



City of Dearborn Heights
6045 FENTON • DEARBORN HEIGHTS, MICHIGAN 48127

Dave Wassim Abdallah
Council Chairman

Study Sessions and City Council Meetings shall be attended in person by City Council Members. Members of the public have the option of attending in person or virtually.

Purpose: **~~5:00 p.m. CITY COUNCIL SPECIAL MEETING~~ CANCELED**
6:00 p.m. CITY COUNCIL REGULAR MEETING

Location: **City Hall Council Chambers - 6045 Fenton**

Date: **Tuesday, October 24, 2023**

Join Zoom Meeting

<https://us06web.zoom.us/j/84922375511?pwd=eMcLbPSb8HgUfJDk5bu2a2802W2L4t.1>

Meeting ID: 849 2237 5511

Passcode: 332335

One tap mobile

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+13126266799,,82415788624#,,, *084385# US (Chicago)

Dial by your location

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+1 312 626 6799 US (Chicago)
+1 646 876 9923 US (New York)
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+1 507 473 4847 US

+1 564 217 2000 US
+1 669 444 9171 US
+1 669 900 6833 US (San Jose)
+1 689 278 1000 US
+1 719 359 4580 US
+1 253 215 8782 US (Tacoma)

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Find your local number: <https://us06web.zoom.us/j/kxqfrG58k>

Persons who may wish to contact members of the City Council to provide input or to ask questions on any business that will come before the City Council at the meetings are to contact City Clerk Senia at 313-791-3434 or email at clerks@dearbornheightsmi.gov before 5:00 p.m. on the day of the meeting. For participation during the meeting, click on the Zoom link to enter the meeting room and raise your "zoom" hand to indicate that you have a question. You can also contact the WDHT-TV Staff at any of the above phone numbers.

Council Chairman's Office: (313) 203-8215 • City Clerk: (313) 791-3435
wabdallah@dearbornheightsmi.gov

**ORDER OF BUSINESS OCTOBER 24, 2023
REGULAR MEETING OF THE DEARBORN HEIGHTS CITY COUNCIL**

1. **CALL OF MEMBERS**

2. **PLEDGE OF ALLEGIANCE**

A City Council - Resident Recognition

B Police Chief Hart - Swearings-In

3. **AGENDA APPROVAL**

4. **APPROVAL OF MINUTES**

A Minutes from the Regular Meeting of October 10, 2023

B Minutes from the Special Meeting of October 17, 2023

5. **PUBLIC HEARINGS AND COMMENT ON AGENDA ITEMS**

6. **FUND TRANSFERS AND CURRENT CLAIMS**

A Claims and ACH/Wire Transfers 6-01 thru 6-45

7. **CONSIDERATION OF BIDS**

A CEDD Director Jamal - Bid Award - Eton Center Pavilion Painting/Lead Abatement Project

B CEDD Director Jamal - Bid Award - Eton Center Pavilion Cement Replacement

C CEDD Director Jamal - Bid Award - Eton Center Marquee Replacement

D CEDD Director Jamal - Bid Award - Eton Center External Doors Replacement

E CEDD Director Jamal - Bid Award - Eton Center IT/Security Project

F CEDD Director Jamal - Bid Award - Berwyn Center IT/Security Project

G CEDD Director Jamal - Bid Award - Berwyn Center External Doors Replacement

H CEDD Director Jamal - Bid Award - Berwyn Center Marquee Replacement

8. **REPORTS FROM MAYOR**

9. **REPORTS FROM CITY OFFICIALS**

A Chief of Staff Hernandez - Metro Act Permit - ExteNet Systems LLC

B Chief of Staff Hernandez & City Engineer Dib - State High Water Infrastructure Grant

Agreement

- C Chief of Staff Hernandez & City Engineer Dib - Alliance of Rouge Communities Membership Renewal
- D Clerk Senia - City Council Motion #23-412 – Requested Legal Opinion Regarding Claim #6-52 – Schenk & Bruetsch
- E Councilman Abdel-Hak - City Charter Competitive Bid Process Affirmation
- F Police Chief Hart - Purchase & Payment - Task Chairs
- G Police Chief Hart - Purchase & Payment - Digital License Plates
- H Police Chief Hart - Purchase & Payment - GPS Devices

10. **PETITIONS FROM CITIZENS**

11. **ORDINANCES AND RESOLUTIONS**

- A Council Chair Abdallah - Extension of the Temporary Food Uses and Licenses at Specific Locations Resolution
- B City Engineer Dib - Second Reading of Proposed Ordinance H-23-03 - Sections 36-64 - Taylor Dearborn Heights Gateway Overlay District

12. **COMMUNICATIONS**

13. **NEW BUSINESS**

- A Business License Renewal - Van Born Tavern & Grill

14. **MEMBERS OF THE PUBLIC**

- A Comments from Council Members
- B Announcements
- C Public Comments

15. **ADJOURNMENT**

MINUTES OCTOBER 10, 2023
REGULAR MEETING OF THE DEARBORN HEIGHTS CITY COUNCIL

23-452 The meeting was called to order at 6:03 p.m. by Council Chairman Dave Wassim Abdallah.

Roll Call showed the following:

Present: Council Chairman Dave Wassim Abdallah, Council Chair Pro Tem Mo Baydoun, Councilman Zouher Abdel-Hak, Councilman Hassan Ahmad, Councilwoman Nancy Bryer, Councilman Robert Constan, Councilman Tom Wencel.

Absent: None.

Also Present: City Clerk Senia, Mayor Bazzi, Treasurer Hicks-Clayton, Building & Engineering Director Watland, Chief of Staff Hernandez, CEDD Director Jamal, City Engineer Dib, Corporation Counsel Farinha, DPW Director Conrad, Fire Chief Brogan, IT Director Cooper, Library Director McCaffery, Ordinance Enforcement & Animal Control Director Dishroon.

The Pledge of Allegiance was led by Mr. Mohamad Rizk.

Police Director Swope introduced new Police Officers Mahmoud Rizk and Hassan Zaarour, to whom City Clerk Senia then administered the Oath of Office.

Fire Chief Brogan presented a Citizen's Award to Animal Control Officer Kevin Abbott for his quick thinking and opportune response to an emergency situation on July 24, 2023, at which he secured the scene of a vehicle vs pedestrian collision and administered aid until the Fire Department arrived.

23-453 Motion by Councilman Baydoun, seconded by Councilman Abdel-Hak to approve the Agenda for the Regular Meeting of October 10, 2023, as submitted.

Motion adopted

23-454 Motion by Councilman Baydoun, seconded by Councilwoman Bryer to approve the Minutes for the Special Meeting of September 21, 2023 as outlined in 4-A.

Motion adopted

23-455 Motion by Councilman Baydoun, seconded by Councilman Constan to approve the Minutes for the Regular Meeting of September 26, 2023 as outlined in 4-B.

Motion adopted

23-456 Motion by Councilman Baydoun, seconded by Councilman Abdel-Hak to approve Current Claims and ACH/Wire Transfers 6-1 through 6-54 as submitted.

1	THE ACCUMED GROUP	\$9,444.98
2	ALLIED BUILDING SERVICES OF	\$4,680.96
3	ALLIED BUILDING SERVICES OF	\$2,650.00
4	ALLIED BUILDING SERVICES OF	\$2,925.00
5	ALLIED BUILDING SERVICES OF	\$3,664.00
6	ALLIED BUILDING SERVICES OF	\$6,000.00
7	ALLIED BUILDING SERVICES OF	\$25,450.00

8	AT&T MOBILITY	\$3,825.93
9	BERT'S TESTING AND TRAINING	\$1,800.00
10	BOWLES BROTHERS SERVICES, INC	\$6,335.00
11	DEACONS OF DOO-WOP	\$1,500.00
12	DUKE'S ROOT CONTROL INC.	\$4,210.93
13	ENTERPRISE FM TRUST	\$6,082.10
14	FRONTLINE CONSULTING	\$5,400.00
15	GIP PIPE PRODUCTS INC	\$1,730.52
16	GREAT LAKES WATER AUTHORITY	\$22,309.56
17	HENRY FORD HEALTH SYSTEM	\$8,559.20
18	IB ELECTRIC	\$5,100.00
19	IMAGETREND, INC.	\$4,057.46
20	JOHNSON CONTROLS, INC.	\$6,262.71
21	MATTHEW BENDER & COMPANY, INC.	\$1,588.07
22	MICHIGAN MUNICIPAL RISK MGT AUTH	\$330,460.75
23	MICHIGAN POLICE TRAINING	\$3,650.00
24	MICHIGAN URBAN SEARCH & RESCUE	\$1,625.00
25	POWER DMS, INC	\$8,870.02
26	RKA PETROLEUM COMPANIES, INC	\$21,750.51
27	STRYKER SALES CORPORATION	\$2,386.80
28	STRYKER SALES CORPORATION	\$2,386.80
29	CITY OF TAYLOR	\$2,421.60
30	URBAN TREE TRIMMING	\$8,350.00
31	US BANK OPERATIONS CENTER	\$84,284.38
32	VILLANOVA CONSTRUCTION	\$54,409.75
33	VILLANOVA CONSTRUCTION	\$8,631.35
34	VILLANOVA CONSTRUCTION	\$19,078.00
35	WADE TRIM	\$4,009.25
36	WADE TRIM	\$8,403.75
37	WADE TRIM	\$6,632.50
38	WADE TRIM	\$6,488.00
39	WADE TRIM	\$3,435.00
40	WADE TRIM	\$4,117.50
41	WADE TRIM	\$47,589.60
42	WADE TRIM	\$43,067.50
43	WADE TRIM	\$28,969.50
44	WADE TRIM	\$19,805.00

45	WADE TRIM	\$3,985.00
46	WADE TRIM	\$405.00
47	WADE TRIM	\$445.00
48	WADE TRIM	\$130.00
49	WADE TRIM	\$130.00
50	WADE TRIM	\$325.00
51	WADE TRIM	\$545.00
52	WADE TRIM	\$960.00
53	WADE TRIM	\$1,155.00
54	WAYNE COUNTY ACCOUNTS RECEIVABLE	\$1,612.62

Motion unanimously adopted

- 23-457** Motion by Councilwoman Bryer, seconded by Councilman Constan to award the bid for the Eton Senior Center Boiler Room Pipes and Valves Replacement to Allied Building Services Company of Detroit Inc. as the lowest qualified bidder in the amount of \$18,700.00, and authorize the Comptroller to return the bid bonds to the unsuccessful bidders. In addition, authorize the Mayor and Clerk to sign the agreement on behalf of the City. Additionally, authorize the CEDD Director to approve necessary change orders up to \$3,740.00 (20% of the bid amount). Furthermore, authorize the Mayor and Comptroller or Clerk to sign the necessary warrants and the Treasurer to issue payment not to exceed \$22,440.00 logged to fund 103- Eton Senior Center Improvement- general ledger tracking accounts, and paid from the unrestricted General Fund Pool Bank Account, which will be fully reimbursed from the US Treasury accordingly, as outlined in 7-A. Per CEDD Director Jamal communication dated October 3, 2023.

Motion unanimously adopted

- 23-458** Motion by Councilman Constan, seconded by Councilman Abdel-Hak to award the bid for the 2023 Street Paving Contract for the re-construction of five (5) streets to Mark Anthony Contracting as the lowest bidder for an amount not to exceed \$2,751,474.03 (the bid amount plus 10% for material testing and quality assurance), and authorize the Comptroller to return the bid bonds to the unsuccessful bidders. In addition, authorize the Mayor and Clerk to sign the agreement on behalf of the City. Furthermore, authorize the Mayor and Comptroller or Clerk to sign the necessary warrants and the Treasurer to issue payment from Local Streets General Ledger Account #203-203-895.000, as outlined in 7-B. Per City Engineer Dib communication dated October 3, 2023.

After further discussion, the motion was amended to reflect the following:

Motion by Councilman Constan, seconded by Councilman Abdel-Hak to award the bid for the 2023 Street Paving Contract for the re-construction of five (5) streets to Mark Anthony Contracting as the lowest bidder for an amount not to exceed \$2,751,474.03 (the bid amount plus **up to** 10% for material testing and quality assurance), and authorize the Comptroller to return the bid bonds to the unsuccessful bidders. In addition, authorize the Mayor and Clerk to sign the agreement on behalf of the City. Furthermore, authorize the Mayor and Comptroller or Clerk to sign the necessary warrants and the Treasurer to issue payment from Local Streets General Ledger Account #203-203-895.000, as outlined in 7-B. Per City Engineer Dib communication dated October 3, 2023.

Motion unanimously adopted

- 23-459** Motion by Councilman Ahmad, seconded by Councilman Baydoun to concur with the Mayoral Proclamation of October 2023 as Disability Awareness Month, as outlined in 8-A. Per Mayor Bazzi communication dated October 3, 2023.

Motion unanimously adopted

- 23-460** Motion by Councilwoman Bryer, seconded by Councilman Constan to concur with the Mayoral reappointment of Mr. Raed Mourad to the Act 78 Police & Fire Civil Service Commission, term to expire November 2029, as outlined in 8-B. Per Mayor Bazzi communication dated October 3, 2023.

Motion unanimously adopted

- 23-461** Motion by Councilwoman Bryer, seconded by Councilman Constan to approve the increase of Electrical, Mechanical, and Plumbing permit fees, as well as Certificate of Occupancy/Compliance Inspection Fees, as outlined in 9-A. Per Building & Engineering Director Watland communication dated October 1, 2023.

Motion unanimously adopted

- 23-462** Motion by Councilwoman Bryer, seconded by Councilman Abdel-Hak to accept and approve the Agreement for the FEMA/MSP/Hazard Mitigation Grant Program (HMGP) 4547-DR-MI - CFDA Number: 97.039 - Project Number: HMGP 4547.07 in the amount of \$2,725,000.00. The 10% matching fund (up to \$295,125.00) may be eligible to be paid by CDBG-DR grant (if secured during the second-round application which will be processed timely and accordingly). Further, authorize the Mayor and Clerk to sign required documentation as attached in the 13 item Agreement package, pending review and approval of Corporation Counsel in coordination with the CEDD legal services firm. Additionally, authorize the CEDD Director to process the necessary documentation to secure the homes' acquisitions, pending Council approval of the purchasing offers. Furthermore, authorize the Comptroller to establish and fund the 10% match General Ledger Account 592-536-924.592 in the amount up to \$295,125.00 from the Water/Sewage Fund Balance which will be fully reimbursed from the CDBG-DR Fund (if funding secured). Also, establish another Ledger Account 592-536-925.592 for the grant expenses/reimbursement tracking and record reconciliations; noting that the grant expenditures up to \$2,656,125.00 will be paid temporarily from the Water/Sewage Fund pool bank account and fully reimbursed from FEMA/MSP/HMGP 4547.07 grant, as outlined in 9-B. Per CEDD Director Jamal communication dated October 2, 2023.

Motion unanimously adopted

- 23-463** Motion by Councilman Constan, seconded by Councilwoman Bryer to approve the Lower Rouge CSO L-42 Sewer Separation Project Scope Modification Contract Change Order #3 for \$114,452.55 for a new contract total of \$12,869,220.66 (including previously approved change orders) which represents a 16.21% increase. In addition, authorize the Mayor and Comptroller or Clerk to sign the necessary warrants and the Treasurer to issue payments from Account #592-537-981.005 and P.O. #22-535, as outlined in 9-C. Per City Engineer Dib communication dated October 3, 2023.

Ayes: Council Chairman Abdallah, Councilman Abdelhak, Councilman Ahmad, Councilwoman Bryer, Councilman Constan, Councilman Wencel.

Nayes: Council Chair Pro Tem Baydoun.

Absent: None.

Motion adopted

- 23-464** Motion by Councilwoman Bryer, seconded by Councilman Ahmad to approve the reassignment of the Concrete Sectioning Street Repair Program Contract from Angel's Cement LLC to A & G Construction under the same terms and conditions and for the same cost, as outlined in 9-D. Per City Engineer Dib communication dated October 3, 2023.

Ayes: Council Chairman Abdallah, Councilman Ahmad, Councilwoman Bryer, Councilman Constan, Councilman Wencel.

Nayes: Councilman Abdelhak, Council Chair Pro Tem Baydoun.

Absent: None.

Motion adopted

- 23-465** Motion by Councilman Constan, seconded by Councilman Baydoun to approve Change Order #2 to the Asphalt Paving Street Repair Program Contract with S & J Sealer Company in the amount of \$82,750.00 plus a 10% owner reserve for testing and quality control, for a total request of \$91,000.00, for a new contract value of \$388,800.00. In addition, authorize the Mayor and Comptroller or Clerk to sign the necessary warrants, and the Treasurer to issue payment from GL Account #202-203-880.500, as outlined in 9-E. Per City Engineer Dib communication dated October 3, 2023.

After further discussion, the motion was amended to reflect the following:

Motion by Councilman Constan, seconded by Councilman Baydoun to approve Change Order #2 to the Asphalt Paving Street Repair Program Contract with S & J Sealer Company in the amount of \$82,750.00 plus **up to** a 10% owner reserve for testing and quality control, for a total request of **up to** \$91,000.00, for a new contract value of **up to** \$388,800.00. In addition, authorize the Mayor and Comptroller or Clerk to sign the necessary warrants, and the Treasurer to issue payment from GL Account #202-203-880.500, as outlined in 9-E. Per City Engineer Dib communication dated October 3, 2023.

Motion unanimously adopted

- 23-466** Motion by Councilwoman Bryer, seconded by Councilman Wencel to affirm the City Charter provisions regarding the use of competitive bids to buy all goods and products that exceed \$1,500.00 and to extend the competitive bids to all services provided by consultants, vendors, and any other services to the city. In addition, direct the Mayor to get the council's approval for all contracts, involving employment, contractors, vendors, consultants, engineering, planning, construction, and legal services before making any payments from the city treasury, as outlined in 9-F. Per Councilman Abdel-Hak communication dated October 3, 2023.

After further discussion, the motion was amended to reflect the following:

Motion by Councilwoman Bryer, seconded by Councilman Wencel to table Item 9-F until the next City Council Meeting. Per Councilman Abdel-Hak communication dated October 3, 2023.

Motion unanimously adopted

- 23-467** Motion by Councilman Ahmad, seconded by Councilman Baydoun to approve the 2023 Bridge Inspection Program with Wade Trim in the amount of \$15,500.00. In addition, authorize the Mayor and City Clerk to sign the contract on behalf of the City, pending Corporation Council approval, and authorize the Treasurer to issue payments not to exceed \$15,500.00, as outlined in 9-G. Per DPW Director Conrad communication dated October 5, 2023.

Motion unanimously adopted

- 23-468** Motion by Councilwoman Bryer, seconded by Councilman Abdel-Hak to approve the purchase of thirty-six (36) Automatic External Defibrillators and two (2) trainers from Stryker for a total cost of \$67,308.60. In addition, authorize the Mayor and Comptroller or Clerk to sign the necessary warrants and the Treasurer to issue payment from the Fire MEDC Grant Account #101-335-940.075, as outlined in 9-H. Per Fire Chief Brogan communication dated October 3, 2023.

Motion unanimously adopted

- 23-469** Motion by Councilman Abdel-Hak, seconded by Councilman Constan to approve the purchase of one (1) desktop computer from CDW for WDHT for a cost not to exceed \$2,165.31 as a replacement for aging equipment. In addition, authorize the Mayor and Comptroller or Clerk to sign the warrant, and authorize the Treasurer to issue payments from the PEG funds, Account #101-809-981.001. Further, provided the Mayor also authorizes any such payment as necessary expense, the City Council authorizes warrants to be issued for the payment of these services. By doing so, the City Council is authorizing any such warrants and payments without prior authorization by the City Council of the specific warrant and payment as permitted by and consistent with City Charter Section 8.9, as outlined in 9-I. Per IT Director Cooper communication dated October 3, 2023.

Motion unanimously adopted

- 23-470** Motion by Councilman Abdel-Hak, seconded by Councilwoman Bryer to approve the purchase of one (1) Canon XF605 4K UHD Pro Camcorder for WDHT for a cost not to exceed \$4,699.00 as a replacement for aging equipment. In addition, authorize the Mayor and Comptroller or Clerk to sign the warrant, and authorize the Treasurer to issue payments from the PEG funds, Account #101-809-981.001. Further, provided the Mayor also authorizes any such payment as necessary expense, the City Council authorizes warrants to be issued for the payment of these services. By doing so, the City Council is authorizing any such warrants and payments without prior authorization by the City Council of the specific warrant and payment as permitted by and consistent with City Charter Section 8.9, as outlined in 9-J. Per IT Director Cooper communication dated October 3, 2023.

Motion unanimously adopted

- 23-471** Motion by Councilman Constan, seconded by Councilman Abdel-Hak to approve the purchase and payment of a delivery vehicle for library materials and programs for a cost not to exceed \$26,969.00 from Lunghamer Ford of Owosso. In addition, authorize the Mayor and Comptroller or Clerk to sign the necessary warrants and the Treasurer to issue payment from Account 738-738-808, as part of a grant previously authorized by Council, as outlined in 9-K. Per Library Director McCaffery communication dated September 29, 2023.

Motion unanimously adopted

- 23-472** Motion by Councilwoman Bryer, seconded by Councilman Abdel-Hak to approve the transfer/retirement of Dearborn Heights Patrol Canine "Twix", and approve a Release and Hold Harmless Agreement reviewed and approved by Corporation Counsel. In addition, authorize the Mayor and Clerk to sign the agreement on behalf of the City, and an authorized agent to sign the agreement on behalf of the Dearborn Heights Police Department, as outlined in 9-L. Per Police Chief Hart communication dated October 5, 2023.

Motion unanimously adopted

- 23-473** Motion by Councilwoman Bryer, seconded by Councilman Constan that Proposed Ordinance H-23-03 AN ORDINANCE OF THE CITY OF DEARBORN HEIGHTS, PROVIDING THAT THE CODE OF ORDINANCES, CITY OF DEARBORN HEIGHTS, BE AMENDED BY AMENDING SECTION 36-64 CONCERNING TAYOR-DEARBORN HEIGHTS GATEWAY OVERLAY DISTRICT, be considered read for the first time, as outlined in 11-A. Per City Engineer Dib communication dated October 2, 2023.

Motion unanimously adopted

- 23-474** Motion by Councilman Baydoun, seconded by Councilman Abdel-Hak to adopt the Resolution regarding the Early Voting Plan for City of Dearborn Heights Residents, that the Council concurs with the recommendation of the Dearborn Heights Election Commission and hereby establish a single municipality early voting site for all statewide and federal elections conducted in the City of Dearborn Heights to be Canfield Community Center located at 1801 N. Beech Daly, Dearborn Heights, MI 48127, as outlined in 11-B. Per Clerk Senia communication dated October 4, 2023.

Motion unanimously adopted

23-475 Motion by Councilman Wencel, seconded by Councilwoman Bryer to suspend the rules that the Council may entertain a motion regarding water billing penalties.

Motion unanimously adopted

23-476 Motion by Councilman Ahmad, seconded by Councilman Baydoun for water bill penalties to be waived for the next 90 days.

After further discussion, the motion was amended to reflect the following:

Motion by Councilman Ahmad, seconded by Councilman Baydoun to waive penalties on the current water bills up until December 31, 2023.

Motion unanimously adopted

23-477 Motion by Councilman Baydoun, seconded by Councilman Ahmad to adjourn the Dearborn Heights City Council Regular Meeting.

Motion unanimously adopted

The meeting adjourned at 10:53 p.m.

LYNNE M. SENIA
CITY CLERK

DAVE WASSIM ABDALLAH
COUNCIL CHAIRMAN

GEORGANNE SEMENIUK
COUNCIL SECRETARY

MINUTES OCTOBER 17, 2023
SPECIAL MEETING OF THE DEARBORN HEIGHTS CITY COUNCIL

23-478 The meeting was called to order at 5:04 p.m. by Council Chairman Dave Wassim Abdallah.

Roll Call showed the following:

Present: Council Chairman Dave Wassim Abdallah, Council Chair Pro Tem Mo Baydoun, Councilman Abdel-Hak, Councilman Hassan Ahmad, Councilwoman Nancy Bryer, Councilman Tom Wencel.
Absent: Councilman Robert Constan (arrived at 5:15 p.m.).
Also Present: City Clerk Senia, Chief of Staff Hernandez, Comptroller King, Corporation Counsel Farinha, Human Resource Director Hazlett.

The Pledge of Allegiance was led by Councilman Abdel-Hak.

23-479 Motion by Councilman Baydoun, seconded by Councilwoman Bryer to approve the Agenda for the Special Meeting of October 17, 2023 as submitted.

Motion adopted

23-480 Motion by Councilman Ahmad, seconded by Councilman Abdel-Hak to move to a Closed Session at 5:07 p.m. so that the City Council may discuss TPOAM Negotiations which may include Mayor Bazzi, Chief of Staff Hernandez, Human Resource Director Hazlett, Corporation Counsel Farinha, and Comptroller King.

A roll call vote was taken.

Ayes: Council Chairman Abdallah, Council Chair Pro Tem Baydoun, Councilman Ahmad, Councilman Abdel-Hak, Councilwoman Bryer, Councilman Wencel.
Nays: None.
Absent: Councilman Constan.

Motion adopted

Councilman Constan arrived at 5:15 p.m.

23-481 Motion by Councilman Baydoun, seconded by Councilman Constan to return to an Open Session at 6:08 p.m.

Motion unanimously adopted

23-482 Motion by Councilman Baydoun, seconded by Councilman Abdel-Hak to adjourn the Dearborn Heights City Council Special Meeting.

Motion unanimously adopted

The meeting adjourned at 6:13 p.m.

LYNNE M. SENIA
CITY CLERK

DAVE WASSIM ABDALLAH
COUNCIL CHAIRMAN

GEORGANNE SEMENIUK
COUNCIL SECRETARY

Claims 10/24/2023

Inv Ref#	Vendor	Inv Amt
1	ALLIED BUILDING SERVICES OF	11,200.00
2	ALLIED BUILDING SERVICES OF	3,287.50
3	AMAZON CAPITAL SERVICES	12,247.34
4	AMD ENGINEERING GROUP	14,375.00
5	ARTISTIC LANDSCAPING & LAWN	4,000.00
6	ARTISTIC LANDSCAPING & LAWN	4,000.00
7	ARTISTIC LANDSCAPING & LAWN	4,000.00
8	ARTISTIC LANDSCAPING & LAWN	4,000.00
9	BROADSPIRE SERVICES INC	2,182.60
10	CENTRAL WAYNE COUNTY SANITATION	44,085.97
11	CENTRAL WAYNE COUNTY SANITATION	7,952.00
12	DEARBORN POSTMASTER	10,000.00
13	GRAYS OUTDOOR SERVICES L.L.C.	7,250.00
14	GREAT LAKES WATER AUTHORITY	353,403.74
15	GUARDIAN ALARM COMPANY	1,781.94
16	GUARDIAN ENVIRONMENTAL SERVICES INC	29,847.38
17	HALL MAKLED PC	7,674.50
18	HALL MAKLED PC	32,453.00
19	HOME DEPOT CREDIT SERVICES	3,173.24
20	HYDROCORP	3,721.50
21	MICHIGAN MUNICIPAL RISK	13,122.31
22	NEW IMAGE BUILDING SERVICES, LLC	2,716.20
23	ONSOLVE LLC	9,850.55
24	PAT MILLIKEN FORD	9,810.51
25	PM TECHNOLOGIES	8,606.23
26	QUAD-TRAN OF MICHIGAN, INC.	2,869.02
27	QUAD-TRAN OF MICHIGAN, INC.	7,684.00
28	SAAD LAW, PLLC	5,175.00
29	SHRADER TIRE & OIL	3,029.86
30	SPECTRUM SIGNS & DESIGNS	2,875.00
31	STAPLES	2,887.94
32	TEACHOUT	841.00
33	TEACHOUT	763.20
34	TEACHOUT	848.00
35	TEACHOUT	932.80
36	URBAN TREE TRIMMING	6,150.00
37	VERMEER OF MICHIGAN, INC.	1,821.02
38	VOLHA YERMALENKA	1,800.00
39	WADE TRIM	38,480.50
40	WADE TRIM	3,619.20
41	WADE TRIM	5,994.00
42	WAYNE COUNTY	476,294.79

43	WAYNE COUNTY		4,500.00
44	WESTBORN CHRYSLER DODGE JEEP RAM		3,413.27
45	ZEHNDER'S OF FRANKENMUTH		2,552.00
# of Invoices: 45 # Due: 45 Totals:			1,177,272.11



Invoice

Allied Building Service Company of Detroit,
Inc.
1801 Howard Street
Detroit, MI 48216-1920
PH: (313) 230-0800

Invoice Date September 26, 2023	Page 1 of 1
Billing Cycle -	
Invoice Number 00322387	
Amount Due \$11,200.00	

CUSTOMER:

Dearborn Heights
6045 Fenton
Dearborn Heights, MI
48127

LOCATION:

City Hall - Dearborn Hgts
6045 Fenton st.
Dearborn Hts., MI
48127

Project 170512-WO221687	Terms net 30	Due Date October 26, 2023	Cust PO #
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Description	Qty	\$/ea	Total
Removed and replaced with new scroll compressor, re piped in refrigerant lines to new compressor, replaced filter drier and contactor. Found leak, performed leak check added dye to system.	0.00	\$ 0.00	\$0.00
Lump Sum	1.00	\$ 11,200.00	\$11,200.00

Comments:

sub-total:	\$11,200.00
sales tax:	\$0.00
total:	\$11,200.00
payments & credits:	\$0.00
balance due:	\$11,200.00

O.K. for payment

10-4-23

101-265-931.000

Allied Building Services pays all required sales tax on materials used on this invoice at the time of purchase.
If you have any questions regarding this invoice, contact Kimberly Jackson (313-230-0787).

