4100
BID FORM**

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Grosse Pointe Public School System (Owner)
20601 Morningside Drive
Grosse Pointe Woods, Michigan 48236

1.02 FOR:

- A. Project: Commercial Foods Room Improvements
B. Architect's Project Number: 5522
Grosse Pointe North High School
707 Vernier Road
Grosse Pointe Woods, Michigan 48236

1.03 DATE: 02-21-2023 (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name The Roy Company LLC
1. Address 607 Shelby St, Suite 710
2. City, State, Zip Detroit, MI - 48226
3. Phone Number 313-530-5555
4. Email Address aroy@theroyco.com

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Architect for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
ONE-HUNDRED-EIGHTY-ONE-THOUSAND
EIGHTY-SIX dollars
(\$ 181,086.00), in lawful money of the United States of America.
- B. We have included the required Bid Bond as required by the Instruction to Bidders.
- C. We have included the required Performance Bond and Payment Bond in the Bid Amount as required by the Instructions to Bidders. The Bonds should be in the full contract sum (100%).
- D. All applicable federal taxes are included and State of Michigan taxes are included in the Bid Sum.
- E. **Submit two (2) hard copies of the bid forms prior to 1:00 p.m. on February 21, 2023. Provide an electronic copy (flash drive) of the entire Proposal including, but not limited to: the Bid Form, Contractor Qualifications Form, Bid Security, Familial Relationship Disclosure Form, Affidavit of Compliance - Iran Economic Sanctions Act Form, Unit Prices Form (if any), and Alternates Form (if any). If possible, provide a flash drive along with the hard copies. If a flash drive is not included, email a copy of the bid documents to architects@ehresmanarchitects.com before noon on February 22, 2023.**

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for 90 days from the bid closing date. Once the contract is executed, the office shall hold for the duration of the contract.
- B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 3. Commence work within seven days after written Notice to Proceed of this bid.

-
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
 - D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Substantially Complete the Work by the 18th day of August 2023.

1.08 CHANGES TO THE WORK

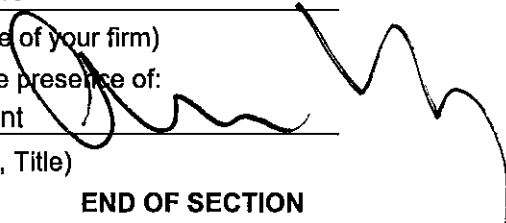
- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
 - 1. 10 percent overhead and profit on the net cost of our own Work;
 - 2. 10 percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 10 percent overhead and profit.

1.09 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 - 1. Addendum # 1 Dated 02/10/2023.
 - 2. Addendum # 2 Dated 02/15/2023.
 - 3. Addendum # _____ Dated _____.

1.10 BID FORM SIGNATURE(S)

- A. The Corporate Seal of
- B. The Roy Company LLC
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. Andrew Roy, President
- F. (Authorized signing officer, Title)



END OF SECTION

SHEILA ROY
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires November 13, 2025

CONTRACTOR QUALIFICATIONS FORM

1. Number of years your organization has been in business as a General Contractor/Construction Manager. 5 years
2. Number of years your organization has been business under its present name. 5 years
3. List other or former names under which your organization has operated. None
4. Minimum Experience – at least three (3) comparable projects of similar type, scope, size and cost, with customer reference.

REFERENCE #1

Project Name: Buhl Improvements
Location: Detroit, MI
Cost: \$4 Million
Year: 2020
Contact Name: Malek Eljizi Title: Project Director
Phone: 313-600-0379 Email: Malekeljizi@bedrockdetroit.com

REFERENCE #2

Project Name: East Riverfront
Location: Detroit, MI
Cost: \$ 3.02 Million
Year: 2022
Contact Name: Nick Schulkey Title: Project Manager, Land Development
Phone: 248-798-5392 Email: Nickschulkey@bedrockdetroit.com

REFERENCE #3

Project Name: 7434 McNicholas
Location: Detroit, MI
Cost: \$710,000
Year: 2021-2022
Contact Name: Nate Barnes Title: Vp Neighborhoods, Invest Detroit
Phone: 517-203-9506 Email: Nate.Barnes@investdetroit.com