REMIT PAYMENT TO:

Allied Building Services of Detroit, Inc. | 1801 Howard Street, Detroit, MI 48216-1920 | PH: (313) 230-0800 | FAX: (313) 230-0814 | Page 1 of 2



Invoice

Allied Building Service Company of Detroit,
Inc.
1801 Howard Street
Detroit, MI 48216-1920
PH: (313) 230-0800

Invoice Date August 30, 2023	Page 1 of 1
Billing Cycle -	
Invoice Number 00320357	
Amount Due \$3,287.50	

CUSTOMER:

Dearborn Heights
6045 Fenton
Dearborn Hgts, MI
48127

LOCATION:

Dearborn Hts Warren Valley Golf
26116 W. Warren
Dearborn Hts, MI
48127

Project 170021-WO221172	Terms net 30	Due Date September 29, 2023	Cust PO #
-----------------------------------	------------------------	---------------------------------------	------------------

Description	Qty	\$/ea	Total
Installed new overhead door	0.00	\$ 0.00	\$0.00
Lump Sum	1.00	\$ 3,287.50	\$3,287.50

Comments:

sub-total:	\$3,287.50
sales tax:	\$0.00
total:	\$3,287.50
payments & credits:	\$0.00
balance due:	\$3,287.50

Handwritten:
H. H. J.
OK to pay
101-265-932.000
MMRMA

Allied Building Services pays all required sales tax on materials used on this invoice at the time of purchase.
If you have any questions regarding this invoice, contact Kimberly Jackson (313-230-0787).

REMIT PAYMENT TO:

Allied Building Services of Detroit, Inc. | 1801 Howard Street, Detroit, MI 48216-1920 | PH: (313) 230-0800 | FAX: (313) 230-0810
Page 15 of 428

Amazon Invoice List				
Order Date	Order ID	Total Amount	GL Code	
9/15/2023	111-0431871-4477052	\$ 19.39	101-258-740.000	
9/15/2023	111-5489028-9685857	\$ 11.56	101-258-740.000	
9/15/2023	112-7491472-5572240	\$ 24.98	738-738-728.000	
9/18/2023	113-1848752-6302605	\$ 73.28	101-226-728.000	
9/18/2023	112-1340815-5920239	\$ 31.13	738-738-728.000	
9/18/2023	112-9083629-2054643	\$ 83.94	738-738-886.000	
9/19/2023	114-9488520-3605821	\$ 591.10	101-300-818.000	
9/19/2023	113-7098768-9501040	\$ 9.99	101-426-728.000	
9/19/2023	111-1723951-2109017	\$ 22.00	101-426-728.000	
9/19/2023	111-7099458-4409037	\$ 177.89	738-738-886.000	
9/20/2023	112-9581899-5245831	\$ 14.10	738-738-728.000	
9/20/2023	112-7948586-6993025	\$ 71.47	738-738-728.000	
9/20/2023	112-3922950-1080224	\$ 14.99	738-738-728.000	
9/21/2023	112-6591814-9729066	\$ 15.04	738-738-728.000	
9/21/2023	112-9567230-1976269	\$ 78.85	738-738-728.000	
9/21/2023	114-3951799-7313837	\$ 25.98	738-738-886.000	
9/21/2023	111-3714877-4525003	\$ 63.95	738-738-886.000	
9/25/2023	112-7148087-4819465	\$ 393.68	101-300-728.000	
9/25/2023	113-9093179-0586631	\$ 496.26	101-300-728.000	
9/25/2023	113-9093179-0586631	\$ 482.00	101-300-728.000	
9/26/2023	113-2949431-7350656	\$ 39.42	101-190-730.000	
9/26/2023	113-8015781-0139424	\$ 116.28	592-539-791.000	
9/26/2023	112-1716425-7909019	\$ 32.82	738-738-728.000	
9/27/2023	112-5930242-0630657	\$ 331.80	101-300-728.000	
9/27/2023	114-0592228-8331422	\$ 35.95	101-691-728.000	
9/27/2023	113-5123755-2954652	\$ 81.95	738-738-886.000	
9/28/2023	112-4879450-3300259	\$ 136.20	738-738-728.000	
9/29/2023	112-7813614-8881864	\$ 11.29	738-738-728.000	
9/30/2023	112-6241624-0964252	\$ 15.99	738-738-728.000	
9/30/2023	112-5916439-9625842	\$ 643.73	738-738-981.000	
10/2/2023	111-6619445-1119432	\$ 474.72	101-258-740.000	
10/2/2023	112-1973509-1108262	\$ 29.83	738-738-981.000	
10/3/2023	111-5303683-7423451	\$ 1,116.76	101-809-981.001	
10/3/2023	111-7815536-6133055	\$ 269.95	101-809-981.001	
10/4/2023	113-9954878-6657846	\$ 58.50	101-226-817.000	
10/4/2023	114-5200354-7950657	\$ 38.82	101-691-885.000	
10/4/2023	113-0174101-9547473	\$ 730.00	738-738-728.000	
10/4/2023	112-5552930-1660250	\$ 22.70	738-738-886.000	
10/5/2023	112-4663257-7972248	\$ 1,241.93	101-300-728.000	
10/5/2023	113-6296216-2345037	\$ 33.64	738-738-728.000	
10/5/2023	112-3659019-0610638	\$ 21.43	738-738-728.000	
10/5/2023	111-6151373-6031469	\$ 56.41	738-738-886.000	
10/9/2023	112-7240426-0127468	\$ 906.50	101-300-728.000	
10/9/2023	112-1836273-9963429	\$ 582.00	101-300-728.000	

10/9/2023	112-7910678-3773007	\$ 1,474.60	101-300-728.000
10/9/2023	112-3284305-8277809	\$ 18.88	738-738-728.000
10/9/2023	112-6510047-1513047	\$ 7.59	738-738-728.000
10/10/2023	112-6555749-5337827	\$ 482.74	101-300-728.000
10/10/2023	112-5921951-9897055	\$ 32.29	738-738-728.000
10/10/2023	113-7197954-8168269	\$ 204.53	738-738-728.000
10/11/2023	114-6802561-9730614	\$ 73.65	101-265-932.000
10/11/2023	112-8042472-1028245	\$ 31.99	101-300-728.000
10/11/2023	114-2699863-5095408	\$ 13.98	738-738-728.000
10/11/2023	114-7637655-5169810	\$ 76.44	738-738-728.000
10/11/2023	114-4856601-4656260	\$ 39.35	738-738-886.000
10/12/2023	111-0689445-3221860	\$ 38.21	101-426-728-000
10/12/2023	112-9551831-3977838	\$ 9.99	738-738-981.000
10/13/2023	112-5811927-1691423	\$ 12.90	738-738-886.000
	Total Amount	\$ 12,247.34	

GL Code	Sum of Total Amount
101-190-730.000	39.42
101-226-728-000	73.28
101-226-817.000	58.5
101-258-740.000	505.67
101-265-932.000	73.65
101-300-728.000	6423.5
101-300-818.000	591.1
101-426-728.000	31.99
101-426-728-000	38.21
101-691-728.000	35.95
101-691-885.000	38.82
101-809-981.001	1386.71
592-539-791.000	116.28
738-738-728.000	1585.64
738-738-886.000	565.07
738-738-981.000	683.55
Grand Total	12247.34

AMD ENGINEERING GROUP LLC SERVICE REPORT

Invoice Number: 3

GL Number	Fund/Department					Total Hours
	B & E	Maj Streets	Local Streets	W & S	P & R	
	101-371-818.000	202-202-895.000	203-203-895.000	592-536-817.000	101-691-818.000	
9/1/2023		2				2
9/2/2023						0
9/3/2023						0
9/4/2023						0
9/5/2023	5	2.5				7.5
9/6/2023	5			2		7
9/7/2023	5		2.5			7.5
9/8/2023						0
9/9/2023						0
9/10/2023						0
9/11/2023	5	2.5				7.5
9/12/2023	5		1	2		8
9/13/2023	5	2				7
9/14/2023	5	3				8
9/15/2023						0
9/16/2023						0
9/17/2023						0
9/18/2023	4	3				7
9/19/2023	4			3.5		7.5
9/20/2023	4		1.5	2		7.5
9/21/2023	5		1	2		8
9/22/2023						0
9/23/2023						0
9/24/2023						0
9/25/2023	4.5	3				7.5
9/26/2023	4		2	2		8
9/27/2023	4.5	2			1	7.5
9/28/2023	4	2.5			1	7.5
9/29/2023						0
9/30/2023						0
Totals	69	22.5	8	13.5	2	115
Distributions	\$ 8,625.00	\$ 2,812.50	\$ 1,000.00	\$ 1,687.50	\$ 250.00	\$ 14,375.00

OK TO PAY



ARTISTIC LANDSCAPING & LAWN SERVICE

Invoice

5477 W.BROOKSIDE DR
DEARBORN HEIGHTS, MI 48125
(313) 404-5999

Date	Invoice #
9/24/2023	13936

Bill To
CITY OF DEARBORN HEIGHTS 6045 FENTON DEARBORN HEIGHTS, MI 48127

Ship To
DPW DEARBORN HEIGHTS, MI 48125

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	NET 10 DAYS		9/24/2023			
Quantity	Item Code	Description			Price Each	Amount
1	2023 CONTRACT	2023 GRASS CUTTING CONTRACT FOR ALL DPW PROPERTY COVERED IN CONTRACT CUT WEEK 8-9-2023 101-440-818.100 OK TO PAY RM Re			4,000.00	4,000.00
					Total	\$4,000.00

ARTISTIC LANDSCAPING & LAWN SERVICE

5477 W.BROOKSIDE DR
DEARBORN HEIGHTS, MI 48125
(313) 404-5999

Invoice

Date	Invoice #
9/24/2023	13937

Bill To

CITY OF DEARBORN HEIGHTS
6045 FENTON
DEARBORN HEIGHTS, MI 48127

Ship To

DPW
DEARBORN HEIGHTS, MI 48125

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	NET 10 DAYS		9/24/2023			
Quantity	Item Code	Description			Price Each	Amount
1	2023 CONTRACT	2023 GRASS CUTTING CONTRACT FOR ALL DPW PROPERTY COVERED IN CONTRACT CUT WEEK 8-23-23			4,000.00	4,000.00
101-440-818.000 OK To Pay PR REL						
					Total	\$4,000.00

101-440-818.000
OK To Pay
PR

REL

ARTISTIC LANDSCAPING & LAWN SERVICE

Invoice

5477 W.BROOKSIDE DR
DEARBORN HEIGHTS, MI 48125
(313) 404-5999

Date	Invoice #
9/24/2023	13938

Bill To
CITY OF DEARBORN HEIGHTS 6045 FENTON DEARBORN HEIGHTS, MI 48127

Ship To
DPW DEARBORN HEIGHTS, MI 48125

P.O. Number		Terms	Rep	Ship	Via	F.O.B.	Project
		NET 10 DAYS		9/24/2023			
Quantity	Item Code	Description				Price Each	Amount
1	2023 CONTRACT	2023 GRASS CUTTING CONTRACT FOR ALL DPW PROPERTY COVERED IN CONTRACT CUT WEEK 9-6-23 101-440-818.100 OK TO PAY PR				4,000.00	4,000.00
						Total	\$4,000.00

101-440-818.100
OK TO PAY
PR

PC

ARTISTIC LANDSCAPING & LAWN SERVICE

Invoice

5477 W.BROOKSIDE DR
DEARBORN HEIGHTS, MI 48125
(313) 404-5999

Date	Invoice #
9/24/2023	13939

Bill To
CITY OF DEARBORN HEIGHTS 6045 FENTON DEARBORN HEIGHTS, MI 48127

Ship To
DPW DEARBORN HEIGHTS, MI 48125

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	NET 10 DAYS		9/24/2023			
Quantity	Item Code	Description			Price Each	Amount
1	2023 CONTRACT	2023 GRASS CUTTING CONTRACT FOR ALL DPW PROPERTY COVERED IN CONTRACT CUT WEEK 9-20-23			4,000.00	4,000.00
101-440-818.100 OK TO PAY RM 						
Total					\$4,000.00	

SERVICE FEE INVOICE

Broadspire®
A CRAWFORD COMPANY

Bill To

DEARBORN HEIGHTS, MI, CITY OF
6045 FENTON AVENUE
DEARBORN HEIGHTS MI 48127
Attention: Badri Jawad

Invoice Number 102042068

Invoice Date 06/01/2023

Customer Number 34094

Program Number 030790

Program Name DEARBORN HEIGHTS, MI,
CITY OF

Terms Due Upon Receipt

Item Code	Description	Amount
Medical Bill Review	May -2023	\$2,182.60
Subtotal		\$2,182.60
Sales Tax		\$ 0.00
Invoice Total		\$2,182.60

Crawford Contact Person: Customer Service
Telephone: (404) 300-0700
Email: Corporate_Billing@us.crawco.com

Please include invoice number and customer number with payment.

Approved 09/26/2023
Margaret Hylton

Remit to: Broadspire Services Inc P O Box 404579 Atlanta, GA 30384-4579
EFT Remittance: Bank of America Acct #003264038771 ABA: ACH 061000052 Wire 026009593.
Federal Tax ID# 36-3917295

Central Wayne County Sanitation Auth.

3850 Second St., Suite 170

Wayne, MI 48184

USA

Invoice Number: 08/23-HHLD-DH

Invoice Date: Aug 31, 2023

Page: 1

Duplicate

Voice: 734-722-9980

Fax: 734-722-9985

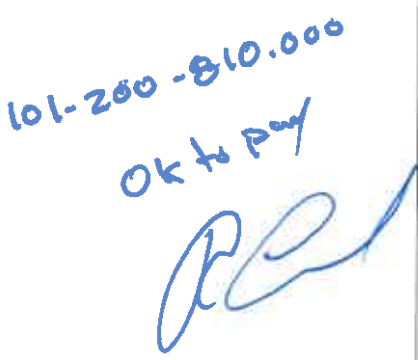
Bill To:

City of Dearborn Heights
Robert Conrad, DPW Director
6045 Fenton
Dearborn Heights, MI 48127

Ship to:

City of Dearborn Heights
Robert Conrad, DPW Director
6045 Fenton
Dearborn Heights, MI 48127

Customer ID	Customer PO	Payment Terms	
6261		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		9/30/23

Quantity	Item	Description	Unit Price	Amount
2,355.02		August, 2023 Household Disposal - 2,355.02 tons @ \$18.72 per ton	18.72	44,085.97
				
Subtotal				44,085.97
Sales Tax				
Total Invoice Amount				44,085.97
Payment/Credit Applied				
TOTAL				44,085.97

Check/Credit Memo No:

Central Wayne County Sanitation Auth.

3850 Second St., Suite 170
Wayne, MI 48184
USA

Invoice Number: 09/23-Admin
Invoice Date: Sep 26, 2023
Page: 1

Voice: 734-722-9980
Fax: 734-722-9985

Duplicate

Bill To:

City of Dearborn Heights
Robert Conrad, DPW Director
6045 Fenton
Dearborn Heights, MI 48127

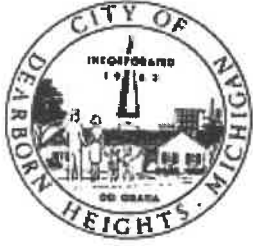
Ship to:

City of Dearborn Heights
Robert Conrad, DPW Director
6045 Fenton
Dearborn Heights, MI 48127

Customer ID	Customer PO	Payment Terms	
6261		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		10/26/23

Quantity	Item	Description	Unit Price	Amount
		September, 2023 Administration, Operating and Monofill		7,952.00
<i>101-200-810.000</i> <i>OK to pay</i> <i>REL</i>				
Subtotal				7,952.00
Sales Tax				
Total Invoice Amount				7,952.00
Payment/Credit Applied				
TOTAL				7,952.00

Check/Credit Memo No:



Water Department

Bill Bazzi
Mayor

To: Cyndi King, Comptroller

From: Pamela Harper, Water Billing Coordinator/Machine Operator

Date: October 4, 2023

Re: Water Billing Postage

Please draw the below check:

Account: Water
Account #: 592-536-728.000
Amount: \$10,000.00
Payable: Dearborn Postmaster
Reason: Postage for Water Bills

Please put on the next city council agenda per current requirements. Can we put on the memo that this is for permit 917. Return the check to Pamela Harper, Water Billing Department.

Thank you,

Pamela Harper
Water Billing Coordinator/Machine Operator



Grays Outdoor Services LLC

30850 Brown St
Garden City, MI 48135 US
+1 2484702318
graysoutdoorpeople@yahoo.com



INVOICE

BILL TO
City of Dearborn Heights
8045 Fenton
Dearborn Heights, MI 48127

INVOICE 1348
DATE 09/27/2023
TERMS Due on receipt
DUE DATE 09/27/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	City stump removal	Removal of city stumps 23238 Annapolis 23225 Annapolis 23300 Annapolis 23330 Annapolis x 2 stumps 23203 Annapolis 23423 Annapolis 4517 Grindley Park 4518 Parker 4435 Pardee 26009 McDonald 4000 Tulane 500 Centralia Plus 8 stumps for Wilson Rd 4220 Edgewood 4938 Clippert 4650 Culver 4518 Parker 3901 Vassar 5359 West Point 442 Berwyn 732 Dover	29	250.00	7,250.00

BALANCE DUE

\$7,250.00

101-440-820.000
OK TO PAY
[Signature]

[Signature]



WATER INVOICE

www.glwater.org

Account Name	DEARBORN HEIGHTS
Account Number	100-0291-W
Billing Date	09/22/2023
Due Date	11/06/2023

Billing Inquiries: (313) 965-9775

CITY OF DEARBORN HEIGHTS
6045 FENTON
DEARBORN HEIGHTS, MI 48127

PREVIOUS BALANCE	\$1,052,239.43
ADJUSTMENTS AND PAYMENTS APPLIED	\$(339,035.70)
PREVIOUS AMOUNT DUE	\$713,203.73
CURRENT CHARGES	
Charges for the Month of AUGUST 2023 - Usage Detail by Meter on Page 2	
WATER USAGE CHARGE	16588.95 MCF \$8.53 Commodity Charge \$141,503.74
WATER FIXED MONTHLY CHARGE	\$211,900.00
TOTAL CURRENT CHARGES	353,403.74
TOTAL DUE	\$1,066,607.47

PAYMENT OPTIONS

By Check
GREAT LAKES WATER AUTHORITY
ATTN: TREASURY
P.O. BOX 441370
DETROIT, MI 48244-1370
Please include remittance with check

By Wire
ABA #: 042000013
Account #: 130121405893
Attn: GLWA TREASURY
Email remittance information to
treasury@glwater.org

By ACH
ABA #: 021052053
Account #: 88136631
Attn: GLWA TREASURY
Email remittance information to
treasury@glwater.org

Ok to pay

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT IF BY CHECK

Account Name	Account Number	Due Date	Amount Due
DEARBORN HEIGHTS	100-0291-W	11/06/2023	\$1,066,607.47

AMOUNT REMITTED \$ 353,403.74

6045 FENTON
DEARBORN HEIGHTS, MI 48127

You may access your meter data at the WAMR Portal
wamr.glwater.org

Obtain a user login by calling (313) 267-1474 or by email at
wamr@glwater.org

REMIT TO: Great Lakes Water Authority
Attn: Treasury
P.O. Box 441370
Detroit, MI 48244-1370

24 100029123 000106660747 2



City of Dearborn Heights

100-0291-W

METER INFO		PREVIOUS		CURRENT		CONSUMPTION
SITE ID	DATE	READING	DATE	READING	CONSUMPTION	MCF
DH01A	08/01/23	152103	09/01/23	152118	15	1.50
DH01B	08/01/23	79353	09/01/23	79620	267	26.70
DH02A	08/01/23	111680	09/01/23	111680	0	0.00
DH03A	08/01/23	5203748	09/01/23	5325294	121546	4292.40
DH10A	08/01/23	384907	09/01/23	384995	88	8.80
DH10B	08/01/23	36548	09/01/23	36548	0	0.00
DH11A	08/01/23	37099	09/01/23	37627	528	52.80
DH11B	08/01/23	17277	09/01/23	18225	948	94.80
DH12A	08/01/23	16503476	09/01/23	16846446	342970	12111.99

TOTAL CONSUMPTION (MCF): 16588.950

Consumption may be reported per hundred cubic feet or cubic meters depending on the type of meter installed. GLWA converts billed consumption for all member partners to thousands of cubic feet (MCF) using the following conversion factors.

Unit Conversion Calculation

Cubic Meters (CM) X .035315 = Thousand(s) of Cubic Feet (MCF)

Hundred(s) of Cubic Feet (CCF) X 10 = Thousand(s) of Cubic Feet (MCF)

**Customer Number**

8604062

Due Date

10/20/2023

Invoice Number

22909860

PO Number

N/A

Location

City of Dearborn Heights

24600 Van Born Rd

Service Date

10/20/23 - 1/19/24

Amount Billed

\$1,781.94

Alarm Billing For: Monitoring Maintenance & Services

Subtotal \$1,781.94

Tax \$0.00

592.536-818.000

OK to pay

Current Amount Due

\$1,781.94

For the most up to date information on your account, please register through the MyGuardian portal at www.myguardianonline.com**CONTACT US TO: Change your address • Enroll in automatic payment**Pay by Phone:
1-800-728-5439ACH/Wire Transfer:
Routing #: 021052053
Account #: 66663234To remit payment overnight:
PNC BANK
C/O GA BUSINESS PURCHASER LLC
LOCKBOX NUMBER 713263
350 EAST DEVON AVE
ITASCA IL 60143Pay online:
www.myguardianonline.com**SEE BACK FOR IMPORTANT MESSAGES**

Detach and Return Below Portion with Your Payment

**GUARDIAN ALARM COMPANY**
20800 SOUTHFIELD RD
SOUTHFIELD MI 48075
RETURN SERVICE REQUESTED**Customer Number**

8604062

Invoice Number/Date

22909860 - 10/20/2023

Pay this Amount

\$1,781.94

Amount Paid

\$ _____

Check this box and fill out the form on the reverse side to:
Change your address**ADDRESSEE**

0000316

City Of Dearborn Heights
24600 Van Born Rd
Dearborn Hts, MI 48125-2006**MAKE PAYMENT AND REMIT TO**GA BUSINESS PURCHASER LLC
PO BOX 713263
CHICAGO IL 60677-1263

0001000008604062002290986000001781944

**Guardian Environmental Services, Inc.**

34400 Glendale Street
Livonia, MI 48150

Phone: (734) 513-9500 Fax: (734) 513-9560
www.gesmechanicalservices.com

** Please remit all payments to the above address*

INVOICE

Invoice No.: **58225**
Invoice Date: **09/06/2023**
Client: **DE0100**
Site: **24602VANBO**
Page: **1 of 1**

City of Dearborn Heights
Emailed To:
mpaul@ci.dearborn-heights.mi.us

Service Location
JFK Jr. Library
24602 VAN BORN RD.
DEARBORN HEIGHTS MI 48125

Work Order Id: 67708
Completion Date: 12/13/2022

P.O. #:
Job Id: SVC-24602VANBO

Work Performed:

Quote 43973 Dearborn Library
Provide DDC front-end includes:
Provide Bacnet Architecture
Includes Jace-8000 Network Manager/ Webserver for graphical user interface
(GUI)Niagra 4 version. Includes NC-8050 (Device core limit-50)
SMA-8xx0-1yr-INIT(18 month service agreement)
Custom graphics package, data logging, alarm management services included

Provide DDC controls for the following

- (8) FPB's
- (13) VAVs
- (2) Boilers
- (1) AHU
- (1) CUH
- (1) Humidifier

10/00/2023

CI TO NAT 738-738-921.1

Mat/Oth/Sub Charges

Material
Other Charges

Ext'd Price

\$2,352.38
\$27,495.00

Mat/Oth/Sub Subtotal

\$29,847.38

INVOICE TOTAL

\$29,847.38

DUE UPON RECEIPT

We accept payments by MasterCard and VISA

DEARBORN HEIGHTS POLICE DEPARTMENT
OFFICE OF THE POLICE CHIEF

TO: City Comptroller
RE: Issuance of check

DATE: October 3, 2023

Please issue a check as listed below:

AMOUNT: \$7,674.50

PAYABLE TO: Hall Mackled PC
Claimant James Edgar Berberian
23756 Michigan Ave. Suite 300
Detroit, MI 48124

PLEASE RETURN CHECK TO THE POLICE DEPARTMENT

REASON: return of seized property – 21-01962

ACCOUNT: 265-330-831.265 (State Forfeiture)



Paul D. Vanderplow
Director Support Services



KYM L. WORTHY
PROSECUTING ATTORNEY

RICHARD HATHAWAY
CHIEF ASSISTANT

DARYL CARSON
CHIEF OF STAFF

COUNTY OF WAYNE
OFFICE OF THE
PROSECUTING ATTORNEY
DETROIT, MICHIGAN

1200 FRANK MURPHY HALL OF JUSTICE
1441 ST. ANTOINE STREET
DETROIT, MICHIGAN 48226-2302
TEL: (313) 224-5831
FAX: (313) 224-7412

August 04, 2023

FULL AND FINAL SETTLEMENT AGREEMENT AND RELEASE OF CIVIL CLAIMS REGARDING \$39,305.00 U.S. CURRENCY AND \$7,674.50 U.S. CURRENCY AND VARIOUS JEWELRY/COINS ITEMS AND VARIOUS MISCELLANEOUS ITEMS, SEIZED BY THE DEARBORN HEIGHTS POLICE DEPARTMENT CASE NO. 21-01962 PURSUANT TO THE DRUG ASSET FORFEITURE ACT, WAYNE COUNTY PROSECUTOR'S OFFICE F#0897535 (FFN 18643)

WHEREAS for valuable and mutual consideration, the adequacy of which are acknowledged by the signing of this four-page settlement agreement and release of claims between James Edgar Berberian (hereinafter "Claimant") by and with representation of counsel Amir I. Makled and the People of the State of Michigan, this agreement is made to bind the Claimant and the People (collectively, the "Parties") to the following terms;

WHEREAS the undersigned Claimant and/or duly authorized agent also acknowledges that the Wayne County Prosecutor's Office has fully informed Claimant of the opportunity to contest this matter before a court of competent jurisdiction and raise any and all constitutional and legal questions but instead waives that opportunity and has freely decided to resolve this forfeiture matter out-of-court;

WHEREAS the Parties mutually agree to settle this matter out-of-court and in this settlement agreement and release of civil claims presents the final and binding terms of settlement and full accord and satisfaction in the civil *in rem* drug asset forfeiture action concerning the \$39,305.00 U.S. Currency, \$7,674.50 U.S. Currency, Various Jewelry/Coins Items, and Various Miscellaneous Items (hereinafter "Defendant Property") validly seized by the Dearborn Heights Police Department Case No. 21-01962;

Page 1 of 4

IT IS HEREBY STIPULATED BETWEEN THE PARTIES that Claimant is the owner of the seized Defendant Property and acknowledge said property was validly seized by the Dearborn Heights Police Department on February 11, 2021.

IT IS FURTHER STIPULATED BETWEEN THE PARTIES that Claimant acknowledges receipt of valid formal notice and process, that the Defendant Property was seized pursuant to MCL 333.7521, et seq. and is subject to forfeiture, and that the Claimant waives any and all further formal process of MCL 333.7521, et seq.

IT IS FURTHER STIPULATED BETWEEN THE PARTIES that Claimant freely, knowingly, and voluntarily waives any requirement for a criminal charge or conviction under MCL 333.7521a.

IT IS FURTHER STIPULATED BETWEEN THE PARTIES that \$6,852.00 of the Defendant Property 39,305.00 U.S. Currency shall be forfeit to the budgetary authority for the Dearborn Heights Police Department.

IT IS FURTHER STIPULATED BETWEEN THE PARTIES that \$32,453.00 of the Defendant Property 39,305.00 U.S. Currency shall be returned by the budgetary authority for the Dearborn Heights Police Department to Hall Makled PC care of Claimant James Edgar Berberian by mailing a check to:

23756 Michigan Ave, Suite 300, Detroit, MI 48124

IT IS FURTHER STIPULATED BETWEEN THE PARTIES that \$7,674.50 U.S. Currency of the Defendant Property shall be returned by the budgetary authority for the Dearborn Heights Police Department to Hall Makled PC care of Claimant James Edgar Berberian by mailing a check to:

23756 Michigan Ave, Suite 300, Detroit, MI 48124

IT IS FURTHER STIPULATED BETWEEN THE PARTIES that the Various Jewelry/Coins Items of the Defendant Property shall be released and returned to Claimant James Edgar Berberian and/or his representative counsel Amir I. Makled by the seizing agency, Dearborn Heights Police Department, to wit:

- Silver Dollar 2018
- Silver Dollars 2017 and 1922
- Two Dollar 1953
- One Dollar Bill
- Five Dollar Confederate
- Five Dollar Gold Buffalo
- One Dollar Silver Eagle
- Gold Cross
- Gold Clip
- Gold Ring 1936

IT IS FURTHER STIPULATED BETWEEN THE PARTIES that the Various Miscellaneous Items of the Defendant Property shall be forfeit to the budgetary authority for the Dearborn Heights Police Department, to wit:

- Brass Coins
- One Dollar
- Leather Biker Vest
- Metal Sign
- Hover Board
- Harley Placard
- Kid Rock Poster
- 39" Vizio Television
- 33" Vizio Television
- \$91 Money Order

IT IS FURTHER STIPULATED BETWEEN THE PARTIES that the budgetary authority for the Dearborn Heights Police Department shall remit \$850.00 to the Wayne County Prosecutor's Office as reimbursement for attorneys' fees.

IT IS FURTHER STIPULATED BETWEEN THE PARTIES that this settlement agreement represents the complete settlement of any forfeiture and all civil claims between these parties and upon the signing of this agreement hereby mutually release, acquit, and discharge one another, including their agents, servants, elected/appointed officials, officers, heirs, and assignees from any and all claims, causes of action, liabilities, damages, or losses, whether known or unknown, real or imaginary, which they may have or perceive themselves to have against one another as a result of any of the activities which were subject of the associated investigation or occurred incident thereto or arising out of circumstances of the seizure of the Defendant Property and any and all contents thereof in this referenced incident number; and that his/her agents, heirs, and assigns and further waive all procedural rights and right and application for leave to appeal this agreement.

IT IS FURTHER STIPULATED BETWEEN THE PARTIES that the People will not institute or maintain any other civil in rem action against the Defendant Property arising out of this matter.

IT IS FURTHER STIPULATED BETWEEN THE PARTIES that the seizing agency may retain the property for official use, sell that which is not required to be destroyed by law and which is not harmful to the public, pay for proper expense of the forfeiture proceeding, donate lights for plant growth or scales to schools for educational purposes, direct that the funds or a portion of the funds it would otherwise have received be paid to nonprofit organizations whose primary activity is to assist law enforcement agencies with drug-related criminal investigations and obtaining information for solving crimes. The money forfeited and derived from the sale of forfeited items and all interest and other earnings on money received by the seizing agency shall be used exclusively to supplement any law enforcement efforts as provided in MCLA 333.7524.

WHEREFORE the Parties hereby voluntarily enter into this agreement and with full understanding of its terms and binding effect and further agree to the form and content of this four-page agreement signed on this 4th day of August, 2023 (F#0897535; FFN 18643).



Fadi Yaldo (P74098)
Assistant Prosecuting Attorney
Wayne County Prosecutor's Office
1441 St. Antoine, 12th Floor
Detroit, MI 48226
Phone: (313) 967-6934



Amir I Makled (P76306)
Attorney for Claimant
Hall Makled PC
23756 Michigan Ave Suite 300
Dearborn, MI 48124
Phone: (313) 788-8888

Fw: James Berberian matter

Kevin J. Campbell <kjcampbell@dearbornheightsmi.gov>

Sat 9/30/2023 12:07 AM

To: Janet K. Lucas <jklucas@dearbornheightsmi.gov>

 1 attachments (209 KB)

James_Berberian_Signed_OCA.pdf;

Janet,

I received this for a settlement involving this forfeiture case. I have set the listed property to be returned and advised the attorney to set up an appointment with the property officer. Can you put in a check request for the two listed amounts through city hall (\$32,453.00 and \$7674.50).

Thanks,

Sgt. K. Campbell
Dearborn Heights Police Department
25637 Michigan Ave.
Dearborn Heights, MI 48125
(313) 277-6770
Kjcampbell@DearbornHeightsMI.gov

From: Kevin J. Campbell <kjcampbell@dearbornheightsmi.gov>
Sent: Friday, September 22, 2023 3:17 PM
To: Michael R. Guzowski <mrguzowski@dearbornheightsmi.gov>
Subject: Fw: James Berberian matter

I am forwarding this to you in regards to the settlement for James Berberian.

Sgt. K. Campbell
Dearborn Heights Police Department
25637 Michigan Ave.
Dearborn Heights, MI 48125
[\(313\) 277-6770](tel:3132776770)
Kjcampbell@DearbornHeightsMI.gov

From: Amir Makled <amakled@hallmakled.com>
Sent: Friday, September 22, 2023 2:48 PM
To: Kevin J. Campbell <kcampbell@ci.dearborn-heights.mi.us>
Cc: Fadi Yaldo <fyaldo@waynecounty.com>
Subject: James Berberian matter

Caution: This is an external email. Please take care when clicking links or opening attachments.

Good afternoon Sgt. Cambell,

Please be advised that I am retained by Mr. James Berberian in regards to the recovery of this personal property and currency. I have attached the stipulated order for return of his property. Please let me know how we can obtain his funds and his personal property. I can arrange to have them picked up.

Thank you in advance for your time.



Amir Makled
Partner/Principal
Hall Makled PC

✉ amakled@hallmakled.com

☎ (313) 788-8888

☎ (313) 995-7958

📍 23950 Princeton, Dearborn, MI 48124

🌐 hallmakled.com



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LEGAL CONFIDENTIAL: This E-mail (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521. The information and/or documents in this message are privileged and confidential, for use only by the intended recipient. If you are not the intended recipient, any disclosure, distribution, use or copying of the contents of this message is prohibited. If you have received this message in error, please notify us immediately and delete this message from your system.

DEARBORN HEIGHTS POLICE DEPARTMENT
OFFICE OF THE POLICE CHIEF

TO: City Comptroller
RE: Issuance of check

DATE: October 3, 2023

Please issue a check as listed below:

AMOUNT: \$32,453.00

PAYABLE TO: Hall Mackled PC
Claimant James Edgar Berberian
23756 Michigan Ave. Suite 300
Detroit, MI 48124

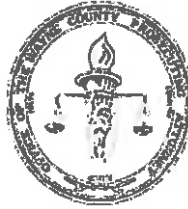
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Paul D. Vanderplow
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August 04, 2023

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Assistant Prosecuting Attorney
Wayne County Prosecutor's Office
1441 St. Antoine, 12th Floor
Detroit, MI 48226
Phone: (313) 967-6934

Amir Makled

Amir I Makled (P76306)
Attorney for Claimant
Hall Makled PC
23756 Michigan Ave Suite 300
Dearborn, MI 48124
Phone: (313) 788-8888

PAYMENT PAGE

Commercial Account 6035 3225 0097 8576
Statement Date 09/28/23

View, manage and pay your account online at
myhomedepotaccount.com

Remit payment and make checks payable to:
HOME DEPOT CREDIT SERVICES
DEPT. 32 - 2500978576
PO BOX 78047
PHOENIX, AZ 85062-8047

Invoices to
Be Paid

IMPORTANT:

To ensure accurate posting of your payment, please indicate which invoices you are paying by checking the appropriate box below. To apply a credit to an invoice, write in the invoice number of the debit transaction that you would like to have applied to, in the "Invoice Number" column next to the credit. Please remit entire Payment Page(s) when sending payment.

CREDITS

Transaction Date	Invoice #	Original Invoice Amount	Credit Amount	Apply to Invoice	Invoice Number (Enter invoice number in which to apply credit)
08/15/23	5122904	-\$31.96	-\$31.96		#

CURRENT ACTIVITY

Transaction Date	Invoice #	Original Invoice Amount	Amount Due	Payment Due Date	Check if Paying	Payment Amount (If less than Amount Due)
08/28/23	2010464	\$17.88	\$17.88	09/30/23	☒	\$
08/28/23	2010489	\$29.67	\$29.67	09/30/23	☒	\$
08/29/23	1025518	\$44.98	\$44.98	09/30/23	☒	\$
08/29/23	1025524	\$553.32	\$553.32	09/30/23	☒	\$
08/31/23	9020098	\$410.66	\$410.66	10/31/23	☒	\$
08/31/23	9020164	\$17.98	\$17.98	10/31/23	☒	\$
09/05/23	4010700	\$165.82	\$165.82	10/31/23	☒	\$
09/07/23	2020743	\$77.90	\$77.90	10/31/23	☒	\$
09/09/23	521521	\$38.01	\$38.01	10/31/23	☒	\$
09/11/23	8010903	\$600.64	\$600.64	10/31/23	☒	\$
09/11/23	8341230	\$33.88	\$33.88	10/31/23	☒	\$
09/11/23	8532736	\$126.95	\$126.95	10/31/23	☒	\$
09/12/23	7543588	\$286.42	\$286.42	10/31/23	☒	\$
09/13/23	6021455	\$136.69	\$136.69	10/31/23	☒	\$
09/14/23	5060583	\$33.41	\$33.41	10/31/23	☒	\$
09/18/23	1970577	\$85.58	\$85.58	10/31/23	☒	\$
09/19/23	22177	\$247.80	\$247.80	10/31/23	☒	\$

continued on next page

Page 5 of 20



P.O. Box 790420
St. Louis, MO 63179

Your Account Number is 6035 3225 0097 8576



Statement Date
Account Balance
Check here if paying
all invoices

09/28/23
\$4,131.48

☐

Statement Enclosed

For proper credit, please write
6035 3225 0097 8576
on your check and enclose
with this payment coupon.

Amount Enclosed: \$ 3173.24

Please see reverse side to change your address.
Make Checks Payable to ▼

CITY OF DEARBORN HEIGHTS
6045 FENTON
ATTN: MATTHEW PAUL
DEARBORN HEIGHTS, MI 48127-3287

HOME DEPOT CREDIT SERVICES
DEPT. 32 - 2500978576
PO BOX 78047
PHOENIX, AZ 85062-8047

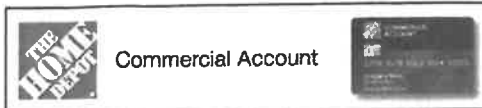


03409 0000000 0413148 0000000 06035322500978576 2806

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08/29/23	1025524	\$553.32	\$553.32	09/30/23	☒	\$
08/31/23	9020098	\$410.66	\$410.66	10/31/23	☒	\$
08/31/23	9020164	\$17.98	\$17.98	10/31/23	☒	\$
09/05/23	4010700	\$165.82	\$165.82	10/31/23	☒	\$
09/07/23	2020743	\$77.90	\$77.90	10/31/23	☒	\$
09/09/23	521521	\$38.01	\$38.01	10/31/23	☒	\$
09/11/23	8010903	\$600.64	\$600.64	10/31/23	☒	\$
09/11/23	8341230	\$33.88	\$33.88	10/31/23	☒	\$
09/11/23	8532736	\$126.95	\$126.95	10/31/23	☒	\$
09/12/23	7543588	\$286.42	\$286.42	10/31/23	☒	\$
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09/28/23

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HOME DEPOT CREDIT SERVICES
DEPT. 32 - 2500978576
PO BOX 78047
PHOENIX, AZ 85062-8047



03409 0000000 0413148 0000000 06035322500978576 2806

CURRENT ACTIVITY, cont.

Transaction Date	Invoice #	Original Invoice Amount	Amount Due	Payment Due Date	Check if Paying	Payment Amount (If less than Amount Due)
09/26/23	3011359	\$64.53	\$64.53	10/31/23	☒	\$
09/27/23	2011415	\$107.82	\$107.82	10/31/23	☒	\$
09/27/23	2023012	\$93.30	\$93.30	10/31/23	☒	\$

PREVIOUSLY BILLED OPEN ITEMS

Transaction Date	Invoice #	Original Invoice Amount	Amount Due	Payment Due Date	Check if Paying	Payment Amount (If less than Amount Due)
08/01/23	9341014	\$36.28	\$36.28	09/30/23	☐	\$
08/03/23	7022760	\$22.42	\$22.42	09/30/23	☐	\$
08/05/23	5612393	\$32.20	\$32.20	09/30/23	☐	\$
08/08/23	2023224	\$68.92	\$68.92	09/30/23	☐	\$
08/10/23	23532	\$31.96	\$31.96	09/30/23	☐	\$
08/11/23	9062932	\$28.98	\$28.98	09/30/23	☐	\$
08/12/23	8014939	\$39.51	\$39.51	09/30/23	☐	\$
08/15/23	5010075	\$37.99	\$37.99	09/30/23	☐	\$
08/16/23	4063283	\$77.85	\$77.85	09/30/23	☐	\$
08/17/23	3024266	\$63.96	\$63.96	09/30/23	☐	\$
08/21/23	9010168	\$99.00	\$99.00	09/30/23	☐	\$
08/22/23	8010241	\$14.68	\$14.68	09/30/23	☐	\$
08/22/23	8525526	\$47.67	\$47.67	09/30/23	☐	\$
08/23/23	7024892	\$62.91	\$62.91	09/30/23	☐	\$
08/24/23	6025005	\$325.87	\$325.87	09/30/23	☐	\$

Easily manage your contact information

It's important we have your current contact information, so if anything changes (including your email or mailing address or phone number), please do one of the following to easily update your information:

- You can update your contact information by logging into your online account via the URL located in the **Questions About Your Account** section on the front of your statement, or
- Call the phone number located in the **Questions About Your Account** section on the front of your statement

**BUY ANY 3 RHEEM
WATER HEATERS
AND SAVE 6%**



**BULK
PRICE
SAVINGS
TODAY
EVERY DAY**

Truck Load Pricing &
Local Market Delivery
Available at select stores.

**See the Pro Desk
for more details.**





How doers
get more done.

25451 MICHIGAN AVE
DEARBORN HTS. MI 48125 (313)359-9600

2710 00002 91245 09/27/23 10:42 AM
SALE CASHIER IVETISHA

043318130052 SIMPLE GREEN <A>
SIMPLE GREEN APC 12802 65.88N
6910.98 24.98N
783250739691 ORGRANT250 <A>
738 ORNG WIREBUT WIRE CANNCTR 2500K
038753306209 GREASE <A> 2.44N
102 PLUMBERS GREASE

TAX EXEMPT SUBTOTAL 93.30
SALES TAX 0.00
TOTAL \$93.30

XXXXXXX000008576 HOME DEPOT

AUTH CODE 027122/2023012

US\$ 93.30
TA

CITY OF DEARBORN HEIGHTS
ROCKENJESS CHRISTON
Chip Read
AID A000000004999908400305 THD PLCC PROX

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-3443 SUMMARY
THIS RECEIPT PO/JOB NAME: 23066

2023 PRO XTRA SPEND 09/26: \$26,198.75
INCLUDES:
2023 PROXTRA SAVINGS 09/26: \$1,093.01

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2710 09/27/23 10:42 AM

2710 02 91245 09/27/2023 3896

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 09/26/2024



How doers
get more done.

25451 MICHIGAN AVE
DEARBORN HTS. MI 48125 (313)359-9600

2710 00001 88094 09/26/23 01:07 PM
SALE CASHIER ANTOINETTE

043318130052 SIMPLE GREEN <A>
SIMPLE GREEN APC 12802 65.88N
6910.98 24.98N
783250739691 ORGRANT250 <A>
738 ORNG WIREBUT WIRE CANNCTR 2500K
038753306209 GREASE <A> 2.44N
102 PLUMBERS GREASE

TAX EXEMPT SUBTOTAL 93.30
SALES TAX 0.00
TOTAL \$93.30

XXXXXXX000008576 HOME DEPOT

AUTH CODE 026861/3011359

US\$ 64.53
TA

CITY OF DEARBORN HEIGHTS
ROCKENJESS CHRISTON
Chip Read
AID A000000004999908400305 THD PLCC PROX

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-3443 SUMMARY
THIS RECEIPT PO/JOB NAME: 24 066

2023 PRO XTRA SPEND 09/25: \$25,965.59
INCLUDES:
2023 PROXTRA SAVINGS 09/25: \$1,093.01

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2710 09/26/23 01:07 PM

2710 01 88094 09/26/2023 5856

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 09/26/2024



How doers
get more done.

25451 MICHIGAN AVE
DEARBORN HTS. MI 48125 (313)359-9600

2710 00002 11193 08/31/23 09:45 AM
SALE CASHIER KRISTI

70396861056 10' PT DECK <A>
1-5/32X6-10FT THICK PT WEATHERSHLD
30811.08 332.40N
70396811565 1X4-8 PT <A>
1X4-8FT PT GC WEATHERSHIELD
484.58 18.32N
764656733084 30MTS <A>
DECKMADE III, 1AN, 3 IN, 5 LB
764656733053 2120MTS <A>
DECKMADE III, 1AN, 2-1/2 IN, 5 LB

TAX EXEMPT SUBTOTAL 410.66
SALES TAX 0.00
TOTAL \$410.66

XXXXXXX000008576 HOME DEPOT

AUTH CODE 031242/3020098

US\$ 410.66
TA

CITY OF DEARBORN HEIGHTS
FOLEY RICHARD A.
Chip Read
AID A000000004999908400305 THD PLCC PROX

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-3443 SUMMARY
THIS RECEIPT PO/JOB NAME: 23066

2023 PRO XTRA SPEND 08/30: \$21,244.53
INCLUDES:
2023 PROXTRA SAVINGS 08/30: \$664.10

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2710 08/31/23 09:45 AM

2710 02 11193 08/31/2023 7080

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 08/30/2024



**How doers
get more done.**

25451 MICHIGAN AVE
DEARBORN HTS. MI 48125 (313)359-9600

2710 00002 06987 08/29/23 09:45 AM
SALE CASHIER MAYA

70396811329 2X8-10 PT 2P <A>
2X8-10FT #2PRIME PT GC 69.40N
5413.88
70396811237 2X4-10 PT 2P <A>
2X4-10FT #2PRIME PT GC WEATHERSHIELD
32.90N
393.58
703968111275 2X6-10 PT 2P <A>
2X6-10FT #2PRIME PT GC WEATHERSHIELD
101.80N
10910.18
090489133498 BALUSTER <A>
2X2-42" PT BEVEL 1 END BALUSTER
166.32N
8461.98
076174753435 DN SAN HORSE <A>
DENALI METAL FOLDING SAN HORSE
119.96N
2839.96
76466620155 5 LB. SCREEN <A>
2-1/2" COMP. DECKSCREEN-TAN-5 LB
38.97N
037103365248 4 LBS. FIBER <A>
CRESCENT 4LB FIBERGLASS ENGINEER HAM
23.97N

SUBTOTAL 553.32
SALES TAX 0.00
TAX EXEMPT
TOTAL \$553.32
XXXXXXXXXXXX8576 HOME DEPOT
AUTH CODE 029191/102552A US\$ 553.32
TA

CITY OF DEARBORN HEIGHTS
FOLEY RICHARD A
Chip Read
AID A0000000049399D8400305 THD PLCC PROX

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-3443 SUMMARY
THIS RECEIPT PO/JOB NAME: 23066

2023 PRO XTRA SPEND 08/28: \$20,664.77
INCLUDES:
2023 PROXTRA SAVINGS 08/28: \$664.10

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2710 08/29/23 09:45 AM



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25451 MICHIGAN AVE
DEARBORN HTS. MI 48125 (313)359-9600

2710 00001 59772 08/28/23 12:56 PM
SALE CASHIER BRIEDA

070798123489 DRYDEX 1PT <A>
DRY DEX SPACKLING 1PT 8.48N
049727210200 10IN KNIFE <A>
10IN TAPING KNIFE YELLOW TEX. HANDLE
049727220766 6" HAMMER <A>
WB HAMMER-END JOINT KNIFE 6" 12.21N

SUBTOTAL 29.67
SALES TAX 0.00
TAX EXEMPT
TOTAL \$29.67
XXXXXXXXXXXX8576 HOME DEPOT
AUTH CODE 028781/2010489 US\$ 29.67
TA

CITY OF DEARBORN HEIGHTS
FOLEY RICHARD A
Chip Read
AID A0000000049399D8400305 THD PLCC PROX

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-3443 SUMMARY
THIS RECEIPT PO/JOB NAME: 23066

2023 PRO XTRA SPEND 08/27: \$20,590.12
INCLUDES:
2023 PROXTRA SAVINGS 08/27: \$664.10

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2710 08/28/23 12:56 PM



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POLICY ID DAYS POLICY EXPIRES ON
A 11 365 08/27/2024



**How doers
get more done.**

25451 MICHIGAN AVE
DEARBORN HTS. MI 48125 (313)359-9600

2710 00001 59129 08/28/23 10:57 AM
SALE CASHIER BRIEDA

030699152124 CORNER BRACE <A>
BRACE, CORNER, 5" ZINC 483.76
887480023718 WINGNUT 1/4 <A>
1/4" ZINC WING NUT 15.12N
887480041415 MACH SCREW <A>
MCH SQW ZINC PH FLT 1/4 X 3/4 1.38N

SUBTOTAL 17.88
SALES TAX 0.00
TAX EXEMPT
TOTAL \$17.88
XXXXXXXXXXXX8576 HOME DEPOT
AUTH CODE 028797/2010464 US\$ 17.88
TA

CITY OF DEARBORN HEIGHTS
ROCKENSLEIGH CHRISTION
Chip Read
AID A0000000049399D8400305 THD PLCC PROX

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-3443 SUMMARY
THIS RECEIPT PO/JOB NAME: 23066

2023 PRO XTRA SPEND 08/27: \$20,572.24
INCLUDES:
2023 PROXTRA SAVINGS 08/27: \$664.10

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2710 08/28/23 10:57 AM



RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 08/27/2024



**How doers
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25451 MICHIGAN AVE
DEARBORN HTS. MI 48125 (313)359-9600

2710 00001 66223 09/05/23 08:35 AM
SALE CASHIER NANCY

703968461035 4X6-10 #2 PT -A>
4X6-10FT #2 PT GC
2823.48
079617780063 R2B PHD 24
R2B FEL POST HOLE PIERCE
081098036361 5/8 2X2 BAL -A>
5/8 1/2 1/2 DRYWALL REPAIR PANEL
08036057846 OSC BLD SET -A>
3PC FINE WOOD CUT OSC BLD SET
NLP Savings \$2.50
008925068646 6-1/2 24T -A>
5-1/2 1/2 24T FRAMING SAW BLADE/HOST
2010.97

SUBTOTAL 165.82
SALES TAX 0.00
TOTAL \$165.82

TAX EXEMPT
XXXXXXXXXXXX8576 HOME DEPOT
AUTH CODE 005785/4010700

CITY OF DEARBORN HEIGHTS
FOLEY RICHARD A
Child Read
AID A00000004939908400305 THD PLCC PROX

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-3443 SUMMARY
THIS RECEIPT PO/JOB NAME: 23066
2023 PRO XTRA SPEND 09/04: \$21,962.82
INCLUDES:
2023 PROXTRA SAVINGS 09/04: \$694.10

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2710 09/05/23 08:35 AM



2710 01 66223 09/05/2023 2436
-RETURN POLICY DEFINITIONS



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get more done.**

25451 MICHIGAN AVE
DEARBORN HTS. MI 48125 (313)359-9600

2710 00034 60904 09/11/23 09:37 AM
SALE CASHIER JACUAN

046500018107 OFF ACTIVE -A>
OFF1 ACTIVE 60Z PERSONAL REPELLANT
483.47

SUBTOTAL 33.88
SALES TAX 0.00
TOTAL \$33.88

TAX EXEMPT
XXXXXXXXXXXX8576 HOME DEPOT
AUTH CODE 011400/8341230

CITY OF DEARBORN HEIGHTS
ROCKENESS CHRISTON
Child Read
AID A00000004939908400305 THD PLCC PROX

PRO XTRA MEMBER STATEMENT

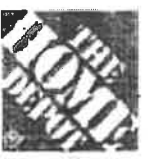
PRO XTRA ###-###-3443 SUMMARY
THIS RECEIPT PO/JOB NAME: 23066
2023 PRO XTRA SPEND 09/10: \$23,233.48
INCLUDES:
2023 PROXTRA SAVINGS 09/10: \$694.10

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2710 09/11/23 09:37 AM



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POLICY ID 365 POLICY EXPIRES ON
A 11 09/10/2024



**How doers
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25451 MICHIGAN AVE
DEARBORN HTS. MI 48125 (313)359-9600

2710 00001 72633 09/11/23 08:38 AM
SALE CASHIER NANCY

703968461035 4X6-10 #2 PT -A>
4X6-10FT #2 PT GC
10823.28
70396811510 5/4X6-16PREM -A>
5/4X6-16FT PREM PT GC WEATHERSHIELD
15920.78
703968561056 10' PT DECK -A>
1-5/32X6-10FT THICK PT WEATHERSHIELD
3011.08
70396811565 1X4-8 PT -A>
1X4-8FT PT GC WEATHERSHIELD
594.58

SUBTOTAL 600.64
SALES TAX 0.00
TOTAL \$600.64

TAX EXEMPT
XXXXXXXXXXXX8576 HOME DEPOT
AUTH CODE 011440/8010903

CITY OF DEARBORN HEIGHTS
FOLEY RICHARD A
Child Read
AID A00000004939908400305 THD PLCC PROX

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-3443 SUMMARY
THIS RECEIPT PO/JOB NAME: 23066
2023 PRO XTRA SPEND 09/10: \$22,632.84
INCLUDES:
2023 PROXTRA SAVINGS 09/10: \$694.10