FAMILIAL RELATIONSHIP DISCLOSURE FORM
Michigan Public Act No. 232 of 2004

This form **MUST BE NOTARIZED** as a condition of being awarded business by The Grosse Pointe Public School System

I, the undersigned, being first duly sworn, depose and say; and my signature certifies, that there are no Owners, Principals, Officers, Agents, Employees, or Representatives of this firm that have any familial relationships with any members of the Grosse Pointe Public School Board, or its Superintendent, unless specifically noted below:

School Board Members

Ahmed Ismail
Lisa Papas
Sean Cotton
Virginia Jeup
David Brumbaugh
Valerie St. John
Colleen Worden

Superintendent

Jon Dean

The following familial relationship is disclosed:

None

CONTRACTOR:

The Roy Company LLC

Name of Contractor

By: Andrew Roy

Its: President

Date: 02-17-2023

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the 21 day of February, 2023 by

Andrew Roy

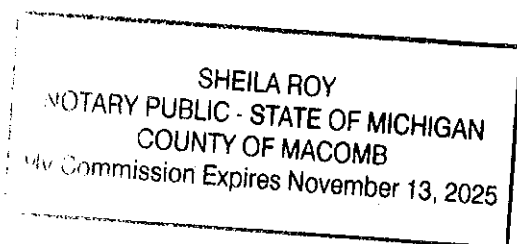
Sheila Roy

, Notary Public

Macomb County, MI

My Commission Expires: 11/13/2025

Acting in the County of: Macomb



AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of the below named contractor (the "Contractor"), pursuant to the compliance certification requirement provided in this Request For Proposal (the "RFP") issued by The Grosse Pointe Public School System ("GPPSS"), hereby certifies, represents and warrants that the Contractor (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Contractor is awarded a contract as a result of the aforementioned RFP, the Contractor will not become an "Iran linked business" at any time during the course of performing the Work or any services under the contract.

The Contractor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District's investigation, and reasonable attorney fees, in addition to a fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a GPPSS request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

CONTRACTOR:

The Roy Company LLC

Name of Contractor

By: Andrew Roy

Its: President

Date: 02-17-2023

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the 21 day of February, 2023 by
Andrew Roy

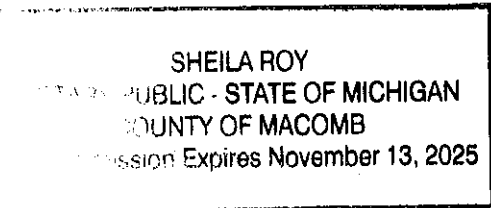
Sheila Roy

, Notary Public

Macomb County, MI

My Commission Expires: 11/13/2025

Acting in the County of: Macomb



2.7 PRESENTATION OF BIDS

- A. It is intended that the contract be awarded as a whole to the successful bidder. An itemized breakdown is required so that the Owner may, at his option, delete the item in its entirety, supply any part or portion thereof, or increase the quantity, making a suitable adjustment in the contract price based on the breakdown.
- B. Fill out the following Itemized Price List.

Item	Qty.	Description	Price
1	Lot	Unaffected Equipment (Existing - Remain In Place)	xxxxxxxxxxxxxxxxxxxxxx
2	1	Fire Suppression System (Existing - Remain In Place)	xxxxxxxxxxxxxxxxxxxxxx
3	1	Work Counter With Sinks "A"	10,190
4	4	Disposer	13,249
5	8	Wall Cabinet	21,569
6	1	Work Counter With Sinks "B"	6,811
7	1	Work Counter "A"	5,240
8	2	Reach-In Refrigerator/Freezer (By Owner)	xxxxxxxxxxxxxxxxxxxxxx
9	-	Unassigned Number	xxxxxxxxxxxxxxxxxxxxxx
10	-	Unassigned Number	xxxxxxxxxxxxxxxxxxxxxx
11	1	Work Counter "B"	5,240
12	1	Work Counter With Sinks "C"	6,811
13	1	Work Counter With Sinks "D"	10,191
14	Lot	Stationary Shelving	3,879
15	Lot	High-Density Shelving	4,227
16	1	Existing Sink (adjust location to accommodate new wall)	xxxxxxxxxxxxxxxxxxxxxx
Subtotal			<u>87,407</u>
Any extra charges (describe) FIELD ERECTION LABOR			6,519
TAX			5,244
TOTAL COST (excluding taxes)			<u>99,170</u>
Taxable amount		

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

The Roy Company LLC
607 Shelby, Suite 710
Detroit, MI 48226

SURETY:
(Name, legal status and principal place of business)

Merchants National Bonding Inc.
P.O.Box 14498
Des Moines, IA 50306-3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Grosse Pointe Public School System
20601 Morningside Drive
Grosse Pointe Woods, MI 48236
BOND AMOUNT: Five Percent (5%) of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

**Commercial Foods Room Improvements at Grosse Pointe North High School -
Modifications to Walls, Millwork, Electrical, Floor**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

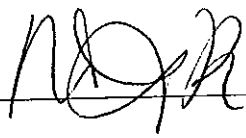
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **21st** day of **February, 2023**

(Witness)

(Witness)



The Roy Company LLC

(Principal)

(Seal)

(Title)

Merchants National Bonding Inc.

(Surety)

(Seal)

(Title)

Susan L. Small, Attorney-in-Fact

Init.

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alan P Chandler; Ian J Donald; Jeffrey A Chandler; John L Budde; Kathleen M Ireland; Patrick E Williams; Steven K Brandon; Susan L Small; T J Griffin; Terence J Griffin; Wendy L Hingson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

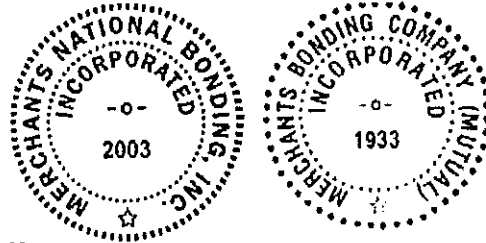
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

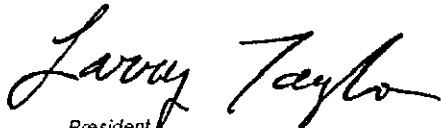
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.

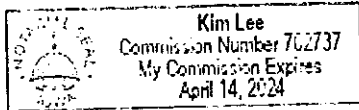


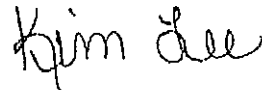
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

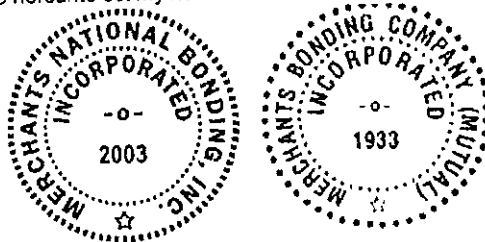



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of February, 2023.




Secretary



VTC Insurance Group
 Troy, Michigan 48098
 Phone: (248) 828-3377 - Fax: (248) 828-4290

Bid Bond Results Form

The Roy Company LLC
 607 Shelby, Suite 710
 Detroit, MI 48226

Bid Date: 2/21/2023

Fold ----- ----- Fold

You have received a bid bond for the project described below. The Surety Company needs the results of this bid before issuance of further bonds. If you do not know the result, other than your own bid amount, please indicate this when returning it. Thank you for your cooperation.

Account #: _____ **Name:** The Roy Company LLC
Project Description: Commercial Foods Room Improvements at Grosse Pointe North High School - Modifications to Walls, Millwork, Electrical, Floor

Obligee name: Grosse Pointe Public School System
Project No: _____ **Bid Amount:** \$125,000.00

Bidder's Name	Bid Amount
1.) _____	\$ _____
2.) _____	\$ _____
3.) _____	\$ _____
4.) _____	\$ _____
5.) _____	\$ _____
Total Number of Bidders: _____	

Remarks: _____
Please return this bid bond result report to:

Bond Department
VTC Insurance Group
 1175 West Long Lake Road, Suite 200
 Troy, Michigan 48098