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2710 09/11/23 08:38 AM



2710 01 72633 09/11/2023 9643
RETURN POLICY DEFINITIONS
POLICY ID 365 POLICY EXPIRES ON



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25451 MICHIGAN AVE.
DEARBORN HTS. MI 48125 (313) 359-9600

2710 00002 29286 09/07/23 09:17 AM
SALE CASHIER SHAWNE

051652100020 KILZ PRIMEROT <A> 16.98N
KILZ ORIGINAL PRIMER 10902 320Z
638060659755 1.5SHARP 3PK <A> 24.98N
SCOTCHBLUE 1.41 SHARP LINES 3PK
071497193254 2-1/2 IN. PR <A>
WSTR ULTIMAX 2.5 AG. SASH AP
2817.97 35.94N

TAX EXEMPT TOTAL \$77.90
SALES TAX 0.00

XXXXXXX000000576 HOME DEPOT
AUTH CODE 007394/2020743 USD\$ 77.90

CITY OF DEARBORN HEIGHTS
FOLEY RICHARD A
Chip Read
AID A000000004999908400305 THD PLCC PROX

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-3443 SUMMARY
THIS RECEIPT PO./JOB NAME: 23066
2023 PRO XTRA SPEND 09/06: \$22,128.64
INCLUDES: 2023 PROXTRA SAVINGS 09/06: \$634.10

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2710 09/07/23 09:17 AM



RETURN POLICY DEFINITIONS
POLICY ID: DAYS POLICY EXPIRES ON
A 11 365 09/08/2024



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25451 MICHIGAN AVE.
DEARBORN HTS. MI 48125 (313) 359-9600

2710 00054 10030 09/12/23 10:35 AM
SALE CASHIER PETER

045242514311 25' AL TAPE <A> 17.97N
MILWAUKEE 25FT AUTOCLOCK TAPE MEASURE
008925149170 3/8 IN X 4 I <A> 8.37N
DIABLO 3/8 X 4 X 6 HAMMER DRILL BIT
008925149200 1/2 IN X 4 I <A> 10.47N
DIABLO 1/2 X 4 X 5 HAMMER DRILL BIT
092097112834 SLEEVE ANCHO <A>
SLEEVE ANCHOR 1/2X3 HEX 25 PK
2829.97 59.94N
092097112810 SLEEVE ANCHO <A> 39.87N
SLEEVE ANCHOR 3/8X3 HEX 50 PK
6972527310204 ESS08R4DL3PK <A>
ECS (90W) BR40 DL 2PK DIM
5014.98 74.90N
6974913110047 ESS08R4SM2PK <A>
ECS (90W) BR40 SW 2PK DIM
5014.98 74.90N

TAX EXEMPT TOTAL \$286.42
SALES TAX 0.00

XXXXXXX000000576 HOME DEPOT
AUTH CODE 012449/7543588 USD\$ 286.42

CITY OF DEARBORN HEIGHTS
FOLEY RICHARD A
Chip Read
AID A0000000004999908400305 THD PLCC PROX

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-3443 SUMMARY
THIS RECEIPT PO./JOB NAME: 23066
2023 PRO XTRA SPEND 09/11: \$23,387.12
INCLUDES: 2023 PROXTRA SAVINGS 09/11: \$634.10

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2710 09/12/23 10:35 AM



2710 09/12/23 10:35 AM



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25451 MICHIGAN AVE.
DEARBORN HTS. MI 48125 (313) 359-9600

2710 00002 49268 09/13/23 10:18 AM
SALE CASHIER SARAH

192968014493 ESS0A190L4PK <A> S-
ECS (60W) A19 SMT DL 4PK DIM
385.99 17.97N
844547016319 21" MTD BL <A>
POWERCAR BLADE FOR 21" MULCHING MMR
4823.68 118.72N

TAX EXEMPT TOTAL \$136.69
SALES TAX 0.00

XXXXXXX000000576 HOME DEPOT
AUTH CODE 013603/6021455 USD\$ 136.69

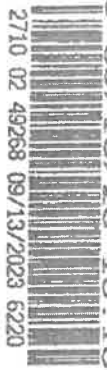
CITY OF DEARBORN HEIGHTS
ROCKENSUESS CHRISTON
Chip Read
AID A000000004999908400305 THD PLCC PROX

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-3443 SUMMARY
THIS RECEIPT PO./JOB NAME: 23066
2023 PRO XTRA SPEND 09/12: \$23,770.75
INCLUDES: 2023 PROXTRA SAVINGS 09/12: \$634.10

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2710 09/13/23 10:18 AM



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POLICY ID: DAYS POLICY EXPIRES ON
A 11 365 09/12/2024



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25451 MICHIGAN AVE.
DEARBORN HTS. MI 48125 (313)359-9600

2710 00006 68152 09/14/23 09:29 AM
SALE CASHIER LEMESHA

820909095415 3PK PUTTY KN <A> 3.48N
ANVIL PLASTIC PUTTY KNIFE (3-PACK) 8.98N
037064096342 3"FMGPPSCRP <A> 7.98N
HUSKY FLEXIBLE PUTTY KNIFE 3 IN 7.98N
017104124143 PRO 880 OT <A> 12.97N
ROMAN PRO-880 ADHESIVE OT 12.97N
045242569403 12 IN. 3 TPI <A> 12.97N
MKE AX CARBIDE 1PK 12" 3TPI PRINTING

TAX EXEMPT SUBTOTAL 33.41
SALES TAX 0.00

TOTAL \$33.41
XXXXXXXXXXXX8576 HOME DEPOT

AUTH CODE 014105/5060583 USD\$ 33.41
TA

CITY OF DEARBORN HEIGHTS
FOLEY RICHARD A
Chip Read

AID A000000004999908400305 THD PLCC PROX

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-3443 SUMMARY
THIS RECEIPT PO/JOB NAME: 23066

2023 PRO XTRA SPEND 09/13: \$23,944.24
INCLUDES: 2023 PROXTRA SAVINGS 09/13: \$710.57

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2710 09/14/23 09:29 AM



2710 06 68152 09/14/2023 7136

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 09/13/2024



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get more done.

25451 MICHIGAN AVE.
DEARBORN HTS. MI 48125 (313)359-9600

2710 00002 69126 09/19/23 05:01 PM
SALE CASHIER JUIKORNEI

081098011710 2120 RADAR <A> 649F
2 1/2" #2120 RADAR TPREDGE CELL 247.80N
4061.95

TAX EXEMPT SUBTOTAL 247.80
SALES TAX 0.00

TOTAL \$247.80
XXXXXXXXXXXX8576 HOME DEPOT

AUTH CODE 019608/0022177 USD\$ 247.80
TA

CITY OF DEARBORN HEIGHTS
BLACKBURN MICHAEL
Chip Read

AID A000000004999908400305 THD PLCC PROX

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-3443 SUMMARY
THIS RECEIPT PO/JOB NAME: 24016

2023 PRO XTRA SPEND 09/18: \$25,059.51
INCLUDES: 2023 PROXTRA SAVINGS 09/18: \$942.11

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2710 09/19/23 05:01 PM



2710 02 69126 09/19/2023 9174

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 09/18/2024



How doers
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25451 MICHIGAN AVE.
DEARBORN HTS. MI 48125 (313)359-9600

2710 00002 06920 08/29/23 09:27 AM
SALE CASHIER MAYA

731919671288 10 ELEC TOTE <A> 44.98N
HUSKY 10" ELECTRICIAN W/TOOL WALL

TAX EXEMPT SUBTOTAL 44.98
SALES TAX 0.00

TOTAL \$44.98
XXXXXXXXXXXX8576 HOME DEPOT

AUTH CODE 029631/1023518 USD\$ 44.98
TA

CITY OF DEARBORN HEIGHTS
ROCKENSUESS CHRISTON
Chip Read

AID A000000004999908400305 THD PLCC PROX

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-3443 SUMMARY
THIS RECEIPT PO/JOB NAME: 23066

2023 PRO XTRA SPEND 08/28: \$20,619.79
INCLUDES: 2023 PROXTRA SAVINGS 08/28: \$664.10

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2710 08/29/23 09:27 AM



2710 02 06920 08/29/2023 4111

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 08/28/2024



**How doers
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5951 MERCURY DRIVE
DEARBORN, MI 48126 (313)593-4644

2757 00052 71606 09/09/23 03:49 PM
SALE SELF CHECKOUT

764666696914 4X100 BARR <A> 35.86
4'X100' ORANGE SA-ETV BARRIER FENCE

SUBTOTAL 35.86
SALES TAX 2.15
TOTAL \$38.01

XXXXXXXXXXXX8576 HOME DEPOT

USD\$ 38.01

AUTH CODE 009853/0521521

CITY OF DEARBORN HEIGHTS
DIB ALI M
Chip Read

AID A000000049999D8400305 THD PLCC PROX

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-3443 SUMMARY
THIS RECEIPT PO/JOB NAME: 48221

2023 PRO XTRA SPEND 09/08: \$22,230.52
INCLUDES:
2023 PROXTRA SAVINGS 09/08: \$694.10

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2757 09/09/23 03:49 PM



2757 52 71606 09/09/2023 4480

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POLICY ID DAYS POLICY EXPIRES ON
A 11 365 09/08/2024

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PASSWORD: 23459 143501



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25451 MICHIGAN AVE.
DEARBORN HTS, MI 48125 (313)359-9600

2710 00053 57553 09/11/23 12:54 PM
SALE CASHIER PETER

020066221379 SPRAY PNT <A>
PRO 2X MARK FLRSNT ORANGE 150Z
12@9.98 119.76

SUBTOTAL 119.76
SALES TAX 7.19
TOTAL \$126.95

XXXXXXXXXXXX8576 HOME DEPOT

USD\$ 126.95

AUTH CODE 011683/8532736

CITY OF DEARBORN HEIGHTS

DIB ALI M
Chip Read

AID A000000049999D8400305 THD PLCC PROX

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-3443 SUMMARY
THIS RECEIPT PO/JOB NAME: 1236

2023 PRO XTRA SPEND 09/10: \$23,267.36
INCLUDES:
2023 PROXTRA SAVINGS 09/10: \$694.10

Get the CREDIT LINE your business needs
PLUS earn Perks 4X FASTER when you join
Pro Xtra, register, & use your Pro Xtra
Credit Card. Apply and SAVE UP TO \$100.
Learn more at homedepot.com/credit

2710 09/11/23 12:54 PM



2710 53 57553 09/11/2023 2154

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 09/10/2024

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H8B 118105 115448

SUBTOTAL	\$17.98
TAX	\$0.00
TOTAL	\$17.98

Invoice Number: 0074223-IN
Invoice Date: 9/29/2023
Salesperson: MI
Customer Number: DEAHTS
Job Number: A823-000
Terms: NET 30 DAYS

City of Dearborn Heights
6045 Fenton Ave.
Dearborn Heights, MI 48127

Ship to: DEARBORN HEIGHTS, MI (N/R)
24600 VAN BORN
DEARBORN HEIGHTS, MI 48125

Contact: ROBERT CONRAD
313-791-3440

CROSS CONNECTION CONTROL PROGRAM
INSPECTION & REPORTING SERVICES - SEPTEMBER 2023

PO NUMBER:

Job Comment: MCC 2 YRS 05/23-04/25

Invoice Comment:

HydroCorp Clients can use this 50% off Coupon on all courses at: <http://safewateredu.com>
Enter Coupon Code: Hydroclient

Item Code	Description	UM	Quantity	Price	Amount
M-MI-MUNI	MUNICIPAL - MICHIGAN	EACH	1.00	3,721.50	3,721.50

592-537-818.000

OK to pay



Net Invoice:	3,721.50
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	3,721.50

800-690-6651 Toll Free • 248-250-5000 Phone • 248-786-1789 Fax
www.hydrocorpinc.com

Invoice Questions: ar@hydrocorpinc.com

ELECTRIC CHOICEE PROGRAM INVOICE

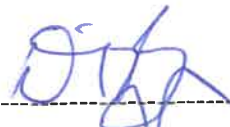
M.M.R.M.A C/O SCHNEIDER ELECTRIC

AUGUST 2023

THE FOLLOWING IS A BREAKDOWN OF THE ATTACHED ELECTRIC UTILITY BILL, PLEASE APPROVE
YOUR DEPARTMENT'S PORTION OF THE BILL AND RETURN TO THE COMPTROLLER'S OFFICE ASAP

1999 BEECH DALY
FIRE HQ
101-335-745.000

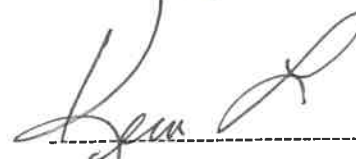
\$2,660.32



DEPT HEAD SIGNATURE

5400 McKINLEY
RICHARD A.YOUNG CTR
101-692-745.000

\$3,779.84



DEPT HEAD SIGNATURE

26155 RICHARDSON
BERWYN
101-691-943.000

\$1,889.46



DEPT HEAD SIGNATURE

6045 FENTON
CITY HALL
101-265-745.000

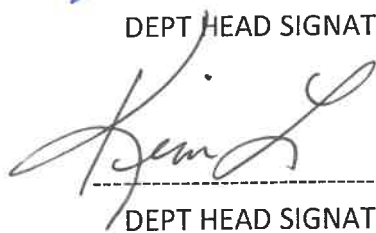
\$2,410.53



DEPT HEAD SIGNATURE

4750 PARDEE
ETON CENTER
101-691-942.000

\$917.21



DEPT HEAD SIGNATURE

GENERAL FUND = \$11,657.36

ELECTRIC CHOICEE PROGRAM INVOICE

M.M.R.M.A C/O SCHNEIDER ELECTRIC

AUGUST 2023

THE FOLLOWING IS A BREAKDOWN OF THE ATTACHED ELECTRIC UTILITY BILL, PLEASE APPROVE
YOUR DEPARTMENT'S PORTION OF THE BILL AND RETURN TO THE COMPTROLLER'S OFFICE ASAP

WATER FUND

24600 VAN BORN

DPW/WATER

592-536-745.000

\$1,464.95



DEPT HEAD SIGNATURE

	M.M.R.M.A PROGRAM, AUG 2023	
	Estimated	Actual/Adj
	AUG 2023	JULY 2023
		Total
1999 Beech Daly Rd N	\$2,814.20	(\$153.88)
5400 McKinley a/c 19272	\$3,669.74	\$110.10
26155 Richardson	\$2,049.43	(\$159.97)
24600 Van Born (Water)	\$1,449.32	\$15.63
6045 Fenton	\$3,342.26	(\$931.73)
4750 Pardee	\$827.18	\$90.03
Total	\$14,152.13	(\$1,029.82)
		\$13,122.31

Electric Choice Program Invoice

Michigan Municipal Risk Management Authority
 c/o Schneider Electric
 12121 Wickchester
 Suite 100
 Houston, TX 77079
 (713) 554-1604

City of Dearborn Heights
ATTN: Donald Barrow
 6045 Fenton
 Dearborn Heights, MI 48127

Invoice Period: Aug-2023
Payment Due Date: 10/7/2023
Account Number: 1000
Account Name: City of Dearborn Heights
Invoice Number: MMRMA-D23081014
Invoice Closing Date: 9/15/2023
Purchase Order:

**If you have questions regarding this bill, please call Jeanne King
 at Schneider Electric at 713.554.1604**

For outages, please call 1-800-457-4545.

Previous Balance	Payments	New Charges	New Balance
\$ 31,786.65	\$ 14,510.95	\$ 13,122.31	\$ 30,398.01

PAYMENTS			
Payment on	9/1/2023	\$	14,510.95
TOTAL PAYMENTS		\$	14,510.95

NEW CHARGES			
Est Charges	Aug-2023	\$	14,152.13
Actual / Adj	Jul-2023	\$	(1,029.82)
TOTAL NEW CHARGES		\$	13,122.31

You have saved \$ 254.14 (1.76%) for the month of Jul-2023 with the Electric Customer Choice Program.
 Cumulative Savings on Electric Choice \$ 395,478.99 (12.73%).

Detach and return with your payment

Please include your account number on your check

Account Name: City of Dearborn Heights
Local Utility: Detroit Edison
MAKE CHECK PAYABLE TO: Michigan Municipal Risk Management Authority ECP
MAIL YOUR PAYMENT TO:
 Department #234101
 Michigan Municipal Risk Management Authority ECP
 P.O. Box 67000
 Detroit, MI 48267-2341

Invoice Period: Aug-2023
Invoice Number: MMRMA-D23081014
Payment Due Date: 10/7/2023
Account Number: 1000

PAY THIS AMOUNT \$ 30,398.01

AMOUNT ENCLOSED

**If payment of Previous Balance has been submitted please disregard the New Balance
 and pay the New Charges only.
 Thank you!**

MMRMA Electric Choice Program

Estimated Electric Charge Calculation Detail
(Based on Historical Data) — Page 2 of 6

Member = Local Utility = Billing Period =	City of Dearborn Heights Detroit Edison Aug-2023	Facility Name	Facility Address	Utility Acct.#	Utility Meter #	Rate Schedule	Supplier Charges								
							Supplier Bill Cycle		Volumes		Total Supplier Cost (\$)				
							Bill Start Date	Bill End Date	Hourly Peak Demand(kw)	Total Usage(kwh)	Peak or Total Usage(kwh)	Total Demand (\$)	Total Energy (\$)	Total Supplier (\$)	
		1999 Beech Daly Rd N	1999 Beech Daly Rd N	9100-4074-9079	1999767	D4	8/16/2023	9/13/2023	-	18,479	18,479	\$	-	\$ 1,873.77	\$ 1,873.77
		5400 McKinley	5400 McKinley	9100-4074-8428	8355771	D4	8/11/2023	9/9/2023	-	23,303	23,303	\$	-	\$ 2,380.83	\$ 2,380.83
		26155 Richardson	26155 Richardson	9100-4074-8329	8355455	D4	8/25/2023	9/25/2023	-	10,040	10,040	\$	-	\$ 1,017.84	\$ 1,017.84
		24600 Van Born Rd Bldg West	24600 Van Born Rd Bldg	9100-4074-8626	8355462	D4	8/11/2023	9/9/2023	-	8,096	8,096	\$	-	\$ 814.34	\$ 814.34
		6045 Fenton	6045 Fenton	9100-4074-9186	3399390	D3	8/16/2023	9/13/2023	-	22,205	22,205	\$	-	\$ 2,260.49	\$ 2,260.49
		4750 Pardee	4750 Pardee	9100-0737-3335	9536500	D3	8/11/2023	9/8/2023	-	5,090	5,090	\$	-	\$ 516.45	\$ 516.45
		Total								87,213	87,213	\$	-	\$ 8,863.72	\$ 8,863.72

CONFIDENTIAL

MMRMA Electric Choice Program

Estimated Electric Charge Calculation Detail
(Based on Historical Data) — Page 3 of 6

Member = City of Dearborn Heights
Local Utility = Detroit Edison
Billing Period = Aug-2023

Member =			City of Dearborn Heights													
Local Utility =			Detroit Edison													
Billing Period =			Aug-2023													
Facility Name	Facility Address	Utility Acct.#	Utility Bill Cycle		Volumes		Rates			Total Utility Cost (\$)		Total Supplier and Utility Charges (\$)				
			Bill Start Date	Bill End Date	30 Minute Peak Demand(kw)	Total Usage(kwh)	Monthly Cust Chg (\$/mo)	System Use Charge (\$/kw)	Surcharges (\$)	Total Utility Charges (\$)						
1999 Beech Daly Rd N	1999 Beech Daly Rd N	9100-4074-9079	8/16/2023	9/13/2023	46	18,479	\$	13.67	\$	17.86	\$	35.04	\$	940.43	\$	2,814.20
5400 McKinley	5400 McKinley	9100-4074-8428	8/11/2023	9/9/2023	65	23,303	\$	13.67	\$	17.86	\$	44.18	\$	1,288.91	\$	3,669.74
26155 Richardson	26155 Richardson	9100-4074-8329	8/25/2023	9/25/2023	52	10,040	\$	13.67	\$	17.86	\$	19.04	\$	1,031.59	\$	2,049.43
24600 Van Born Rd Bldg West	24600 Van Born Rd Bldg	9100-4074-8626	8/11/2023	9/9/2023	30	8,096	\$	13.67	\$	17.86	\$	15.35	\$	634.98	\$	1,449.32
6045 Fenton	6045 Fenton	9100-4074-9186	8/16/2023	9/13/2023	86	22,205	\$	11.25	\$	3.42	\$	41.11	\$	1,081.77	\$	3,342.26
4750 Pardee	4750 Pardee	9100-0737-3335	8/11/2023	9/8/2023	39	5,090	\$	11.25	\$	3.42	\$	9.42	\$	310.73	\$	827.18
Total						87,213					\$	164.14	\$	5,288.41	\$	14,152.13

MMRMA Electric Choice Program

Actual Adjustment Calculation
(Based on Bill Data) — Page 4 of 6

City of Dearborn Heights
Detroit Edison
Various

Member =
Local Utility =
Usage Period =

Month	Facility Name	Facility Address	Utility Acct #	Utility Meter #	Supplier Charges			
					Supplier Bill Cycle		Volumes	
					Bill Start Date	Bill End Date	Peak or Total Usage(kwh)	Total Supplier Cost (\$)
Jul-2023	1999 Beech Daly Rd N	1999 Beech Daly Rd N	9100-4074-9079	1999767	7/18/2023	8/15/2023	18,296	\$ 1,855.22
	5400 McKinley	5400 McKinley	9100-4074-8428	8355771	7/13/2023	8/10/2023	23,072	\$ 2,357.25
	26155 Richardson	26155 Richardson	9100-4074-8329	8355455	7/27/2023	8/24/2023	9,940	\$ 1,007.76
	24600 Van Born Rd Bldg W	24600 Van Born Rd Bldg W	9100-4074-8626	8355462	7/13/2023	8/10/2023	8,016	\$ 806.28
	6045 Fenton	6045 Fenton	9100-4074-9186	3399390	7/18/2023	8/15/2023	21,985	\$ 2,238.11
	4750 Pardee	4750 Pardee	9100-0737-3335	9536500	7/13/2023	8/10/2023	5,040	\$ 511.34
Total Adjustment							86,350	\$ 8,775.96

Note: Billing Detail in Bold Italics represents anticipated usage and charges.

Note: Red numerals indicate amount manually adjusted, negative numbers are in parentheses.

MMRMA Electric Choice Program

Member = City of Dearborn Heights
Local Utility = Detroit Edison
Usage Period = Various

Month

Jul-2023

Facility Name

Facility Address

Utility Acct #

Bill Start Date

Bill End Date

30 Minute Peak Demand(kw)

Total Usage(kwh)

Total Utility Charges (\$)

1999 Beech Daly Rd N	1999 Beech Daly Rd N	9100-4074-9079	7/18/2023	8/15/2023	46	18,296	\$	940.08
5400 McKinley	5400 McKinley	9100-4074-8428	7/13/2023	8/10/2023	65	23,072	\$	1,288.48
26155 Richardson	26155 Richardson	9100-4074-8329	7/27/2023	8/24/2023	52	9,940	\$	1,031.40
24600 Van Born Rd Bldg W	24600 Van Born Rd Bldg W	9100-4074-8626	7/13/2023	8/10/2023	30	8,016	\$	634.83
6045 Fenton	6045 Fenton	9100-4074-9186	7/18/2023	8/15/2023	86	21,985	\$	1,071.85
4750 Pardee	4750 Pardee	9100-0737-3335	7/13/2023	8/10/2023	39	5,040	\$	308.45
Total Adjustment							86,350	\$ 5,275.09

Note: Billing Detail in Bold italics represents anticipated usage and charges.

Note: Red numerals indicate amount manually adjusted; negative numbers are in parentheses.

MMRMA Electric Choice Program

Member =		City of Dearborn Heights		Actual Adjustment Calculation		TOTAL	
Local Utility =		Detroit Edison		(Based on Bill Data) — Page 6 of 6			
Usage Period =		Various					
Month	Facility Name	Facility Address	Utility Acct #	Total Supplier and Utility Charges (\$)	Less: Prior Estimates (\$)	Adjustment Amount (\$)	
Jul-2023	1999 Beech Daly Rd N	1999 Beech Daly Rd N	9100-4074-9079	\$ 2,795.30	\$ (2,949.18)	\$ (153.88)	
	5400 McKinley	5400 McKinley	9100-4074-8428	\$ 3,645.73	\$ (3,535.63)	\$ 110.10	
	26155 Richardson	26155 Richardson	9100-4074-8329	\$ 2,039.16	\$ (2,199.13)	\$ (159.97)	
	24600 Van Born Rd Bldg W 24600 Van Born Rd Bldg We:	9100-4074-8626		\$ 1,441.11	\$ (1,425.48)	\$ 15.63	
	6045 Fenton	6045 Fenton	9100-4074-9186	\$ 3,309.96	\$ (4,241.69)	\$ (931.73)	
	4750 Pardee	4750 Pardee	9100-0737-3335	\$ 819.79	\$ (729.76)	\$ 90.03	
Total Adjustment				\$ 14,051.05	\$ (15,080.87)	\$ (1,029.82)	

Note: Billing Detail in Bold italics represents anticipated usage and charges.

Note: Red numerals indicate amount manually adjusted; negative numbers are in parentheses.



New Image Building Services, LLC
1405 Combermere
Troy MI 48083
248-817-4907

INVOICE NO.	131045
DATE	10/01/23

CUSTOMER

Accounts Payable
City Of Dearborn Heights
The Caroline Kennedy Library
24590 George Street
Dearborn Heights, MI 48127

SERVICE LOCATION

Caroline Kennedy Library/Parent Crew
24590 George St
Dearborn Heights, MI 48127-3116

TERMS: Net 30 Days - Mail Invoice		CUSTOMER NO. 1046000	JOB NO. 1046001	P.O. NO.	
Description		Quantity	Unit of Measure	Price	Amount
October Service					
Cleaning Services - Caroline Kennedy Library		1.00	Month	1,814.40	1,814.40
Cleaning Services - John F. Kennedy Library		1.00	Month	901.80	901.80
738-728-8180 CHK TO PAY 10/10/2023 PDU					
Please remit payment to: New Image Building Services, LLC 1405 Combermere Troy, MI 48083					
If paying by CHECK, include INVOICE # on Memo Line of Check Send ACH Payments: CIBC Bank USA Account Number: 2875802 / Routing Number: 0710-0648-6 EIN 85-3416644				Sub-Total	2,716.20
				Sales Tax	
				TOTAL	\$2,716.20



OnSolve LLC
PO Box 945672
Atlanta, GA, US 30394-5672
877-698-3262

Invoice
15287394

07/13/23

Bill To
Dearborn Heights, City of, MI
25637 Michigan Ave
Dearborn Heights MI 48125
US

Ship To
Dearborn Heights, City of, MI
25637 Michigan Ave
Dearborn Heights MI 48125
US

PLEASE NOTE OUR NEW PAYMENT ADDRESS LISTED ON THE BOTTOM OF THIS INVOICE

Invoice Date	Terms	Due Date	Sales Rep	Customer ID	PO #
07/13/2023	Net 30	09/01/2023	Cassese, Jaclyn	274015	

Item	Start Date	End Date	Quantity	Rate *	Amount
CODE-Plus Pkg CodeRED Standard Plus Package End User 274015 Dearborn Heights, City of, MI	09/01/2023	08/31/2024	1.0	\$9,850.55	\$9,850.55

Subtotal	\$9,850.55
Tax (0%)	\$0.00
Total	\$9,850.55
Amount Paid/ Credited	\$0.00
Amount Due	\$9,850.55

101-300-818,000
Paid V / 05.OCT.23

* The fees shown above have been rounded to two decimal places for display purposes. As many as ten decimal places may be present in the actual price. The total for this invoice was calculated using the actual price, rather than the rate displayed above, and is the true and correct total for this invoice.

EMAIL: ar@onsolve.com

Bank/Wire Information:

Wells Fargo Bank
Account Name: OnSolve, LLC
Routing: 063107513 (ACH) / 121000248 (Wires)
Account Number: 5231692129
SWIFT Code: WFBUS6S

Sales Rep: Cassese, Jaclyn

Remittance Slip

Customer: 274015 Dearborn Heights, City of, MI
Invoice #: 15287394
Amount Due (USD): \$9,850.55
Amount Paid: \$0.00

Please Remit Check Payment To:

OnSolve, LLC
PO Box 945672
Atlanta GA 30394-5672

If you have any questions about this invoice, message us through the portal or email: AR@OnSolve.com

CITY OF DEARBORN HEIGHTS

6045 FENTON • DEARBORN HEIGHTS, MICHIGAN 48127
TELEPHONE (313) 791-3443 • FAX (313) 791-3441

Ship To:

POLICE DEPARTMENT
CITY OF DEARBORN HEIGHTS
25637 MICHIGAN AVENUE

DEARBORN HEIGHTS MI 48125

VENDOR NO. 39089

V PAT MILLIKEN FORD
E 9600 TELEGRAPH
N
D
O
R REDFORD MI 48239

PURCHASE ORDER

NO. 24-137

Date: 07/11/23

BLANKET PURCHASE ORDERS

JULY 1, 2023 THROUGH JUNE 30, 2024
TO BE PAID MONTHLY

TO COVER THE COST OF:

Quantity	Unit	Description	Unit Cost	Total Cost
1	UNIT	MISCELLANEOUS REPAIRS AND SUPPLIES	\$0.00	\$0.00

101-300-932.000


JERROD HART

DIRECT INQUIRIES TO

Total PO Amount

9,810.51

0.00



BUYER

PURCHASE ORDER NUMBER MUST APPEAR ON INVOICE, OR INVOICE WILL NOT BE PAID!

M.S.D.S. REQUIRED ON HAZARDOUS MATERIAL

NOTE: ANY DEVIATION IN PRICE ON THIS ORDER MUST BE APPROVED BY THE CITY PURCHASING DIVISION PRIOR TO DELIVERY

1. ORIGINAL INVOICES TO:
COMPTROLLER'S OFFICE
6045 FENTON, DBN. HTS., MI 48127
2. EXEMPT FROM STATE/LOCAL AND
FEDERAL TAXES: 38-1712300
3. PURCHASE ORDER NUMBER MUST APPEAR ON ALL
INVOICES, SHIPPERS, AND CORRESPONDENCES.
4. SUBSTITUTIONS NOT ACCEPTED WITHOUT PRIOR
APPROVAL.
5. PARTIAL SHIPMENT WILL BE ACCEPTED IF
INVOICED SEPARATELY. PAYMENT MADE UPON
COMPLETION OF PURCHASE ORDER.
6. ACKNOWLEDGMENT COPY MUST BE RETURNED BEFORE
ORDER IS BINDING.

REMIT TO:

Pat Milliken Ford, Inc.

"Home of the Smilin' Irishman"
9600 Telegraph Rd. * (Just South of I-88, The Jeffries Freeway)
Redford, MI 48239
Parts & Service 313-255-3130
Sales 313-255-3100 Fax 313-255-4745

PAGE 1

ACCOUNTS DUE AND
PAYABLE BY THE
10th OF THE MONTH

ACCT. NO

7083

CLOSING DATE

30SEP23

CITY OF DEARBORN HEIGHTS
PAUL NELSON
25637 MICHIGAN AVE
DEARBORN HTS MI 48125-1037

AMOUNT ENCLOSED

\$ \$9,810.51

PLEASE RETURN THIS PORTION WITH YOUR CHECK

DATE	DOCUMENT / TRANSACTION	PURCHASES	PAYMENTS & CREDITS	BALANCE
		PREVIOUS BALANCE		7,538.28
01SEP23	20866		2,386.12	
01SEP23	642614	336.67		
01SEP23	642626	206.12		
05SEP23	642749	110.55		
08SEP23	949993	2,868.35		
12SEP23	643066		400.00	
14SEP23	643141	23.10		
14SEP23	949427	5,310.10		
21SEP23	21259		1,436.74	
21SEP23	643350	490.78		
21SEP23	643398	490.78		
22SEP23	21300		1,447.70	
	949689	627.40		
ACCOUNT STATUS	PAST DUE	CURRENT	PLEASE PAY THIS AMOUNT 	
	1,867.72	9,836.45	11,704.17	
OVER 30	OVER 60	OVER 90	OVER 120	
1,867.72	0.00	0.00	0.00	

FINANCE CHARGES will apply if the new balance is unpaid one month from the closing date of statement. The "FINANCE CHARGES" are computed by a periodic rate of ~~1.5%~~ per month which is an ANNUAL PERCENTAGE RATE of ~~18.0%~~ applied to the unpaid balance after deducting current payments and/or credits appearing on this statement from the previous balance.

IDENTIFICATION OF SOURCE CODES

SOURCE DESCRIPTION	NUMERIC CODES
NEW UNIT SALES	10-19
USED UNIT SALES	20-29
SERVICE - CHARGE SALES	30-31
PARTS - COUNTER CHARGE SALES	32
SERVICE - CASH SALES	33-34
PARTS - COUNTER CASH SALES	35-39
PAYROLL	40-49
CASH RECEIPTS	50-59
CASH DISBURSEMENTS	60-69
GENERAL JOURNAL	80
SPECIAL GENERAL JOURNAL	99

STATEMENT OF FAIR CREDIT BILLING ACT RIGHTS
In Case of Errors or Inquiries About Your Bill

Send your inquiry in writing on a separate sheet so that the creditor receives it within 60 days after the bill was mailed to you. Your written inquiry must include:

1. Your name and account number (if any);
2. A description of the error and why (to the extent you can explain) you believe it is an error and
3. The dollar amount of the suspected error.

If you have authorized your creditor to automatically pay your bill from your checking or savings account, you can stop or reverse payment on any amount you think is wrong by mailing your notice so that the creditor receives it within 10 days after the bill was sent to you.

You remain obligated to pay the parts of your bill not in dispute, but you do not have to pay any amount in dispute during the time the creditor is resolving the dispute. During that same time, the creditor may not take any action to collect disputed amounts or report disputed amounts as delinquent.

If you have a problem with property or services purchased with a credit card, you may have the right not to pay the remaining amount due on them if you first try in good faith to return them or give the merchant a chance to correct the problem. There are two limitations on this right:

1. You must have bought them in your home state or, if not within your home state, within 100 miles of your current mailing address; and
2. The purchase price must have been more than \$50.

However, these limitations do not apply if the merchant is owned or operated by the creditor, or if the creditor mailed you the advertisement for the property or services.

This is a summary of your rights; a full statement of your rights and the creditor's responsibilities under the Federal Fair Credit Billing Act will be sent to you both upon request and in response to a billing error notice.

Pat Milliken Ford, Inc.

www.patmillikenford.com
9600 Telegraph * (Just South of I-96, The Jeffries Freeway)
Redford, MI 48239
Parts & Service 313-255-3130
Sales 313-255-3100 • Fax 313-255-1027
REG. NO. F-102285 P&A CODE: 02741

SERVICE ADVISOR: 6079 JULIET GUERTIN

Page 69 of 42

CUSTOMER #: 7083

949993

Pat Milliken Ford, Inc.

ITY OF DEARBORN HEIGHTS
AUL NELSON
5637 MICHIGAN AVE
DEARBORN HTS, MI 48125-1037
HOME: 313-719-1972 CONT: 313-719-1972
US: CELL: 313-878-5151

INVOICE

www.patmillikenford.com
9600 Telegraph * (Just South of I-96, The Jeffries Freeway)
Redford, MI 48239
Parts & Service 313-255-3130
Sales 313-255-3100 Fax 313-255-1027
REG. NO. F-102265 P&A CODE: 02741

PAGE 1

SERVICE ADVISOR: 6079 JULIET GUERTIN

COLOR	YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN/ OUT		TAG
ILVER	14	FORD EXPLORER		1FM5K8D82EGB25347		94245/94247		T2387
DEL DATE	PROD. DATE	WARR. EXP.	EST. COMPLETION TIME	PO NO.	RATE	PAYMENT	INV. DATE	
2DEC13	DD18NOV13		12:48 01SEP23	1		CASH	08SEP23	
R.O. OPENED		READY	OPTIONS: W-COMP:G DLR:02741 ENG:3.5 Liter Ti-VCT					

0:29 25AUG23 11:44 08SEP23

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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CUST STATES DROVE THRU PUDDLE LOST POWER STEERING NOW WONT START CK

ADN ADVISE

D-02 INSPECT TO ASSESS AND ADVISE-WATER INTRUSION

EVIDENT AT BROKEN CONNECTOR ON PSCM-REPL

STRNG GEAR AND OUTER TIE RODS

8879 FLANNERY, JACOB LIC#: M278530

C

1 E5BZ*3504*AM GEAR ASY - STEERING

CORE CHARGE C

2 *W520215*S440 NUT - HEX.

1 BB5Z*3A130*B END - SPINDLE ROD CONNECTING

1 BB5Z*3A130*B END - SPINDLE ROD CONNECTING

ARD PERFORM FRONT END ALIGNMENT

8418 RAGER, STEVEN LIC#: M199041

C

ARTS: 1749.20 LABOR: 1099.15 OTHER: 0.00 TOTAL LINE A: 2848.35

94245 VERIFIED CONCERN, FOUND POWER STEERING INOP, SCANNED CODES, FOUND MANY CODES FOR LOST COMMUNICATION WITH PSCM, PERFORMED VISUAL INSPECTION, FOUND CONNECTOR BASE ON PSCM BROKEN ALLOWING WATER INTRUSION, REMOVED FRONT WHEELS, DISCONNECTED BATTERY, REMOVED SWAY BAR LINKS, AND SWAY BAR, REMOVED EXHAUST, REMOVED LOWER CONTROL ARMS, DISCONNECTED REAR MOTOR MOUNT, REMOVED SUB FRAME, REMOVED STEERING RACK FROM SUB FRAME, INSTALLED NEW STEERING RACK, INSTALLED ALL REMOVED COMPONENTS, INSTALLED NEW OUTER TIE ROD ENDS, TESTED OPERATION OF POWER STEERING SYSTEM, POWER STEERING WORKING PROPERLY. PERFORMED FRONT END ALIGNMENT.

REAR SUSPENSION TOE LINK REPLACEMENT

X 19S17 CLOSES WITH 21S32

9999 C

ARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

REAR TOE LINK

AUSE:

reby authorize the below repair work to be done along with necessary materials. Dealer and dealer employees may use vehicle for purposes of testing, inspection or delivery only. An express garage keeper's lien is acknowledged. Dealer not be held responsible for loss or damage to vehicle or items left in vehicle in case of fire, theft, accident or any other cause beyond your control. If an inspection is necessary to determine the extent of damage and unimpaired repairs are refused, or only partial repairs are made, dealer may not be able to restore the vehicle to its original working condition.

CUSTOMER PAID LABOR CHARGES WARRANTED FOR 24 MOS., UNLESS COVERED BY ANOTHER APPLICABLE EXTENDED WARRANTY

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
SUBTOTAL	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

I HEREBY ACKNOWLEDGE AND AGREE TO ALL STATEMENTS CONTAINED HEREIN.
TOMER ACKNOWLEDGEMENT (ALL TERMS STRICTLY CASH)
DATE: X
STORAGE WILL BE CHARGED 48 HOURS AFTER REPAIRS ARE COMPLETED.
ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 10 YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY REPRESENTATIVE OF FORD.

UPPLIES - 10% of labor with a max. of \$20.00 is included for supplies used on your vehicle. Applicable supply items are: nuts, bolts, washers, tape, pins, solvent, rags, cleaners, towels, battery cleaner, wire, window sealer, hazardous waste disposal, etc.

CUSTOMER #: 7083

949427

Pat Milliken Ford, Inc.

CITY OF DEARBORN HEIGHTS
PAUL NELSON
25637 MICHIGAN AVE
DEARBORN HTS, MI 48125-1037
HOME: 313-719-1972 CONT: 313-719-1972
BUS: CELL: 313-878-5151

INVOICE

www.patmillikenford.com
9800 Telegraph * (Just South of I-96, The Jeffries Freeway)
Redford, MI 48239
Parts & Service 313-255-3130
Sales 313-255-3100 Fax 313-255-1027
REG. NO. F-102286 P&A CODE: 02741

PAGE 2

SERVICE ADVISOR: 6079 JULIET GUERTIN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE:IN/ OUT	TAG	
GRAY	18	FORD EXPLORER	1FM5K8ATXJGA27024		93914/93914	T1815	
DEL DATE	PROD. DATE	WARR EXP.	EST. COMPLETION TIME	PO NO.	RATE	PAYMENT	INV. DATE
06DEC17	DL17NOV17		10:18 13SEP23	1		CASH	13SEP23
R.O OPENED		READY	OPTIONS: W-COMP:G DLR:02741 ENG:3.5 Liter GTDI				

16:58 15AUG23 12:39 13SEP23

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

AFTER DRIVING VEHICLE THE MISFIRE CLEARED. POSSIBLE OIL IN CYLINDERS ON SPARK PLUGS. THERE MAY ALSO BE SOME SMOKE FOR A WHILE WHEN DRIVING. OIL HAS TO BURN OUT OF EXHAUST SYSTEM. CHECKS OK AT THIS TIME

ESTIMATE: 145.00

15AUG23 16:58 SA: 6079

CONTACT:

CUSTOMER PAY SHOP CHARGE FOR REPAIR ORDER

20.00

Parts replaced on customer pay repairs are left in the vehicle or retained for your inspection for 48 hours in accordance with Michigan law.

If for any reason you are not "Completely Satisfied" please contact me at 313-255-3100
Wes Ellis, Service Manager

AUTOMOBILE RELEASED

SEP 14 2023

FROM SERVICE

I hereby authorize the below repair work to be done along with necessary materials. Dealer and dealer employees may use vehicle for purposes of testing, inspection or delivery of parts. An express garage keeper's lien is acknowledged by vehicle to secure the amount of repairs thereto. Dealer does not hold responsibility for loss of damage to vehicle or loss left in vehicle in case of fire, theft, accident or any other cause beyond your control. If an inspection is necessary to determine the extent of damage and recommended repairs are refused, or only partial repairs are made, dealer may not be able to restore the vehicle to its original working condition.

I HEREBY ACKNOWLEDGE AND AGREE TO ALL STATEMENTS CONTAINED HEREIN

CUSTOMER ACKNOWLEDGEMENT (ALL TERMS STRICTLY CASH)

IF NATURE X
IF NATURE Y
IF NATURE Z
IF NATURE W
IF NATURE V
IF NATURE U
IF NATURE T
IF NATURE S
IF NATURE R
IF NATURE Q
IF NATURE P
IF NATURE O
IF NATURE N
IF NATURE M
IF NATURE L
IF NATURE K
IF NATURE J
IF NATURE I
IF NATURE H
IF NATURE G
IF NATURE F
IF NATURE E
IF NATURE D
IF NATURE C
IF NATURE B
IF NATURE A

STORAGE WILL BE CHARGED 48 HOURS AFTER REPAIRS ARE COMPLETED.
ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

CUSTOMER PAID LABOR CHARGES WARRANTED FOR 24 MOS., UNLESS COVERED BY ANOTHER APPLICABLE EXTENDED WARRANTY

ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE DEALER'S OFFICE.

WES ELLIS
SALES, SERVICE, REPAIRS, OR AUTHORIZED PERSON (DATE)

REPAIRS PROPERLY COMPLETED AND CHECKED BY
WE

DESCRIPTION	TOTALS
LABOR AMOUNT	2702.80
PARTS AMOUNT	2587.30
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	20.00
SUBTOTAL	5310.10
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	5310.10

SUPPLIES - 10% of labor with a max. of \$20.00 is included for supplies used on your vehicle. Applicable supply items are: nuts, bolts, washers, tape, pins, solvent, rags, sponges, towels, battery cleaner, wires, window sealer, hazardous waste disposal, etc.

CUSTOMER #: 7083

949427

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REG. NO. F-102285 P&A CODE: 02741

PAGE 1

SERVICE ADVISOR: 6079 JULIET GUERTIN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
GRAY	18	FORD EXPLORER	1FM5K8ATXJGA27024		93914/93914	T1815	
DEL DATE	PROD. DATE	WARR EXP.	EST. COMPLETION TIME	PO NO.	RATE	PAYMENT	INV. DATE
06DEC17	DD17NOV17		10:18 13SEP23	1		CASH	13SEP23
R.O OPENED		READY	OPTIONS: W-COMP:G DLR:02741 ENG:3.5 Liter GTDI				

16:58 15AUG23 12:39 13SEP23

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUST STATES THAT THERE IS SMOKE COMING OUT OF EXHAUST CK AND ADVISE

D-50 INSPECT TO DIAGNOSE AND ADVISE-REPL TURBO
CHARGERS AND RELATED PARTS, CLEAR DIAGNOSTIC
DATA, AND ROAD TEST TO CHECK OPERATION-OK
8425 EARL, JAMES LIC#: M261237

						2702.80	2702.80
1	LU2Z*6K682*A	TURBOCHARGER ASY		1020.00	816.00	816.00	
1	LU2Z*6K682*B	TURBOCHARGER ASY		1040.00	832.00	832.00	
1	GB5Z*9T515*A	TUBE ASY		48.50	38.80	38.80	
1	GB5Z*9T515*B	TUBE ASY		46.17	36.94	36.94	
2	AA5Z*6A863*B	CONNECTOR - OIL TUBE		30.50	24.40	48.80	
1	FB5Z*6K775*A	COOLER ASY - ENGINE CHARGE AIR		588.33	470.66	470.66	
4	AA5Z*6N865*C	BOLT - HEX HEAD		15.00	12.00	48.00	
4	AA5Z*00810*B	WASHER - SPECIAL		5.25	4.20	16.80	
2	AA5Z*6L612*A	GASKET		14.98	11.98	23.96	
3	7T4Z*9450*AA	GASKET		14.00	11.20	33.60	
8	*W712806*S900	BOLT		9.00	7.20	57.60	
6	*W712458*S900	STUD		4.32	3.46	20.76	
12	*W714265*S441	NUT		2.75	2.20	26.40	
2	VC*13DL*G	ANTI-FREEZE		15.96	12.77	25.54	
1	XO*5W30*DSPR	Motorcraft SAE 5W30 API GF-5		35.50	28.40	28.40	
1	AA5Z*6714*A	FILTER ASY - OIL		10.00	8.00	8.00	
1	AA5Z*9450*C	GASKET - EXHAUST MANIFOLD		15.13	12.10	12.10	
1	AA5Z*9448*A	GASKET		31.67	25.34	25.34	
8	*W716090*S437	BOLT		2.75	2.20	17.60	

PARTS: 2587.30 LABOR: 2702.80 OTHER: 0.00 TOTAL LINE A: 5290.10

93914 VERIFIED LOTS OF SMOKE FROM EXHAUST. REMOVED FLEX PIPE AND
FOUND EXCESSIVE SMOKE FROM THE RIGHT SIDE TURBO. REMOVED BOTH CATS.
FOUND THE RIGHT SIDE TURBO IMPELLER BROKEN. FOUND THE LEFT TURBO
IMPELLER DAMAGED FROM METAL DEBRIS. FOUND METAL DEBRIS THROUGH OUT
SYSTEM. REPLACED BOTH TURBO CHARGERS AND CHARGE AIR COOLER. HAD TO
CLEAN ALL CAC TUBES OF METAL DEBRIS. FILLED WITH NEW OIL AND INSTALLED
OIL FILTER. VAC FILED AND BLED COOLING SYSTEM. CLEARED ANY CODES. RE
SET KAM. THERE WAS A MISFIRE ON CYLINDERS 1, 2 AND 3 ON ROAD TEST.

herby authorize the below repair work to be done along
with necessary materials. Dealer and dealer employees may
perate vehicle for purposes of testing, inspection or delivery
t my risk. An express garage keeper's lien is acknowledged
n vehicle to secure the amount of repairs thereto. Dealer
ll not be held responsible for loss or damage to vehicle or
racles left in vehicle in case of fire, theft, accident or any
ther cause beyond your control. If an inspection is
ecessary to determine the extent of damage and
ecomended repairs are refused, or only partial repairs are
ade, dealer may not be able to restore the vehicle to its
iginal working condition.

I HEREBY ACKNOWLEDGE AND AGREE TO ALL
STATEMENTS CONTAINED HEREIN.

CUSTOMER ACKNOWLEDGEMENT (ALL TERMS STRICTLY CASH)

QUANTITIES
INTEGRATION ALL REPAIRS
AND PARTS LISTED WERE
FINISHED IN COMPLIANCE
WITH MICHIGAN AUTO
REPAIR ACT, P.A. 300

STORAGE WILL BE CHARGED 48 HOURS
AFTER REPAIRS ARE COMPLETED.
ALL PARTS ARE NEW
UNLESS OTHERWISE INDICATED.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
SUBTOTAL	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER PAID LABOR CHARGES WARRANTED FOR 24 MOS.,
UNLESS COVERED BY ANOTHER APPLICABLE EXTENDED
WARRANTY

ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS
OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION
FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD
BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE
AVAILABLE FOR 111 YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY
REPRESENTATIVES OF FORD.

INFAIR PROPERLY COMPLETED

AND CHECKED BY

SUPPLIES - 10% of labor with a max. of \$20.00 is included for supplies used on your vehicle. Applicable supply items are: nuts, bolts, washers, tape, pins, solvent, rags,
leaners, towels, battery cleaner, wire, window sealer, hazardous waste disposal, etc.

CUSTOMER #: 2776770

949689

Pat Milliken Ford, Inc.

EARBORN HEIGHTS POLICE DEPARTMENT
 AUL VANDERFLOW
 5637 MICHIGAN AVE
 EARBORN HTS, MI 48125-1037
 HOME: 313-277-6770 CONT: 313-719-1972
 US: 313-719-1972 CELL:

INVOICE

www.patmillikenford.com
 9600 Telegraph * (Just South of I-96, The Jeffries Freeway)
 Redford, MI 48239
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 Sales 313-255-3100 Fax 313-255-1027
 REG. NO. F-102285 P&A CODE: 02741

PAGE 1

SERVICE ADVISOR: 6079 JULIET GUERTIN

CB: 313 719 1972 0222: SERVICE ADVISOR								
COLOR	YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN/OUT		TAG
LACK	15	FORD FUSION		3FA6P0H72FR208239		62020/62023		T2088
DEL DATE	PROD. DATE	WARR. EXP.	EST. COMPLETION TIME	PO NO.	RATE	PAYMENT	INV. DATE	
9JAN20	DD19DEC19		16:06 23AUG23			CASH	25AUG23	
R.O. OPENED		READY	OPTIONS: DLR:02741 ENG:2.5 Liter					

1:37 21AUG23 14:48 25AUG23

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

CUST STATES WHEN IT GOT HOT - STARTED JERKING INTO GEAR ON ACCEL FROM

STOP AND AT GEAR CHANGES CK ADN ADVISE

P-66 ROAD TEST, RETRIEVED DIAGNOSTIC DATA,

PINPOINT TEST-REPL TURBINE SHAFT SEMNSOR AND

CONNECTOR-CLEAR DATA, ROAD TEST-OK

8880 BELCHER, GREGORY LIC#: M289339

C 8304 SICOLI, GIUSEPPE LIC#: M160040

C

461.10 461.10

1 DL8Z*7M101*A SENSOR - TURBINE SHAFT SPEED - 29.80 29.80 29.80

1 8U2Z*14S411*ZB WIRE ASY 107.09 107.09 107.09

ARTS: 136.89 LABOR: 461.10 OTHER: 0.00 TOTAL LINE A: 597.99

62023 CASH 3.0 HRS ROAD TEST AND SELF TEST CODES P0715 P0717,

PINPOINT TEST AND FOUND INTERMITTENT T.S.S. OPERATION, INSPECT WIRING

AND FOUND CORROSION AT T.S.S CONNECTOR, REPLACE BOTH T.S.S. AND

CONNECTOR, CLEAR CODES AND ROAD TEST AND RETEST PASS CODES.

hereby authorize the below repair work to be done along
 with necessary materials. Dealer and dealer employee may
 use vehicle for purposes of testing, inspection or delivery
 my risk. An express garage keeper's lien is acknowledged
 vehicle to secure the amount of repairs thereto. Dealer
 is not be held responsible for loss or damage to vehicle or
 items left in vehicle in case of fire, theft, accident or any
 other cause beyond your control. If an inspection is
 necessary to determine the extent of damage and
 recommended repairs are refused, or only partial repairs are
 made, dealer may not be able to restore the vehicle to its
 original working condition.

I HEREBY ACKNOWLEDGE AND AGREE TO ALL
 STATEMENTS CONTAINED HEREIN

STOMER ACKNOWLEDGEMENT (ALL TERMS STRICTLY CASH)

WARRANTY X
 IF ALL PARTS LISTED WERE
 PROVIDED IN COMPLIANCE
 WITH MICHIGAN AUTO
 REPAIR ACT, I.P.A. 3001

STORAGE WILL BE CHARGED 48 HOURS
 AFTER REPAIRS ARE COMPLETED.
 ALL PARTS ARE NEW
 UNLESS OTHERWISE INDICATED.

CUSTOMER PAID LABOR CHARGES WARRANTED FOR 24 MOS.,
 UNLESS COVERED BY ANOTHER APPLICABLE EXTENDED
 WARRANTY

ON BEHALF OF PROVIDING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS
 OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION
 FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD
 BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, MISUSE OR ABUSE. RECORDS SUPPORTING THIS CLAIM ARE
 AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE DEALER'S OFFICE FOR INSPECTION BY
 REPRESENTATIVES OF FORD.

REPAIR PROPERTY COMPLETED
 AND CHECKED BY

DESCRIPTION	TOTALS
LABOR AMOUNT	461.10
PARTS AMOUNT	136.89
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	20.00
SUBTOTAL	617.99
LESS INSURANCE	0.00
SALES TAX	9.41
PLEASE PAY THIS AMOUNT	627.40

SUPPLIES - 10% of labor with a max. of \$20.00 is included for supplies used on your vehicle. Applicable supply items are: nuts, bolts, washers, tape, pins, solvent, rags,
 cleaners, towels, battery cleaner, wire, window sealer, hazardous waste disposal, etc.

AUTOMOBILE RELEASED

AUG 31 2023

FROM SERVICE

Parts replaced on customer pay repairs are
 left in the vehicle or retained for your
 inspection for 48 hours in accordance with
 Michigan law.

If for any reason you are not "Completely
 Satisfied" please contact me at 313-255-3100

Wes Ellis, Service Manager



www.patmillikenford.com
 9600 TELEGRAPH (JUST SOUTH OF I-96, THE JEFFRIES FREEWAY)
 REDFORD, MI 48239
 PARTS & SERVICE 313-255-3130 SALES 313-255-3100
 FAX 313-255-1027
 DEALER REGISTRATION NO. F-102265

CUSTOMER SIGNATURE _____



ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THIS IS A LIMITED WARRANTY FOR UP TO TWO YEARS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME OR ANY OTHER INCIDENTAL DAMAGES.

DATE ENTERED 20 SEP 23	YOUR ORDER NO. 24-137	DATE SHIPPED 21 SEP 23	INVOICE DATE 21 SEP 23	INVOICE NUMBER 643398
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ACCOUNT NO. 7083
CITY OF DEARBORN HEIGHTS
PAUL NELSON
25637 MICHIGAN AVE

S
H
I
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T
O

SHIP VIA	SLSM. JH	B/L NO.	TERMS	CHARGE WHOLESALE	F.O.B.	REDFORD TOWNSHIP
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ORD	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT	
1	1	0	NS LB5Z*1015*B	WHEEL A	613.47	490.78	490.78	(* in the TOTAL NET column indicates a non-taxable item). NO RETURNS WITHOUT THIS INVOICE - NO RETURNS ON ITEMS \$20.00 OR LESS. NO RETURNS AFTER 30 DAYS. NO REFUNDS OR EXCHANGES ON ELECTRICAL PARTS OR SPECIAL ORDERED PARTS. 20% HANDLING CHARGE ON RETURNED MERCHANDISE.
			EXPLORER STEEL WHEEL					
			SAME AS 1FM5K8AC8NGB29413 PER GLEN					
				PARTS			490.78	
				SUBLET				
				FREIGHT			0.00	
				SALES TAX			0.00	
				TOTAL			5100.78	

NO RETURNS WITHOUT THIS INVOICE
NO RETURNS ON ITEMS \$25 OR LESS
NO RETURNS AFTER 30 DAYS
NO REFUNDS ON ELECTRICAL PARTS
20% HANDLING ON ACCEPTED RETURNS



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 9600 TELEGRAPH (JUST SOUTH OF I-96, THE JEFFRIES FREEWAY)
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 FAX 313-255-1027
 DEALER REGISTRATION NO. F-102285

CUSTOMER SIGNATURE _____



ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THIS IS A LIMITED WARRANTY FOR UP TO TWO YEARS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME OR ANY OTHER INCIDENTAL DAMAGES.

DATE ENTERED 20 SEP 23	YOUR ORDER NO. 37	DATE SHIPPED 21 SEP 23	INVOICE DATE 21 SEP 23	INVOICE NUMBER 643350
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ACCOUNT NO. 7083
CITY OF DEARBORN HEIGHTS
 PAUL NELSON
 25637 MICHIGAN AVE

S
H
I
P
T
O

SHIP VIA	SLSM. JH	B/L NO.	TERMS CHARGE WHOLESALE F.O.B.	REDFORD TOWNSHIP
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ORD	SHIP	B.O	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT	
1	1	0	NS LB5Z*1015*B	WHEEL A	613.47	490.78	490.78	(* in the TOTAL NET column indicates a non-taxable item). NO RETURNS WITHOUT THIS INVOICE - NO RETURNS ON ITEMS \$20.00 OR LESS. NO RETURNS AFTER 30 DAYS. NO REFUNDS OR EXCHANGES ON ELECTRICAL PARTS OR SPECIAL ORDERED PARTS. 20% HANDLING CHARGE ON RETURNED MERCHANDISE.
			2022 EXPLORER 1FMSK8AC8NGB29413					
			WHEEL					
NO RETURNS WITHOUT THIS INVOICE NO RETURNS ON ITEMS \$25 OR LESS NO RETURNS AFTER 30 DAYS NO REFUNDS ON ELECTRICAL PARTS 20% HANDLING ON ACCEPTED RETURNS					PARTS		490.78	
					SUBLET			
					FREIGHT		0.00	
					SALES TAX		0.00	
					TOTAL		\$490.78	



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DATE ENTERED 14 SEP 23	YOUR ORDER NO. 24-137	DATE SHIPPED 14 SEP 23	INVOICE DATE 14 SEP 23	INVOICE NUMBER 643141
---------------------------	--------------------------	---------------------------	---------------------------	--------------------------

SOLD TO
ACCOUNT NO. 7083
CITY OF DEARBORN HEIGHTS
PAUL NELSON
25637 MICHIGAN AVE

SHIP TO

SHIP VIA	SLSM. JH	B/L NO.	TERMS	CHARGE WHOLESALE	F.O.B. REDFORD TOWNSHIP
----------	----------	---------	-------	------------------	-------------------------

ORD	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT	
3	3	0	EJ7Z*6730*B	PLUG -	9.62	7.70	23.10	
NO RETURNS WITHOUT THIS INVOICE NO RETURNS ON ITEMS \$25 OR LESS NO RETURNS AFTER 30 DAYS NO REFUNDS ON ELECTRICAL PARTS 20% HANDLING ON ACCEPTED RETURNS								(* in the TOTAL NET column indicates a non-taxable item). NO RETURNS WITHOUT THIS INVOICE - NO RETURNS ON ITEMS \$20.00 OR LESS. NO RETURNS AFTER 30 DAYS. NO REFUNDS OR EXCHANGES ON ELECTRICAL PARTS OR SPECIAL ORDERED PARTS. 20% HANDLING CHARGE ON RETURNED MERCHANDISE.
				PARTS			23.10	
				SUBLET				
				FREIGHT			0.00	
				SALES TAX			0.00	
				TOTAL			\$23.10	

Materials

MATERIAL	DESCRIPTION	QUANTITY	YOUR PRICE	YOUR TOTAL
15W40 GALLON-ABC	CHEVRON URSA SUPER PLUS EC 15W40 (GALLON BULK)	25.00	\$20.39	\$509.75
5369970645- ABC	SEALING ORING	5.00	\$20.10	\$100.50
5369970147- ABC	SEALING RING	1.00	\$173.72	\$173.72
5369970245- ABC	SEALING ORING	1.00	\$16.43	\$16.43
5360140222- ABC	OIL PAN GASKET	1.00	\$927.39	\$927.39
5360520180- ABC	GASKET	1.00	\$6.63	\$6.63
5311870080- ABC	GASKET	1.00	\$30.24	\$30.24
DDE 23516100- ABC	GASKET	1.00	\$7.02	\$7.02
5311880080- ABC	GASKET	1.00	\$30.48	\$30.48
23527022-ABC	GASKET GEAR CASE	1.00	\$65.49	\$65.49
700429036000- ABC	O-RING	1.00	\$4.40	\$4.40
5369970745- ABC	SEALING RING	1.00	\$72.96	\$72.96
23508392-ABC	SEAL RING RND OIL CL R/FLTR ADAP	1.00	\$30.44	\$30.44
DDE 08929299- ABC	GASKET	1.00	\$17.79	\$17.79

PD = \$5,594.05

Court 3,012.18

101-300-818.000

Paul D. V. 05.01.23

Ok to pay
#130-932

Michelle Adkins

10/09/23

SUB-TOTAL \$8,606.23

TOTAL DUE \$8,606.23

BALANCE DUE **\$8,606.23**

Thank you for choosing PM Technologies

CUSTOMER AUTHORIZATION

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned



PM Technologies
28294 Beck Road, Wixom, Michigan 48393 United States
(248) 374-6405

BILL TO

Dearborn Heights Justice Center
25637 Michigan Avenue
Dearborn Heights, MI 48125 USA

INVOICE
83933179

INVOICE DATE
Sep 27, 2023

JOB ADDRESS

Dearborn Heights Justice Center 800kw
25637 Michigan Avenue
Dearborn Heights, MI 48125 USA

Completed Date: 9/27/2023

Payment Term: NET 30

Due Date: 10/27/2023

DESCRIPTION OF WORK

9/13/2023 - WAITED FOR ACCESS TO GEN. SHUT UNIT DOWN AND OPENED BREAKERS FOR BLOCK HEATER AND BATTERY CHARGER. DRAINED OIL AND REMOVED FILTERS. DISCONNECTED HEATER HOSES, DRAIN LINE, AND REROUTED FUEL LINE FROM UNDER PAN. DROPPED PAN AND REMOVED OLD GASKET. CLEANED SURFACES AND INSTALLED NEW GASKET. SECURED OIL PAN. WILL RETURN TO COMPLETE REPAIRS.

9/14/2023 - BOLTED DOWN ALL OIL PAN BOLTS AND SECURED. REMOVED FRONT OIL PLATES AND REPLACED GASKETS WITH NEW. INSTALLED OIL DRAIN FITTINGS AND SHUT-OFF. REINSTALLED OIL FILTERS. FILLED ENGINE WITH NEW OIL. ADDRESSED COOLANT LEAK AT 3/8 HOSE ON THERMOSTAT HOUSING. RECONNECTED BLOCK HEATER HOSES AND TOPPED OFF COOLANT LEVEL. REINSTALLED BATTERIES AND SECURED CABLES. CLEANED UP OIL AND WORK AREA. RAN UNIT FOR 40MINS AND OBSERVED UNIT. FOUND OIL LEAKING FROM UPPER OIL PAN GASKET DOWN LOWER PAN ONTO CROSS-MEMBER. WENT THREW AND TIGHTEN UPPER SIDE BOLTS. NO ACCESS TO FRONT OR REAR BOLTS. INFORMED CUSTOMER ON FINDINGS. LEFT UNIT IN AUTO WITH BREAKER CLOSED.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
CLAB	Commercial Labor 2 Techs 2 Days	32.00	\$179.00	\$5,728.00
Mileage	Charge per mile of travel X 4	224.00	\$3.00	\$672.00
FUEL FEE COMM	Commercial fuel fuel surcharge X 4	4.00	\$27.00	\$108.00
Shop Surcharge	Shop Surcharge	1.00	\$49.99	\$49.99
Shipping	Shipping costs	1.00	\$30.00	\$30.00
FLUID DISPOSAL	DISPOSAL OF OIL AND/OR ANTIFREEZE/COOLANT PER EPA GUIDELINES	25.00	\$1.00	\$25.00

checks, and a financing charge of 1% per month shall be applied for overdue amounts.

Sign here

Date 9/13/2023

CUSTOMER ACKNOWLEDGEMENT

I find and agree that all work performed by PM Technologies has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

Sign here

Date 9/13/2023



Service Report

Job Number 83933179		Customer Name Dearborn Heights Justice Center 800kw			
Address 25637 Michigan Avenue, Dearborn Heights, MI 48125 USA					
Contact Name JANET		Phone Number/Email (313) 277-7408		Date 9/13/2023	Time In 9:15AM
Generator Make / Model KATOLIGHT/D800FRX4		Serial Number WA530581/83977-1002	Spec #	Voltage 277/480 3 F	Generator Location PARKING LOT
Engine Model DETROIT DIESEL/ R1637K35		Engine Serial 5362001913	Spec#	kW 800	Fuel Type DIESEL
SYSTEM STATUS: System Down FOLLOW UP REQUIRED: Yes			QUOTE REQUIRED: No		Work Start: Engine Hours Work Complete:
Complaint(s)/Service Requested: REPLACE OIL PAN GASKET AND ALL OTHER ASSOCIATED GASKETS, SEALS, O-RINGS					
Cause(s) of Issue: QUOTED					
Corrective Action(s)/Work Performed: WAITED FOR ACCESS TO GEN. SHUT UNIT DOWN AND OPENED BREAKERS FOR BLOCK HEATER AND BATTERY CHARGER. DRAINED OIL AND REMOVED FILTERS. DISCONNECTED HEATER HOSES, DRAIN LINE, AND REROUTED FUEL LINE FROM UNDER PAN. DROPPED PAN AND REMOVED OLD GASKET. CLEANED SURFACES AND INSTALLED NEW GASKET. SECURED OIL PAN. WILL RETURN TO COMPLETE REPAIRS.					
Part Consumption & Part Requirement					
Parts Used:			Required Parts To Order:		
Equipment/System Operational State & Recommendation(s)					
Recommendation(s): FOLLOW-UP TO COMPLETE REPAIRS.					
Service Technician Darryl Nicholson		Date 9/13/2023	Customer/ Authorized Representative Dearborn Heights Justice Center		Date 9/13/2023
Signature Darryl Nicholson			Signature SPOKE WITH CUSTOMER		



Service Report

Job Number 83933179		Customer Name Dearborn Heights Justice Center 800kw			
Address 25637 Michigan Avenue, Dearborn Heights, MI 48125 USA					
Contact Name JANET		Phone Number/Email (313) 277-7408		Date 9/14/2023	Time In 9:15AM
Time Out 3:50PM					
Generator Make / Model KATOLIGHT/D800FRX4	Serial Number WA530581/83977-1002	Spec #	Voltage 277/480 3 F	Generator Location PARKING LOT	
Engine Model DETROIT DIESEL/ R1637K35	Engine Serial 5362001913	Spec#	kW 800	Fuel Type DIESEL	
SYSTEM STATUS: System Operational		QUOTE REQUIRED: No		Work Start:	
FOLLOW UP REQUIRED: No				Engine Hours Work Complete: 492.6	
Complaint(s)/Service Requested:					
REPLACE OIL PAN GASKET, GASKETS, SEALS, OIL					
Cause(s) of Issue:					
QUOTED					
Corrective Action(s)/Work Performed:					
BOLTED DOWN ALL OIL PAN BOLTS AND SECURED. REMOVED FRONT OIL PLATES AND REPLACED GASKETS WITH NEW. INSTALLED OIL DRAIN FITTINGS AND SHUT-OFF. REINSTALLED OIL FILTERS. FILLED ENGINE WITH NEW OIL. ADDRESSED COOLANT LEAK AT 3/8 HOSE ON THERMOSTAT HOUSING. RECONNECTED BLOCK HEATER HOSES AND TOPPED OFF COOLANT LEVEL. REINSTALLED BATTERIES AND SECURED CABLES. CLEANED UP OIL AND WORK AREA. RAN UNIT FOR 40MINS AND OBSERVED UNIT. FOUND OIL LEAKING FROM UPPER OIL PAN GASKET DOWN LOWER PAN ONTO CROSS-MEMBER. WENT THREW AND TIGHTEN UPPER SIDE BOLTS. NO ACCESS TO FRONT OR REAR BOLTS. INFORMED CUSTOMER ON FINDINGS. LEFT UNIT IN AUTO WITH BREAKER CLOSED.					
Part Consumption & Part Requirement					
Parts Used:			Required Parts To Order:		
OIL PAN GASKET					
ASSOCIATED GASKETS					
25- GAL 15W40					
Equipment/System Operational State & Recommendation(s)					
Recommendation(s): OIL LEAK AT UPPER OIL PAN GASKET.					
Service Technician Darryl Nicholson		Date 9/14/2023	Customer/ Authorized Representative Dearborn Heights Justice Center		Date 9/14/2023
Signature Darryl Nicholson			Signature SPOKE WITH CUSTOMER		

Quad-Tran of Michigan, Inc.

P.O. Box 531356
Livonia, MI 48153-1356

Invoice

Date	Invoice #
9/29/2023	7637

Bill To
20th District Court Michelle Adkins 25637 Michigan Avenue Dearborn Heights, Michigan 48125-3271

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	Data Processing Services for the Month of: September, 2023	4,500.00	\$530.00 4,500.00
1	LEIN/SOS Access Charge for the Month of: September, 2023	800.00	#136-818 800.00
9	E-Ticket Process for the Month of: September, 2023	20.00	180.00
	Electronic process to Michigan JDW	250.00	\$680 250.00
	Electronic MSP Set Aside process	250.00	#136-864 250.00
3.5	Hearing Notices	240.00	840.00
1.4	Default Notice Mailers	240.00	\$1764 336.00
1	14-Day Notice Mailers	240.00	240.00
1.2	Free Form Court Notice Mailers	240.00	#136-728 288.00
		Total	\$7,684.00

Quad-Tran of Michigan, Inc.

P.O. Box 531356
Livonia, MI 48153-1356

Invoice

Date	Invoice #
9/29/2023	7638

Bill To
20th District Court Michelle Adkins 25637 Michigan Avenue Dearborn Heights, Michigan 48125-3271

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	Actual Postage for: September, 2023	369.02	369.02
1	Postage Average for: October, 2023	2,500.00	2,500.00
		Total	\$2,869.02

OK to pay
#101,200.728,000
Madkins
10-2-23

Quad-Tran of Michigan, Inc.

P.O. Box 531356
Livonia, MI 48153-1356

Invoice

Date	Invoice #
9/29/2023	7637

Bill To
20th District Court Michelle Adkins 25637 Michigan Avenue Dearborn Heights, Michigan 48125-3271

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	Data Processing Services for the Month of: September, 2023	4,500.00	\$530.00 4,500.00
1	LEIN/SOS Access Charge for the Month of: September, 2023	800.00	#136-818 800.00
9	E-Ticket Process for the Month of: September, 2023	20.00	180.00
	Electronic process to Michigan JDW	250.00	\$680 250.00
	Electronic MSP Set Aside process	250.00	#136-864 250.00
3.5	Hearing Notices	240.00	840.00
1.4	Default Notice Mailers	240.00	\$1764 336.00
1	14-Day Notice Mailers	240.00	240.00
1.2	Free Form Court Notice Mailers	240.00	#136-728 288.00
		Total	\$7,684.00

Quad-Tran of Michigan, Inc.

P.O. Box 531356
Livonia, MI 48153-1356

Invoice

Date	Invoice #
9/29/2023	7638

Bill To
20th District Court Michelle Adkins 25637 Michigan Avenue Dearborn Heights, Michigan 48125-3271

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	Actual Postage for: September, 2023	369.02	369.02
1	Postage Average for: October, 2023	2,500.00	2,500.00

**Saad Law,
PLLC**

INVOICE

Invoice: o8

Date: 09/30/23

To:

City of Dearborn Heights

6045 Fenton St.

Dearborn Heights, MI
48127

DATE	DESCRIPTION OF SERVICE	TIME SPENT	QUANTITY UNIT	AMOUNT
09/11/2023	Attended arraignments, reviewed case files, drafted plea offers, began drafting affidavits	2 Hrs. 50 Mins.	2.8	\$420.00
09/14/2023	Attended misdemeanor/civil infraction case docket, reviewed case files, drafted plea offers	3 Hrs. 12 Mins.	3.2	\$480.00
09/14/2023	Attended ordinance case docket, reviewed case files, drafted plea offers	2 Hrs. 58 Mins.	2.9	\$435.00
09/15/2023	Attended arraignments, reviewed case files, drafted plea offers, legal research/writing - motion for entry of	2 Hrs. 20 Mins.	2.3	\$345.00

	default judgment response			
09/19/2023	Attended misdemeanor/civil infraction docket, reviewed case files, drafted plea offers	3 Hrs. 44 Mins.	3.7	\$555.00
09/19/2023	Attended ordinance case docket, reviewed case files, drafted plea offers	1 Hr. 30 Mins.	1.5	\$225.00
09/20/2023	Attended arraignments, reviewed case files, drafted plea offers	2 Hrs. 49 Mins.	2.8	\$420.00
09/21/2023	Attended misdemeanor/civil infraction docket, reviewed case files, drafted plea offers	3 Hrs. 09 Mins.	3.1	\$465.00
09/21/2023	Attended ordinance case docket, reviewed case files, drafted plea offers	3 Hrs. 28 Mins.	3.4	\$510.00
09/26/2023	Attended misdemeanor/civil infraction docket, reviewed case files, drafted plea offers	3 Hrs. 20 Mins.	3.3	\$495.00
09/26/2023	Attended ordinance case docket, reviewed case files, drafted plea offers	1 Hr. 24 Mins.	1.4	\$210.00

09/28/2023	Attended misdemeanor/civil infraction docket, reviewed case files, drafted plea offers	2 Hrs. 20 Mins.	2.3	\$345.00
09/28/2023	Attended ordinance case docket, reviewed case files, drafted plea offers	1 Hr. 51 Mins.	1.8	\$270.00
	TOTAL			\$5,175.00

Please make check payable to Saad Law, PLLC

Thank you.

Reviewed approved by [Signature] 10/10/23

101-210-826.000



2045 Sylvania Ave.
Toledo, OH 43613

Phone: (419) 472-2128
Fax: (419) 471-2534



"IMMEDIATE ATTENTION"



24 HOUR EMERGENCY SERVICE: 800-589-6589

For all of our locations, visit shradertireandoil.com/locations

SALES ID		INVOICE	
43		23-0795208-00	
DUE DATE		INVOICE DATE	
10/20/2023		9/20/2023	
TAKEN BY		TERMS	
365		NET 30 DAYS	
SHIP VIA		TIME	PAGE
MDC		4:45 PM	1 of 1



S DEARBORN HTS. DPW
O 24600 VAN BORN RD
L DEARBORN HTS., MI 48125
D

S DEARBORN HTS. DPW
H 24600 VAN BORN
I 313-277-7924 RUN 1
P DEARBORN HTS., MI 48125

T Attn: MATTHEW PAUL
O Phone: 313-791-3443 Fax: 313-791-6011

T Attn:
O Phone:

Bulk O.I

CUSTOMER #		CUST P. O.	ORDERED BY	ORDER DATE	TECH I D	WHSE #
DEA003		23-133	43	9/18/2023		66
FLEET ID #		UNIT #	VEHICLE DESCRIPTION		MILEAGE	LICENSE
Item Number	Size	Description	QTY	Unit Price	F.E.T.	Extension Tx
212047990	BULK	CHEV SUP SYN BLEND 5W30 N	183	\$16.42	\$0.00	\$3,004.86 N
D		BULK DELIVERY FEE	1	\$25.00	\$0.00	\$25.00 N
PLEASE BRING STICKER FOR TANK						
Account # 532-537-932,000			\$	1200. ⁰⁰		
Account # 101-440-932,000			\$	1200. ⁰⁰		
Account # 101-265-932,000			\$	629. ⁸⁶		
Ok to pay			\$	3029. ⁸⁶		
[Signature]						
PARTS	LABOR	% TAX	TAXABLE TOTAL		F.E.T.	
\$3 029.86	\$0.00		\$0.00		\$0.00	

Subtotal: \$3,029.86
6% Sales Tax: \$0.00
TOTAL: \$3,029.86

PLEASE REMIT TO: 2045 SYLVANIA AVE.
TOLEDO, OHIO 43613

Spectrum Signs & Designs

A Division of Miller Designworks LLC

3001 S. Gulley Rd., Suite D

Dearborn, MI 48124-4403

Invoice

Date	Invoice #
8/8/2023	24601

Invoice To:

Dearborn Heights Parks & Recreation
Kimberly Laurencelle
1801 N. Beech Daly
Dearborn Heights, MI 48127

Ship To:

P.O. No.	Terms	Due Date	Rep	Ship Date	Ship Via	Our Order No.
	Net 30 days	9/7/2023	RG	8/10/2023	Pickup	

Qty	Description	Unit Price	Amount
25	Huge City Garage Sale Banners 8' x 4' 13oz. vinyl printed banners with taped hems & grommets <i>692-887 Kim L</i>	115.00	2,875.00

Subtotal \$2,875.00

Sales Tax (0.0%) \$0.00

Total \$2,875.00

Payments/Credits \$0.00

Balance Due \$2,875.00

Phone # 313-562-4000

Fax # 313-561-4627

October

STAPLES PAYMENT ~~AUGUST~~ 2023

	INVOICE NUMBER	DEPT	DATE	G/L NUMBER	AMOUNT
1	3544946821	REC	08/12/23	101-691-885.000	\$43.12
				101-691-728.000	\$117.44
2	3544219030	HR	08/02/23	101-226-728.000	\$13.72
3	3546961356	ASSR	09/06/23	101-209-728.000	\$87.99
4	3546106771	ASSR	08/26/23	101-209-728.000	\$23.29
5	3545663131	FD	08/24/23	101-335-728.000	\$98.88
6	3546564812	FD	08/31/23	101-335-728.000	\$280.38
7	3547396846	FD	09/13/23	101-335-728.000	\$206.04
8	3547461959	HR	09/14/23	101-226-728.000	\$47.08
9	3547325847	MAYOR	09/12/23	101-171-728.000	\$66.02
10	3547802305	COURT	09/19/23	101-130-728.000	\$45.98
11	3547461958	COURT	09/14/23	101-130-728.000	\$1,450.57
12	3547461960	REC	09/14/23	101-691-885.000	\$116.06
				101-691-728.000	\$81.34
				101-692-728.000	\$40.81
13	3545663132	REC	08/24/23	101-691-728.000	\$47.46
				101-691-885.000	\$25.42
14	3546106772	REC	08/26/23	101-691-885.000	\$10.04
				101-691-728.000	\$6.26
15	3546106773	TRES	08/26/23	101-253-728.000	\$64.17
					\$2,872.07
16		Court	08/02/23	101-130-728	\$15.87

Total \$ 2,887.94



INVOICE DATE	CUSTOMER	SUMMARY INVOICE
8/12/23	DET 1834062	8071260986
PLEASE PAY BY	TERMS	AMOUNT DUE
9/11/23	Net 30 Days	160.56

INVOICE DETAIL

Staples

Federal ID #:04-3390816

Bill to Account: 1071230

Ship to Account: REC CENTER

CITY OF DEARBORN HEIGHTS
MATTHEW PAUL
6045 FENTON
DEARBORN HEIGHTS, MI 48127

CITY OF DEARBORN HEIGHTS
ATTN: TAMARA 2
1801 W WEECH DALY RD
DEARBORN HEIGHTS, MI 48127

Budget Ctr : RECCTR
Budget Ctr Desc : 81023REC
P O Number :
P O Desc :
Release :
Release Desc :

Invoice Number: 3544946821
Order : 7613096646-000-001
Ordered By : TAMARA 2
Order Date : 8/10/23

Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
1	559217	SIGNO GEL 207 RT BLUE	3		0 DZ	3	10.40	31.20
2	135848	STAPLES 8.5x11 COPY CS	3		0 CT	3	43.12	129.36
Sub-Total:								160.56
Total:								160.56
Freight:			.00	Tax: (.0000 %)		.00		

A/C 691-885 \$43.12
A/C 691-728 \$117.44
8/24/23

Kimberly Lawrence

Customer Service inquiries 877-826-7755 Invoice Payment inquiries 888-753-4104
Make checks payable to Staples, PO Box 660409, Dallas TX 75266-0409

Page: 1



INVOICE DATE	CUSTOMER	SUMMARY INVOICE
8/02/23	DET 1834062	8071131651
PLEASE PAY BY	TERMS	AMOUNT DUE
9/01/23	Net 30 Days	338.57

INVOICE DETAIL

Staples

Federal ID #:04-3390816

Bill to Account: 1071230

Ship to Account: HRDEPT

CITY OF DEARBORN HEIGHTS
MATTHEW PAUL
6045 FENTON
DEARBORN HEIGHTS, MI 48127

CITY OF DEARBORN HEIGHTS
ATTN: MARGARET HAZLETT
6045 FENTON
HUMAN RESOURCES
DEARBORN HEIGHTS, MI 48127

Budget Ctr : HRDEPT
Budget Ctr Desc :
P O Number : 8123HR
P O Desc :
Release :
Release Desc :

Invoice Number: 3544219030
Order : 7902743862-000-001
Ordered By : MARGARET HAZLETT
Order Date : 8/01/23

Release	:								
Release Desc	:								
Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price	
1	117515	SPLS HNG FF BOXB 2IN LTR GRN25	2		0 PK	2	6.86	13.72	
Freight:	.00	Tax: (.0000 %)	.00	Sub-Total:				13.72	
Total:								13.72	

Approved 08/30/2023
Margaret Hazlett
101-226-728.000

RECEIVED

AUG 03 2023

DBN.HTS.COMP.OFF.

Customer Service inquiries # 877-826-7755 Invoice Payment inquiries 888-753-4104
Make checks payable to Staples, PO Box 660409, Dallas TX 75266-0409

Page: 1



INVOICE DATE	CUSTOMER	SUMMARY INVOICE
9/06/23	DET 1834062	8071518698
PLEASE PAY BY	TERMS	AMOUNT DUE
10/06/23	Net 30 Days	87.99

INVOICE DETAIL

Staples

Federal ID #:04-3390816

Bill to Account: 1071230

Ship to Account: ASSESSOR

CITY OF DEARBORN HEIGHTS
MATTHEW PAUL
6045 FENTON
DEARBORN HEIGHTS, MI 48127

CITY OF DEARBORN HEIGHTS
ATTN: KIMBERLY COMER
6045 FENTON
DEARBORN HEIGHTS, MI 48127

Budget Ctr : ASSESSOR
Budget Ctr Desc:
P O Number : 82823ASSR
P O Desc :
Release :
Release Desc :

Invoice Number: 3546961356
Order : 7614019106-000-001
Ordered By : KIMBERLY COMER
Order Date : 8/28/23

Release Desc :								
Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
1	195236	DR HANG67 LB. 3.67 X 8.5 GRN	1	0	PK	1	87.99	87.99
Freight:		.00	Tax:(.0000 %)					.00
							Sub-Total:	87.99
							Total:	87.99

Backorder of 7614019106

Customer Service inquiries # 877-826-7755 Invoice Payment Inquiries 888-753-4104
Make checks payable to Staples, PO Box 660409, Dallas TX 75266-0409

Page: 1



INVOICE DATE	CUSTOMER	SUMMARY INVOICE
8/26/23	DET 1834062	8071424602
PLEASE PAY BY	TERMS	AMOUNT DUE
9/25/23	Net 30 Days	103.76

INVOICE DETAIL

Staples

Federal ID #:04-3390816

Bill to Account: 1071230

Ship to Account: ASSESSOR

CITY OF DEARBORN HEIGHTS
MATTHEW PAUL
6045 FENTON
DEARBORN HEIGHTS, MI 48127

CITY OF DEARBORN HEIGHTS
ATTN: KIMBERLY COMER
6045 FENTON
DEARBORN HEIGHTS, MI 48127

Budget Ctr : ASSESSOR
Budget Ctr Desc:
P O Number : 82423ASSR
P O Desc :
Release :
Release Desc :

Invoice Number: 3546106771
Order : 7613865262-000-001
Ordered By : KIMBERLY COMER
Order Date : 8/24/23

Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
1	24295899	3X3 WTRCLR 24PK 100 SHTS/PD	1		0 PK	1	16.79	16.79
2	757399	2000PLUS GREEN VOID	1		0 EA	1	6.50	6.50
Freight:		.00	Tax: (.0000 %)				Sub-Total:	
							Total:	
							23.29	
							23.29	

Customer Service inquiries # 877-826-7755 Invoice Payment Inquiries 888-753-4104
Make checks payable to Staples, PO Box 660409, Dallas TX 75266-0409

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INVOICE DATE	CUSTOMER	SUMMARY INVOICE
8/24/23	DET 1834062	8071364334
PLEASE PAY BY	TERMS	AMOUNT DUE
9/23/23	Net 30 Days	171.76

INVOICE DETAIL

Staples

Federal ID #:04-3390816

Bill to Account: 1071230

Ship to Account: FIRE HQ

CITY OF DEARBORN HEIGHTS
MATTHEW PAUL
6045 FENTON
DEARBORN HEIGHTS, MI 48127

CITY OF DEARBORN HEIGHTS
ATTN: KIMBERLY MARONCELLI
1999 N BEECH DALY RD
DEARBORN HEIGHTS, MI 48127

Budget Ctr : FIREHQ
Budget Ctr Desc:
P O Number : 82323FD
P O Desc :
Release :
Release Desc :

Invoice Number: 3545663131
Order : 7613710842-000-001
Ordered By : KIMBERLY MARONCELLI
Order Date : 8/23/23

Release Desc :									
Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price	
1	126090	HP CE285AC BLACK TONER CART	1		0 EA	1	66.33	66.33	
2	464050	BATTERY ALKALINE AA 36PK	1		0 PK	1	20.87	20.87	
3	1706846	MARGIN TABS 2.5INX1IN PASTEL	4		0 PK	4	2.92	11.68	
Freight:		.00	Tax: (.0000 %)		.00		Sub-Total:		98.88
							Total:		98.88

SEP 14 2023

O.K. to pay
(335-728)

Al Brown

Customer Service inquiries # 877-826-7755 Invoice Payment Inquiries 888-753-4104
Make checks payable to Staples, PO Box 660409, Dallas TX 75266-0409

Page: 1



INVOICE DATE	CUSTOMER	SUMMARY INVOICE
8/31/23	DET 1834062	8071460250
PLEASE PAY BY	TERMS	AMOUNT DUE
9/30/23	Net 30 Days	243.32

INVOICE DETAIL

Staples

Federal ID #:04-3390816

Bill to Account: 1071230

Ship to Account: FIRE HQ

CITY OF DEARBORN HEIGHTS
MATTHEW PAUL
6045 FENTON
DEARBORN HEIGHTS, MI 48127

CITY OF DEARBORN HEIGHTS
ATTN: KIMBERLY MARONCELLI
1999 N BEECH DALY RD
DEARBORN HEIGHTS, MI 48127

Budget Ctr : FIREHQ
Budget Ctr Desc:
P O Number : 82923FD
P O Desc :
Release :
Release Desc :

Invoice Number: 3546564812
Order : 7614118445-000-001
Ordered By : KIMBERLY MARONCELLI
Order Date : 8/29/23

Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
1	496153	FELLOWES SHREDDER OIL 120Z	1		0 EA	1	4.32	4.32
2	24545091	RY24 STPLS DSK CLNDR 22X17 NVY	7		0 EA	7	6.99	48.93
3	24562530	2024 WALL CALENDAR SCENIC	1		0 EA	1	14.29	14.29
4	USHEW-W2123A	HP 212A MAGENTA LJ TONER	1		0 EA	1	212.84	212.84
Freight:			.00					
Tax: (.0000 %)			.00					
Sub-Total:								280.38
Total:								280.38

SEP 14 2023

O.K. to pay
(335.728)

Al Brown



INVOICE DATE	CUSTOMER	SUMMARY INVOICE
9/13/23	DET 1834062	8071591498
PLEASE PAY BY	TERMS	AMOUNT DUE
10/13/23	Net 30 Days	206.04

INVOICE DETAIL

Federal ID #:04-3390816

Staples

Bill to Account: 1071230

Ship to Account: FIRE HQ

CITY OF DEARBORN HEIGHTS
MATTHEW PAUL
6045 FENTON
DEARBORN HEIGHTS, MI 48127

CITY OF DEARBORN HEIGHTS
ATTN: KIMBERLY MARONCELLI
1999 N BEECH DALY RD
DEARBORN HEIGHTS, MI 48127

Budget Ctr : FIREHQ
Budget Ctr Desc :
P O Number : 23-91123FD
P O Desc :
Release :
Release Desc :

Invoice Number: 3547396846
Order : 7614870366-000-001
Ordered By : KIMBERLY MARONCELLI
Order Date : 9/11/23

Release Desc			Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
Order Line	Item Number	Description						
1	USTOP-75330	TOPS PERF LGL WHITE	5		0 EA	5	1.87	9.35
2	451446	LINEN CERTIFICATE HOLDER	1		0 PK	1	15.11	15.11
3	USAVE-24020	DENN. HI-LITER FLOUR GRN DZ	1		0 DZ	1	5.85	5.85
4	USAVE-24016	DENN. HI-LITER FLOUR BLU DZ	1		0 DZ	1	5.85	5.85
5	USHEW-W2120A	HP 212A BLACK LJ TONER	1		0 EA	1	169.88	169.88
Freight:			.00	Tax: (.0000 %)				.00
Sub-Total:							206.04	
Total:							206.04	

SEP 14 2023

O.K. to pay
(335-728)

Al Brown

Customer Service inquiries # 877-826-7755
Make checks payable to Staples, PO Box 660409, Dallas TX 75266-0409

Invoice Payment Inquiries 888-753-4104

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INVOICE DATE	CUSTOMER	SUMMARY INVOICE
9/14/23	DET 1834062	8071600243
PLEASE PAY BY	TERMS	AMOUNT DUE
10/14/23	Net 30 Days	1735.86

INVOICE DETAIL

staples

Federal ID #:04-3390816

Bill to Account: 1071230

Ship to Account: HRDEPT

CITY OF DEARBORN HEIGHTS
MATTHEW PAUL
6045 FENTON
DEARBORN HEIGHTS, MI 48127

CITY OF DEARBORN HEIGHTS
ATTN: MARGARET HAZLETT
6045 FENTON
HUMAN RESOURCES
DEARBORN HEIGHTS, MI 48127

Budget Ctr : HRDEPT
Budget Ctr Desc:
P O Number : 91323HR
P O Desc :
Release :
Release Desc :

Invoice Number: 3547461959
Order : 7903359425-000-001
Ordered By : MARGARET HAZLETT
Order Date : 9/13/23

Release Desc :			order	B/O	Unit	Ship	Unit	Extended
Order		Description	Qty	Qty	Meas	Qty	Price	Price
Line	Item Number							
1	512211	SPLS 11X17 COPY RM	1		0 RM	1	10.20	10.20
2	116657	STPLS 3TAB FF LTR MANILA 100PK	3		0 BX	3	5.20	15.60
3	907701	2 POCKET PORT DK BLUE 10 PK	5		0 PK	5	3.09	15.45
4	127035	SPLS 8.5X14 COPY RM	1		0 RM	1	5.83	5.83
Freight:		.00	Tax: (.0000 %)		.00	Sub-Total:		47.08
							Total:	47.08

Approved 09/18/2023
Margaret Hazlett
101-226-728.000

Customer Service inquiries @ 877-826-7755 Invoice Payment Inquiries 888-753-4104
Make checks payable to Staples, PO Box 660409, Dallas TX 75266-0409

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INVOICE DATE	CUSTOMER	SUMMARY INVOICE
9/12/23	DET 1834062	8071582504
PLEASE PAY BY	TERMS	AMOUNT DUE
10/12/23	Net 30 Days	66.02

INVOICE DETAIL

Staples

Federal ID #:04-3390816

Bill to Account: 1071230

Ship to Account: MAYOR

CITY OF DEARBORN HEIGHTS
MATTHEW PAUL
6045 FENTON
DEARBORN HEIGHTS, MI 48127

CITY OF DEARBORN HEIGHTS
ATTN: STEPHANIE SHOCKEY
6045 FENTON
DEARBORN HEIGHTS, MI 48127

Budget Ctr : MAYOR
Budget Ctr Desc:
P O Number : 23-91123MAYOR
P O Desc :
Release :
Release Desc :

Invoice Number: 3547325847
Order : 7614842236-000-001
Ordered By : STEPHANIE SHOCKEY
Order Date : 9/11/23

Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price	
1	24402480	TR REG PENCIL CUP MESH BLK	1		0 EA	1	4.99	4.99	
2	228452	PAPERMATE FLAIR MED BLACK 12	1		0 DZ	1	6.16	6.16	
3	228437	PAPERMATE FLAIR MED BLUE 12	1		0 DZ	1	10.41	10.41	
4	044329	MARKER 833-01 ULTRA FINE BLK	1		0 DZ	1	13.39	13.39	
5	24428209	SHARPIE S-GEL 0.7MM 12CT BX BK	1		0 DZ	1	9.09	9.09	
6	24402469	TR FR LOAD LETTER TRY MESH BLK	2		0 EA	2	10.99	21.98	
Freight:			.00	Tax: (.0000 %)		.00		Sub-Total:	66.02
								Total:	66.02

101-171-728,000

Customer Service inquiries # 877-826-7755 Invoice Payment Inquiries 888-753-4104
Make checks payable to Staples, PO Box 660409, Dallas TX 75266-0409

Page: 1

1 Staples Business Advantage.



Thank you for your order, Stephanie Shockey!

A confirmation email will be sent to sshockey@ci.dearborn-heights.mi.us with the complete order details.

Order Number: 7614842236

Status: Pending Cost Center Approval

Pending with: Mathew Paul

Placed on: September 11, 2023

Shipping information

Stephanie Shockey
MAYOR
CITY OF DEARBORN HEIGHTS
6045 FENTON
DEARBORN HEIGHTS, MI 48127 US
(313)277-3490

Accounting information

Order Summary

Total \$66.02

ok to pay
Haniarath
101-171-728-000

6 items purchased

Expected delivery by September 12, 2023

42% off



TRU RED™ Front Load Stackable Metal Letter Tray, Matte Black (TR57566)

2 @ \$10.99 1/EA
~~\$18.99~~

\$21.98

Limited Time Offer

53% off



Sharpie S-Gel Retractable Gel Pen, Medium Point, Black Ink, Dozen (2096159)

1 @ \$9.09 12/DZ
~~\$19.59~~

\$9.09

Feedback



INVOICE DATE	CUSTOMER	SUMMARY INVOICE
9/19/23	DET 1834062	8071657981
PLEASE PAY BY	TERMS	AMOUNT DUE
10/19/23	Net 30 Days	45.98

INVOICE DETAIL

Federal ID #:04-3390816

staples

Bill to Account: 1071230

Ship to Account: COURT

CITY OF DEARBORN HEIGHTS
MATTHEW PAUL
6045 FENTON
DEARBORN HEIGHTS, MI 48127

CITY OF DEARBORN HEIGHTS
ATTN: JENNIFER PAXTON
25637 MICHIGAN AVE
DEARBORN HEIGHTS, MI 48125

Budget Ctr : COURT
Budget Ctr Desc :
P O Number : 91323COURT
P O Desc :
Release :
Release Desc :

Invoice Number: 3547802305
Order : 7903366580-000-002
Ordered By : JENNIFER PAXTON
Order Date : 9/13/23

Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
11	1427060	COFFEE POD TRIPLE DRAWER	2		0 EA	2	22.99	45.98
Freight:		.00	Tax:(.0000 %)		.00		Sub-Total:	45.98
							Total:	45.98

Backorder of 7903366580

ok to pay \$45.98
#130-728

9/20/23

Michelle Adkins

Customer Service inquiries # 877-826-7755 Invoice Payment Inquiries 888-753-4104
Make checks payable to Staples, PO Box 660409, Dallas TX 75266-0409

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INVOICE DATE	CUSTOMER	SUMMARY INVOICE
9/14/23	DET 1834062	8071600243
PLEASE PAY BY	TERMS	AMOUNT DUE
10/14/23	Net 30 Days	1735.86

ok to pay
#130-728

INVOICE DETAIL

Federal ID #:04-3390816
9/19/203

Staples

Bill to Account: 1071230

Ship to Account: COURT

CITY OF DEARBORN HEIGHTS
MATTHEW PAUL
6045 FENTON
DEARBORN HEIGHTS, MI 48127

CITY OF DEARBORN HEIGHTS
ATTN: JENNIFER PAXTON
25637 MICHIGAN AVE
DEARBORN HEIGHTS, MI 48125

Michelle Adkins

Budget Ctr : COURT
Budget Ctr Desc : 91323COURT
P O Number :
P O Desc :
Release :
Release Desc :

Invoice Number: 3547461958
Order : 7903366580-000-001
Ordered By : JENNIFER PAXTON
Order Date : 9/13/23

Release :				Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
Order Line	Item Number	Description							
20	24411487	LEXMARK C330H10 H HY BLK TNR		1		0 EA	1	133.99	133.99
Freight:		.00	Tax:(.0000 %)	.00			Sub-Total:		1450.57
							Total:		1450.57

Customer Service inquiries # 877-826-7755 Invoice Payment Inquiries 888-753-4104
Make checks payable to Staples, PO Box 660409, Dallas TX 75266-0409

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INVOICE DATE	CUSTOMER	SUMMARY INVOICE
9/14/23	DET 1834062	8071600243
PLEASE PAY BY	TERMS	AMOUNT DUE
10/14/23	Net 30 Days	1735.86

INVOICE DETAIL

Staples

Federal ID #:04-3390816

Bill to Account: 1071230

Ship to Account: COURT

CITY OF DEARBORN HEIGHTS
MATTHEW PAUL
6045 FENTON
DEARBORN HEIGHTS, MI 48127

CITY OF DEARBORN HEIGHTS
ATTN: JENNIFER PAXTON
25637 MICHIGAN AVE
DEARBORN HEIGHTS, MI 48125

Budget Ctr : COURT
Budget Ctr Desc :
P O Number : 91323COURT
P O Desc :
Release :
Release Desc :

Invoice Number: 3547461958
Order : 7903366580-000-001
Ordered By : JENNIFER PAXTON
Order Date : 9/13/23

Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
1	163803	ENERGEL PEARL DLX RTX BLK	2		0 DZ	2	18.36	36.72
2	2002710	HP 952XL HY YELLOW INK CART	2		0 EA	2	31.15	62.30
3	2002712	HP 952XL HY CYAN INK CART	2		0 EA	2	33.05	66.10
4	2002711	HP 952XL HY MAGENTA INK CART	2		0 EA	2	29.92	59.84
5	364831	HP 951XL HY CYAN INK CART	2		0 EA	2	24.22	48.44
6	1661337	RED DUO GEL WAVE MOUSE REST	1		0 EA	1	17.51	17.51
7	716303	CORD DETANGLER 3PK BLACK	1		0 PK	1	6.29	6.29
8	260265	AVY LSR LBL 6UP 100-3 1/3 X 4	6		0 BX	6	32.53	195.18
9	478405	CUP HOT PERFECT TOUCH 12oz	7		0 PK	7	8.77	61.39
10	24393962	REDPLASTICCOFFEETIRRER1000CT	4		0 PK	4	2.29	9.16
12	1337734	BREAKROOM CONDIMENT ORGANIZER	2		0 EA	2	21.87	43.74
13	USHEW-W2310A	HP 215A BLACK TONER CART	2		0 EA	2	51.52	103.04
14	USHEW-W2313A	HP 215A MAGENTA TONER CART	2		0 EA	2	55.61	111.22
15	24422208	HP 215A CYAN TONER CART	2		0 EA	2	55.61	111.22
16	24408522	HP 952XL BLK/CMY INK 5PACK	1		0 PK	1	205.89	205.89
17	24411471	LEX C331HMO H HYMG RET PRG TNR	1		0 EA	1	112.99	112.99
18	012933	WHTHIVIS RND PERM MULTIPUR 2.5	1		0 PK	1	9.56	9.56
19	831252	FLDR FILE 1/3CUT LEGAL BLUE 10	1		0 BX	1	55.99	55.99

Customer Service inquiries # 877-826-7755 Invoice Payment Inquiries 888-753-4104
Make checks payable to Staples, PO Box 660409, Dallas TX 75266-0409

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INVOICE DATE	CUSTOMER	SUMMARY INVOICE
9/14/23	DET 1834062	8071600243
PLEASE PAY BY	TERMS	AMOUNT DUE
10/14/23	Net 30 Days	1735.86

INVOICE DETAIL

Federal ID #:04-3390816

Staples

Bill to Account: 1071230

Ship to Account: REC CENTER

CITY OF DEARBORN HEIGHTS
MATTHEW PAUL
6045 VENTON
DEARBORN HEIGHTS, MI 48127

CITY OF DEARBORN HEIGHTS
ATTN: TAMARA 2
1801 N BEECH DALY RD
DEARBORN HEIGHTS, MI 48127

Budget Ctr : RECCTR
Budget Ctr Desc: 23-91223REC
P O Number :
P O Desc :
Release :
Release Desc :

Invoice Number: 3547461960
Order : 7614995849-000-001
Ordered By : TAMARA 2
Order Date : 9/12/23

Order Line	Item Number	Description	Order Qty	S/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
1	1949018	CLOROX WIPES VALUE PK 3/75CT	2		0 PK	2	15.99	31.98
2	861425	BRITE LINER HIGHLIGHTER 24 PK	1		0 PK	1	8.83	8.83
3	376423	MAGIC TAPE 3/4 IN X 1000 IN	1		0 PK	1	28.89	28.89
4	482491	BIC WITE-OUT CORRECTION TAPE 2	3		0 PK	3	3.38	10.14
5	1641176	SHARPIE FINE EXTREME DOZEN	1		0 DZ	1	19.79	19.79
6	951060	LETTER SIZE CLIPBOARD BLACK 6P	1		0 PK	1	14.23	14.23
7	703422	COMMAND SM PIC HANGING STRIPS	1		0 PK	1	9.23	9.23
8	166744	COLOR CODE 3/4IN ORNG LBL	1		0 PK	1	5.26	5.26
9	166389	COLOR CODE 3/4IN YLW LBL	1		0 PK	1	5.26	5.26
10	166751	COLOR CODE 3/4 RED LBL	1		0 PK	1	5.26	5.26
11	513096	SPLS 8.5X11 MULTIUSE 20/96 CS	2		0 CT	2	40.67	81.34
12	24337416	BROTHER LC30113 CMY INK 3PK	1		0 PK	1	18.00	18.00
Sub-Total:								238.21
Total:								238.21
Freight:	.00	Tax: (.0000 %)	.00					

A/c 691-885 \$116.06
A/c 691-728 \$81.34
A/c 692-728 \$40.81

9-18-23

Customer Service inquiries # 877-826-7755 Invoice Payment Inquiries 888-753-4104
Make checks payable to Staples, PO Box 660409, Dallas TX 75266-0409

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INVOICE DATE	CUSTOMER	SUMMARY INVOICE
8/24/23	DET 1834062	8071364334
PLEASE PAY BY	TERMS	AMOUNT DUE
9/23/23	Net 30 Days	171.76

INVOICE DETAIL

Federal ID #:04-3390816

Staples

Bill to Account: 1071230

Ship to Account: REC CENTER

CITY OF DEARBORN HEIGHTS
MATTHEW PAUL
6045 FENTON
DEARBORN HEIGHTS, MI 48127

CITY OF DEARBORN HEIGHTS
ATTN: TAMARA 2
1801 W BEECH DALY RD
DEARBORN HEIGHTS, MI 48127

Budget Ctr : RECCTR
Budget Ctr Desc :
P O Number : 82323REC
P O Desc :
Release :
Release Desc :

Invoice Number: 3545663132
Order : 7613744600-000-001
Ordered By : TAMARA 2
Order Date : 8/23/23

Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
1	24424025	PENCILS 48CT PRSHRPND YELLOW	1		0 PK	1	11.89	11.89
2	271031	STAPLES PINK ERASERS MD 3PK	1		0 PK	1	1.48	1.48
3	861425	BRITE LINER HIGHLIGHTER 24 PK	1		0 PK	1	8.83	8.83
4	123315	BIC ROUND STIC MED BLUE DZ	1		0 DZ	1	2.06	2.06
5	382241	ROUNDSTIC GRIP BP MED BLACK 12	1		0 DZ	1	1.12	1.12
6	395895	BIC RND STIC GRP BP MED RD DZ	1		0 DZ	1	1.52	1.52
7	905655	2 POCKET PORT ASSORTED 10 PK	1		0 PK	1	3.87	3.87
8	704404	POST-IT 3X3 SUNW PIER 24	1		0 PK	1	12.94	12.94
9	24311794	DD ORIGINAL CANISTER 300Z	2		0 EA	2	11.44	22.88
10	425043	HAZELNUT NON-DAIRY CREAMER	1		0 BX	1	6.29	6.29
Sub-Total:								72.88
Total:								72.88
Freight:			.00	Tax: (.0000 %)		.00		

A/C 691-728 \$47.46
A/C 691-885 \$25.42
9-18-23

Customer Service inquiries # 877-826-7755 Invoice Payment Inquiries 888-753-4104
Make checks payable to Staples, PO Box 660409, Dallas TX 75266-0409

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INVOICE DATE	CUSTOMER	SUMMARY INVOICE
8/26/23	DET 1834062	8071424602
PLEASE PAY BY	TERMS	AMOUNT DUE
9/25/23	Net 30 Days	103.76

INVOICE DETAIL

Staples

Federal ID #:04-3390816

Bill to Account: 1071230

Ship to Account: REC CENTER

CITY OF DEARBORN HEIGHTS
MATTHEW PAUL
6045 FENTON
DEARBORN HEIGHTS, MI 48127

CITY OF DEARBORN HEIGHTS
ATTN: TAMARA 2
1801 N BEECH DALY RD
DEARBORN HEIGHTS, MI 48127

Budget Ctr : RECCTK
Budget Ctr Desc: 82423REC
P O Number :
P O Desc :
Release :
Release Desc :

Invoice Number: 3546106772
Order : 7613853498-000-001
Ordered By : TAMARA 2
Order Date : 8/24/23

Order Line	Item Number	Description	Order Qty	S/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
1	490882	STAPLES WHITE COVER STOCK	1		0 PK	1	6.26	6.26
2	958751	PAPER LTR 250PK 110# WE	1		0 PK	1	10.04	10.04
Sub-Total:								16.30
Total:								16.30
Freight:			.00					
Tax: (.0000 %)			.00					

A/C 691-885 \$10.04

A/C 691-728 \$6.26

9/18/23.

Customer Service inquiries # 877-826-7755 Invoice Payment Inquiries 888-753-4104
Make checks payable to Staples, PO Box 660409, Dallas TX 75266-0409

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INVOICE DATE	CUSTOMER	SUMMARY INVOICE
8/26/23	DET 1834062	8071424602
PLEASE PAY BY	TERMS	AMOUNT DUE
9/25/23	Net 30 Days	103.76

INVOICE DETAIL

Staples

Federal ID #:04-3390816

Bill to Account: 1071230

Ship to Account: TREASURER

CITY OF DEARBORN HEIGHTS
MATTHEW PAUL
6045 FENTON
DEARBORN HEIGHTS, MI 48127

CITY OF DEARBORN HEIGHTS
ATTN: LISA HICKS CLAYTON
6045 FENTON
TREASURER'S OFFICE
DEARBORN HEIGHTS, MI 48127

Budget Ctr : TREASURER
Budget Ctr Desc :
P O Number : 82423TRES
P O Desc :
Release :
Release Desc :

Invoice Number: 3546106773
Order : 7613754485-000-001
Ordered By : LISA HICKS CLAYTON
Order Date : 8/24/23

Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
1	592346	CURRENCY STRAPS BLANK 1000/PK	1		0 PK	1	8.89	8.89
2	24421989	12 X 16 SAFELOK	1		0 PK	1	28.59	28.59
3	483018	BIC WITE-OUT CORECTION TAPE 10	1		0 PK	1	8.27	8.27
4	421818	POST-IT 1.5X2 CAPE TOWN 12PK	1		0 PK	1	3.64	3.64
5	2609668	WRITE AND ERASE DIVIDER 8TAB	2		0 EA	2	7.39	14.78
Sub-Total:								64.17
Total:								64.17
Freight:			.00					
Tax: (.0000 %)			.00					

General Ledger #701-253-728,000
(Office Supplies)

OK to pay
LH
9/14/23

Customer Service inquiries # 877-826-7755 Invoice Payment Inquiries 888-753-4104
Make checks payable to Staples, PO Box 660409, Dallas TX 75266-0409

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16



INVOICE DATE	CUSTOMER	SUMMARY INVOICE
8/01/23	DET 1834062	8071122933
PLEASE PAY BY	TERMS	AMOUNT DUE
8/31/23	Net 30 Days	15.87

INVOICE DETAIL

Staples

Federal ID #:04-3390816

Bill to Account: 1071230

Ship to Account: COURT

CITY OF DEARBORN HEIGHTS
MATTHEW PAUL
6045 FENTON
DEARBORN HEIGHTS, MI 48127

CITY OF DEARBORN HEIGHTS
ATTN: JENNIFER PAXTON
25637 MICHIGAN AVE
DEARBORN HEIGHTS, MI 48125

Budget Ctr : COURT
Budget Ctr Desc :
P O Number : 72723COURT
P O Desc :
Release :
Release Desc :

101-130-728.000

Invoice Number: 3544152192
Order : 7902719858-000-003
Ordered By : JENNIFER PAXTON
Order Date : 7/27/23

Order Line Item Number Description			Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
17	2299214	HD PREINKED STAMP 11/16 X 2	1	0	EA	1	15.87	15.87
Freight:		.00	Tax:(.0000 %)		.00		Sub-Total:	15.87
							Total:	15.87

Customer Service inquiries # 877-826-7755 Invoice Payment Inquiries 888-753-4104
Make checks payable to Staples, PO Box 660409, Dallas TX 75266-0409

Page: 1



Teachout Security Solutions, Inc.
G-2348 Stone Bridge Drive, Building H
Flint, MI 48532
Ph: 810-732-4849 Fax: 810-732-6070
Tax ID: 382405479

INVOICE NO.	2042116
DATE	09/14/23

CUSTOMER

Dearborn Heights Public Library
24590 George St
Dearborn Heights, MI 48127-3116

SERVICE LOCATION

Caroline Kennedy Library
24590 George St
Dearborn Heights, MI 48127-3116

TERMS: Net 30 Days	CUSTOMER NO. 1009		P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount
Caroline Kennedy Library (1009) Unarmed Regular Officer	19.92	Hours	21.20	422.30
JFK Library (1010) Unarmed Regular Officer	19.75	Hours	21.20	418.70
		Sub-Total		841.00
		Sales Tax		
		TOTAL (\$)		\$841.00

Handwritten notes:
732-735-
OUT TO
179
818
10/10/2023

▼ TO ENSURE PROPER CREDIT, PLEASE DETACH AND MAIL BOTTOM PORTION WITH YOUR PAYMENT ▼

ATTENTION:

Dearborn Heights Public Library
24590 George St
Dearborn Heights, MI 48127-3116

PLEASE SEND REMITTANCE TO

Teachout Security Solutions
G- 2348 Stone Bridge Drive
Building H
Flint, MI 48532

Customer No.	1009
Job No.	1009
Invoice No.	2042116
Invoice Date	09/14/23
Amount Due (\$)	\$841.00
Amount Remitted	



Teachout Security Solutions, Inc.
G-2348 Stone Bridge Drive, Building H
Flint, MI 48532
Ph: 810-732-4849 Fax: 810-732-6070
Tax ID: 382405479

INVOICE NO.	2042339
DATE	09/28/23

CUSTOMER

Dearborn Heights Public Library
24590 George St
Dearborn Heights, MI 48127-3116

SERVICE LOCATION

Caroline Kennedy Library
24590 George St
Dearborn Heights, MI 48127-3116

TERMS: Net 30 Days	CUSTOMER NO. 1009		P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount
Caroline Kennedy Library (1009) Unarmed Regular Officer	20.00	Hours	21.20	424.00
JFK Library (1010) Unarmed Regular Officer	16.00	Hours	21.20	339.20
			<i>743-745 818</i> <i>OK TO PAY</i> <i>17P17</i> <i>10/10/2023</i>	
			Sub-Total	763.20
			Sales Tax	
			TOTAL (\$)	\$763.20

▼ TO ENSURE PROPER CREDIT, PLEASE DETACH AND MAIL BOTTOM PORTION WITH YOUR PAYMENT ▼

ATTENTION:

Dearborn Heights Public Library
24590 George St
Dearborn Heights, MI 48127-3116

PLEASE SEND REMITTANCE TO

Teachout Security Solutions
G- 2348 Stone Bridge Drive
Building H
Flint, MI 48532

Customer No.	1009
Job No.	1009
Invoice No.	2042339
Invoice Date	09/28/23
Amount Due (\$)	\$763.20
Amount Remitted	



Teachout Security Solutions, Inc.
G-2348 Stone Bridge Drive, Building H
Flint, MI 48532
Ph: 810-732-4849 Fax: 810-732-6070
Tax ID: 382405479

INVOICE NO.	2042444
DATE	10/05/23

CUSTOMER

Dearborn Heights Public Library
24590 George St
Dearborn Heights, MI 48127-3116

SERVICE LOCATION

Caroline Kennedy Library
24590 George St
Dearborn Heights, MI 48127-3116

TERMS: Net 30 Days	CUSTOMER NO. 1009		P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount
Caroline Kennedy Library (1009) Unarmed Regular Officer	20.00	Hours	21.20	424.00
JFK Library (1010) Unarmed Regular Officer	20.00	Hours	21.20	424.00
			<i>735-738-8180</i> <i>OK TO PAY</i> <i>10/10/2023</i>	
			Sub-Total	848.00
			Sales Tax	
			TOTAL (\$)	\$848.00

▼ TO ENSURE PROPER CREDIT, PLEASE DETACH AND MAIL BOTTOM PORTION WITH YOUR PAYMENT ▼

ATTENTION:

Dearborn Heights Public Library
24590 George St
Dearborn Heights, MI 48127-3116

PLEASE SEND REMITTANCE TO

Teachout Security Solutions
G- 2348 Stone Bridge Drive
Building H
Flint, MI 48532

Customer No.	1009
Job No.	1009
Invoice No.	2042444
Invoice Date	10/05/23
Amount Due (\$)	\$848.00
Amount Remitted	



Teachout Security Solutions, Inc.
G-2348 Stone Bridge Drive, Building H
Flint, MI 48532
Ph: 810-732-4849 Fax: 810-732-6070
Tax ID: 382405479

INVOICE NO.	2042234
DATE	09/21/23

CUSTOMER

Dearborn Heights Public Library
24590 George St
Dearborn Heights, MI 48127-3116

SERVICE LOCATION

Caroline Kennedy Library
24590 George St
Dearborn Heights, MI 48127-3116

TERMS: Net 30 Days	CUSTOMER NO. 1009		P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount
Caroline Kennedy Library (1009) Unarmed Regular Officer	24.00	Hours	21.20	508.80
JFK Library (1010) Unarmed Regular Officer	20.00	Hours	21.20	424.00
		Sub-Total		932.80
		Sales Tax		
		TOTAL (\$)		\$932.80

Handwritten notes:
10/10/2023
738-192-0181
OUTPOST
RFD

▼ TO ENSURE PROPER CREDIT, PLEASE DETACH AND MAIL BOTTOM PORTION WITH YOUR PAYMENT ▼

ATTENTION:

Dearborn Heights Public Library
24590 George St
Dearborn Heights, MI 48127-3116

PLEASE SEND REMITTANCE TO

Teachout Security Solutions
G- 2348 Stone Bridge Drive
Building H
Flint, MI 48532

Customer No.	1009
Job No.	1009
Invoice No.	2042234
Invoice Date	09/21/23
Amount Due (\$)	\$932.80
Amount Remitted	



5671 Trumbull
Detroit, MI 48208

Invoice

Date	Invoice #
9/28/2023	3846

Bill To
City of Dearborn Heights 6045 Fenton Dearborn Heights, MI 48127

Permit No.		Location	
59220523		Dearborn Heights	
Quantity	Description	Rate	Amount
1	Work performed WE 9/24/2023 OK TO PAY RM 10.3.23 101-440-820.060	6,150.00	6,150.00
Total			\$6,150.00



Vermeer of Michigan, Inc.
940 Garden Lane
Fowlerville, MI 48836
Ph 517 915 0555
Fx 517 223 4843
TF 800 336 3889

Ship to:

City of Dearborn Heights
940 Garden Lane
Fowlerville, MI
Carl 313-283-1622 48836
+42.6559597, -84.0881665

Invoice to:

City of Dearborn Heights
6045 Fenton
Dearborn Heights MI 48127

Attention: Carl w/ Dearborn Hghts.

Branch		Fowlerville, MI	
Date	09/28/23	Time	16:28:49 (O)
Account No.	DEARB003	Phone No.	3137913443
Ship Via	Highway	Invoice No.	S34787
Purchase Order		JASON TO FIX	
Salesperson		JEN	

SERVICE PRELIMINARY

STK#/FLEET#

J9004471

2007 Chipper 4VP
BC1500

HRS

2210

SN/EIN

1VR2161V671001046
PR4045L008368

WARRANTY DATE

12/13/08

HRS

LABOR

303.05

SUBLET

1517.97

CHARGE ON ACCOUNT

1821.02

Account # 101-440-932,000

Ok to pay

[Signature]

Authorized By

I hereby authorize the repair work to be done as described above on the machine(s) named hereon. All repair parts are to be billed at your regular prices. I agree to pay cash for such repair parts and labor on delivery of machine(s) or on terms satisfactory to you and until paid in full any unpaid balance shall constitute a lien on this machinery. I further agree that you will not be held responsible for loss or damage to said machinery from fire, theft or other causes beyond your control.



Vermeer®
Midwest

Vermeer of Michigan, Inc.
940 Garden Lane
Fowlerville, MI 48836
Ph 517 915 0555
Fx 517 223 4843
TF 800 338 3889

Ship to:

City of Dearborn Heights
940 Garden Lane
Fowlerville, MI
Carl 313-283-1622 48836
+42.6559597, -84.0881665

Invoice to:

City of Dearborn Heights
6045 Fenton
Dearborn Heights MI 48127

Attention: Carl w/ Dearborn Hgts.

Branch Fowlerville, MI		Page 01
Date 09/28/23	Time 16:28:49 (O)	Invoice No. S34787
Account No. DEARB003	Phone No. 3137913443	
Ship Via	Purchase Order JASON TO FIX	
Highway Chipper 1		Salesperson JEN

SERVICE PRELIMINARY

STK#/FLEET#		HRS	SN/EIN	WARRANTY DATE	HRS
J9004471	2007 Chipper 4VP BC1500	2210	1VR2161V671001046 PE4045L008368	12/13/08	

SEGMENT# 1 S CARLL 3L00V 08/02/23 08/09/23

3L00 - Frame Labor

COMPLAINT:

Customer stated engine keeps losing prime?

CAUSE:

Loosing prime. Water separator filter.

CORRECTION:

verified engine was getting fuel.
pumped supply pump up to make sure line was pressured
before cranking engine. no difference.
engine blowing carbon flakes out exhaust when engine is
cranking, suspect engine is over fueling.
Drove to site and connected service advisor, found no
codes. Confirmed complaint of hard start, found lots of
smoke while cranking but would not fire. Inspected fuel
system. Found no issues out of ordinary. Did find wix pre
filter, removed and installed new Deere pre filter.
Inspected CAC, found no issues. Attempted to start multiple
times. Some times it will start easy others would not.
Advised Jason to start machine in morning and see what
happens. Called customer and he said it started just fine.

SUBLETL	FUEL SYS REPAIR	1	1331.81	1331.81
SUBLETP	FUEL SYS PARTS	1	186.16	186.16
	LABOR			303.05
	SUBLET			1517.97
11110040	SEGMENT TOTAL==>			1821.02

Acco - + # 101-440-932.000

***** WORK ORDER TOTALS *****
CONTINUED ON PAGE 02

Authorized By

I hereby authorize the repair work to be done as described above on the machine(s) named hereon. All repair parts are to be billed at your regular prices. I agree to pay cash for such repair parts and labor on delivery of machine(s) or on terms satisfactory to you and until paid in full any unpaid balance shall constitute a lien on this machinery. I further agree that you will not be held responsible for loss or damage to said machinery from fire, theft or other causes beyond your control.

Invoice 138

INVOICE No: F423-050

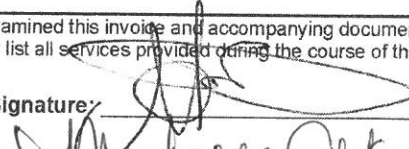
20th

DISTRICT COURT APPOINTED ATTORNEY INVOICE

Attorney Name: Volha YermalenkaBar (P) #: 77637Address: 302 North Huron StreetPhone: 734-487-4970Ypsilanti, MI 48197

Date	Description of Services Rendered Invoice Month/Year <u>9/15/23-9/21/23</u>	Start Time	End Time	Service Hours
9/15	House Counsel	9:00 am	11:30 am	2.5
9/15	House Counsel	2:00 pm	3:00 pm	1.0
9/18	House Counsel	9:00 am	11:00 am	2.0
9/18	House Counsel	2:00 pm	3:00 pm	1.0
9/19	House Counsel	9:00 am	11:30 am	2.5
9/19	House Counsel	2:00 pm	3:00 pm	1.0
9/20	House Counsel	9:00 am	12:00 pm	3.0
9/20	House Counsel	2:00 pm	3:00 pm	1.0
9/21	House Counsel	9:00 am	12:00 pm	3.0
9/21	House Counsel	2:00 pm	3:00 pm	1.0
Total Hours				
Total Pay	Rate of Pay <u>100</u> /Hour			\$1,800.00

I declare that I have examined this invoice and accompanying documents, and to the best of my knowledge and belief, they are true, correct, and accurately list all services provided during the course of this billing period.

Attorney Signature: Date: 9/21/23Reviewed by: Michael Adams

(Name, Title)

Date: 9-26-23

Regional MAC Office Use Only

Payment Authorized by: Teresa Patton

P61921

Review Date: 9/27/2023

Signature, Title

Account Number: # 260.130.848.130 (MIDC)

Wade Trim	City Of Dearborn Heights
Invoice Number	Amount
2027699	\$1,155.00
2027479	\$1,210.00
2027223	\$385.00
2026881	\$110.00
2026669	\$1,320.00
2025811	\$740.00
2026077	\$820.00
2025532	\$1,580.00
2025210	\$1,070.00
2024934	\$980.00
2024477	\$2,080.00
2024235	\$1,400.00
2024033	\$2,160.00
2023764	\$3,240.00
2023492	\$3,200.00
2023210	\$990.00
2019710	\$573.75
2019608	\$805.00
2018837	\$1,465.50
2018999	\$764.50
2019377	\$740.00
2022928	\$3,626.00
2022713	\$2,000.00
2022429	\$1,446.00
2022219	\$240.00
2021942	\$640.00
2021697	\$720.00
2021195	\$370.00
2020677	\$1,430.00
2020530	\$316.50
2020282	\$903.25
Total Payment	\$38,480.50
MAIL WITH CHECK!	

APPROVED *ESB*
DATE *10/9/23*

*Bills are
3 year old
just Rec.
August of 2023
101-371-818.000*



25251 Northline Road • Taylor, MI 48180
734.947.9700 • www.wadetrtrim.com

INVOICE

Terms: Net 30 Days
1.5% Per Month After 30 Days
18% Annual Rate

ACH payments accepted. Send Inquiries to remit@wadetrtrim.com

Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Rick Watland
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2027699
Invoice Date : 6/14/2023
Project : DHT100723T
Project Name : Right of Way Ordinance Reviews

For Professional Services Rendered For 4/29/2023 Through 5/26/2023

		Billings				
		Fee	Available	To Date	Previous	Current
		15,000.00	11,975.00	4,180.00	3,025.00	1,155.00
Rate Labor	1,155.00					
					Current Billings	1,155.00
					Amount Due This Bill	1,155.00

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2026669	2/17/2023	1,320.00	1,320.00
	2026881	3/14/2023	110.00	110.00
	2027223	4/18/2023	385.00	385.00
	2027479	5/16/2023	1,210.00	1,210.00
				3,025.00



**WADE
TRIM**

25251 Northline Road • Taylor, MI 48180
734.947.9700 • www.wadetrim.com

INVOICE

Terms: Net 30 Days
1.5% Per Month After 30 Days
18% Annual Rate

ACH payments accepted. Send inquiries to remit@wadetrim.com

Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Rick Watland
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2027479
Invoice Date : 5/16/2023
Project : DHT100723T
Project Name : Right of Way Ordinance Reviews

For Professional Services Rendered For 4/1/2023 Through 4/28/2023

		Billings				
		Fee	Available	To Date	Previous	Current
		15,000.00	13,185.00	3,025.00	1,815.00	1,210.00
Rate Labor	1,210.00					
Current Billings						1,210.00
Amount Due This Bill						1,210.00

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2026669	2/17/2023	1,320.00	1,320.00
	2026881	3/14/2023	110.00	110.00
	2027223	4/18/2023	385.00	385.00
				1,815.00



25251 Northline Road • Taylor, MI 48180
734.947.9700 • www.wadetrim.com

INVOICE

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18% Annual Rate

ACH payments accepted. Send inquiries to remit@wadetrim.com

Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Rick Watland
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2027223
Invoice Date : 4/18/2023
Project : DHT100723T
Project Name : Right of Way Ordinance Reviews

For Professional Services Rendered For 2/25/2023 Through 3/31/2023

		Billings				
		Fee	Available	To Date	Previous	Current
Rate Labor	385.00	15,000.00	13,570.00	1,815.00	1,430.00	385.00
Current Billings						385.00
Amount Due This Bill						385.00

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2026669	2/17/2023	1,320.00	1,320.00
	2026881	3/14/2023	110.00	110.00
				1,430.00



25251 Northline Road • Taylor, MI 48180
734.947.9700 • www.wadetrim.com

INVOICE

Terms: Net 30 Days
1.5% Per Month After 30 Days
18% Annual Rate

ACH payments accepted. Send inquiries to remit@wadetrim.com

Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Rick Watland
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2026881
Invoice Date : 3/14/2023
Project : DHT100723T
Project Name : Right of Way Ordinance Reviews

For Professional Services Rendered For 1/28/2023 Through 2/24/2023

		Billings				
		Fee	Available	To Date	Previous	Current
		15,000.00	13,680.00	1,430.00	1,320.00	110.00
Rate Labor	110.00					
Current Billings						110.00
Amount Due This Bill						110.00

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2026669	2/17/2023	1,320.00	1,320.00
				1,320.00



25251 Northline Road • Taylor, MI 48180
734.947.9700 • www.wadetrim.com

INVOICE

Terms: Net 30 Days
1.5% Per Month After 30 Days
18% Annual Rate

ACH payments accepted. Send inquiries to remitt@wadetrim.com

Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Rick Watland
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2026669
Invoice Date : 2/17/2023
Project : DHT100723T
Project Name : Right of Way Ordinance Reviews

For Professional Services Rendered For 12/31/2022 Through 1/27/2023

		Billings				
		Fee	Available	To Date	Previous	Current
		15,000.00	15,000.00	1,320.00	0.00	1,320.00
Rate Labor	1,320.00					
					Current Billings	1,320.00
					Amount Due This Bill	1,320.00

Wade Trim

Remit To:
25251 Northline Road • Taylor, MI 48180
734.947.9700 • FAX: 734.947.1380 • www.wadetrim.com

INVOICE

TERMS: Net 30 days
1.5% Per Month after 30 days
18% ANNUAL RATE

City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Inv. Date: 11/17/22
Invoice #: 2025811
Project #: DHT100722T

Attention: Mr Rick Watland, Building Official

RE: Right-of-Way Ordinance Reviews
For Professional Services from 10/1/2022 to 10/28/2022

Comcast
22722 Ford Rd
JB0001178207
Professional Engineer III
Engineer II

Hours	Rate	Amount
4.00	160.00	\$640.00
1.00	100.00	\$100.00
	Total	\$740.00

Amount Due \$740.00

Wade Trim

Remit To:
25251 Northline Road • Taylor, MI 48180
734.947.9700 • FAX: 734.947.1380 • www.wadetrim.com

INVOICE

TERMS: Net 30 days
1.5% Per Month after 30 days
18% ANNUAL RATE

City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Inv. Date: 12/14/22
Invoice #: 2026077
Project #: DHT100722T

Attention: Mr Rick Watland, Building Official

RE: Right-of-Way Ordinance Reviews
For Professional Services from 10/29/2022 to 11/25/2022

	Hours	Rate	Amount
Roto Rooter			
25705 Orchard Dr			
-			
Professional Engineer III	2.00	160.00	\$320.00
Engineer II	5.00	100.00	\$500.00
		Total	\$820.00
Amount Due			\$820.00



25251 Northline Road • Taylor, MI 48180
734.947.9700 • www.wadetrim.com

INVOICE

Terms: Net 30 Days
1.5% Per Month After 30 Days
18% Annual Rate

ACH payments accepted. Send inquiries to remit@wadetrim.com

Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Rick Watland
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2025532
Invoice Date : 10/21/2022
Project : DHT100722T
Project Name : Right of Way Ordinance Reviews

For Professional Services Rendered For 8/27/2022 Through 9/30/2022

Right of Way Ordinance Reviews

		Billings			
		Fee	Available	To Date	Previous
145 - Plan Reviews		20,000.00	4,880.00	16,700.00	15,120.00
Rate Labor	1,580.00				1,580.00
Current Billings					1,580.00
Amount Due This Bill					1,580.00

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2023210	2/16/2022	990.00	990.00
	2023492	3/21/2022	3,200.00	3,200.00
	2023764	4/20/2022	3,240.00	3,240.00
	2024033	5/19/2022	2,160.00	2,160.00
	2024235	6/13/2022	1,400.00	1,400.00
	2024477	7/13/2022	2,080.00	2,080.00
	2024934	8/18/2022	980.00	980.00
	2025210	9/16/2022	1,070.00	1,070.00
				15,120.00



25251 Northline Road • Taylor, MI 48180
734.947.9700 • www.wadetrtrim.com

INVOICE

Terms: Net 30 Days
1.5% Per Month After 30 Days
18% Annual Rate

ACH payments accepted. Send inquiries to remit@wadetrtrim.com

Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Rick Watland
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2025210
Invoice Date : 9/16/2022
Project : DHT100722T
Project Name : Right of Way Ordinance Reviews

For Professional Services Rendered For 7/30/2022 Through 8/26/2022

Right of Way Ordinance Reviews

		Billings				
		Fee	Available	To Date	Previous	Current
145 - Plan Reviews		20,000.00	5,950.00	15,120.00	14,050.00	1,070.00
Rate Labor	1,070.00					
Current Billings						1,070.00
Amount Due This Bill						1,070.00

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2023210	2/16/2022	990.00	990.00
	2023492	3/21/2022	3,200.00	3,200.00
	2023764	4/20/2022	3,240.00	3,240.00
	2024033	5/19/2022	2,160.00	2,160.00
	2024235	6/13/2022	1,400.00	1,400.00
	2024477	7/13/2022	2,080.00	2,080.00
	2024934	8/18/2022	980.00	980.00
				14,050.00



25251 Northline Road • Taylor, MI 48180
734.947.9700 • www.wadetrtrim.com

INVOICE

Terms: Net 30 Days
1.5% Per Month After 30 Days
18% Annual Rate

ACH payments accepted. Send inquiries to remit@wadetrtrim.com

Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Rick Watland
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2024934
Invoice Date : 8/18/2022
Project : DHT100722T
Project Name : Right of Way Ordinance Reviews

For Professional Services Rendered For 7/1/2022 Through 7/29/2022

Right of Way Ordinance Reviews

		Billings			
		Fee	Available	To Date	Previous
145 - Plan Reviews		20,000.00	6,930.00	14,050.00	13,070.00
Rate Labor	980.00				980.00
Current Billings					980.00
Amount Due This Bill					980.00

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2023210	2/16/2022	990.00	990.00
	2023492	3/21/2022	3,200.00	3,200.00
	2023764	4/20/2022	3,240.00	3,240.00
	2024033	5/19/2022	2,160.00	2,160.00
	2024235	6/13/2022	1,400.00	1,400.00
	2024477	7/13/2022	2,080.00	2,080.00
				13,070.00



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Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Rick Watland
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2024477
Invoice Date : 7/13/2022
Project : DHT100722T
Project Name : Right of Way Ordinance Reviews

For Professional Services Rendered For 5/28/2022 Through 6/30/2022

Right of Way Ordinance Reviews

		Billings				
		Fee	Available	To Date	Previous	Current
145 - Plan Reviews		20,000.00	9,010.00	13,070.00	10,990.00	2,080.00
Rate Labor	2,080.00					
Current Billings						2,080.00
Amount Due This Bill						2,080.00

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2023210	2/16/2022	990.00	990.00
	2023492	3/21/2022	3,200.00	3,200.00
	2023764	4/20/2022	3,240.00	3,240.00
	2024033	5/19/2022	2,160.00	2,160.00
	2024235	6/13/2022	1,400.00	1,400.00
				10,990.00



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Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Rick Watland
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2024235
Invoice Date : 6/13/2022
Project : DHT100722T
Project Name : Right of Way Ordinance Reviews

For Professional Services Rendered For 4/30/2022 Through 5/27/2022

Right of Way Ordinance Reviews

		Billings			
		Fee	Available	To Date	Previous
145 - Plan Reviews		20,000.00	10,410.00	10,990.00	9,590.00
Rate Labor	1,400.00				1,400.00
Current Billings					1,400.00
Amount Due This Bill					1,400.00

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2023210	2/16/2022	990.00	990.00
	2023492	3/21/2022	3,200.00	3,200.00
	2023764	4/20/2022	3,240.00	3,240.00
	2024033	5/19/2022	2,160.00	2,160.00
				9,590.00



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Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Rick Watland
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2024033
Invoice Date : 5/19/2022
Project : DHT100722T
Project Name : Right of Way Ordinance Reviews

For Professional Services Rendered For 4/2/2022 Through 4/29/2022

Right of Way Ordinance Reviews

		Billings			
		Fee	Available	To Date	Previous
145 - Plan Reviews		10,000.00	2,570.00	9,590.00	7,430.00
Rate Labor	2,160.00				2,160.00
Current Billings					2,160.00
Amount Due This Bill					2,160.00

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2023210	2/16/2022	990.00	990.00
	2023492	3/21/2022	3,200.00	3,200.00
	2023764	4/20/2022	3,240.00	3,240.00
				7,430.00



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Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Rick Watland
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2023764
Invoice Date : 4/20/2022
Project : DHT100722T
Project Name : Right of Way Ordinance Reviews

For Professional Services Rendered For 2/26/2022 Through 4/1/2022

Right of Way Ordinance Reviews

Billings

	Fee	Available	To Date	Previous	Current
145 - Plan Reviews	10,000.00	5,810.00	7,430.00	4,190.00	3,240.00
Rate Labor		3,240.00			

Current Billings 3,240.00
Amount Due This Bill 3,240.00

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2023210	2/16/2022	990.00	990.00
	2023492	3/21/2022	3,200.00	3,200.00
				4,190.00



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Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Rick Watland
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2023492
Invoice Date : 3/21/2022
Project : DHT100722T
Project Name : Right of Way Ordinance Reviews

For Professional Services Rendered For 1/29/2022 Through 2/25/2022

Right of Way Ordinance Reviews

		Billings			
		Fee	Available	To Date	Previous
145 - Plan Reviews		10,000.00	9,010.00	4,190.00	990.00
Rate Labor	3,200.00				3,200.00
Current Billings					3,200.00
Amount Due This Bill					3,200.00

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2023210	2/16/2022	990.00	990.00
				990.00



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Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Rick Watland
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2023210
Invoice Date : 2/16/2022
Project : DHT100722T
Project Name : Right of Way Ordinance Reviews

For Professional Services Rendered For 1/1/2022 Through 1/28/2022

Right of Way Ordinance Reviews

		Billings				
		Fee	Available	To Date	Previous	Current
145 - Plan Reviews		10,000.00	10,000.00	990.00	0.00	990.00
Rate Labor	990.00					
				Current Billings		990.00
				Amount Due This Bill		990.00



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Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Larry Domski
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2019710
Invoice Date : 12/3/2020
Project : DHT100720T
Project Name : Right of Way Permit Reviews

For Professional Services Rendered For 10/31/2020 Through 11/27/2020

5G Small Cell Reviews for Right of Way Permits

			Billings		
	Fee	Available	To Date	Previous	Current
145 - Project Management	5,000.00	965.25	4,608.50	4,034.75	573.75
Rate Labor	573.75				
			Current Billings		
			573.75		
			Amount Due This Bill		
			573.75		

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2018837	8/21/2020	1,465.50	1,465.50
	2018999	9/11/2020	764.50	764.50
	2019377	10/20/2020	740.00	740.00
	2019608	11/17/2020	805.00	805.00
				3,775.00



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Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Larry Donski
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2019608
Invoice Date : 11/17/2020
Project : DHT100720T
Project Name : Right of Way Permit Reviews

For Professional Services Rendered For 9/26/2020 Through 10/30/2020

5G Small Cell Reviews for Right of Way Permits

		Billings				
		Fee	Available	To Date	Previous	Current
145 - Project Management		5,000.00	1,770.25	4,034.75	3,229.75	805.00
Rate Labor	805.00					
Current Billings						805.00
Amount Due This Bill						805.00

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2018837	8/21/2020	1,465.50	1,465.50
	2018999	9/11/2020	764.50	764.50
	2019377	10/20/2020	740.00	740.00
				2,970.00



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Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Larry Domski
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2018837
Invoice Date : 8/21/2020
Project : DHT1007201
Project Name : Right of Way Permit Reviews

For Professional Services Rendered For 6/27/2020 Through 7/31/2020

5G Small Cell Reviews for Proposed Poles at 19 Locations

		Billings				
		Fee	Available	To Date	Previous	Current
145 - Project Management		5,000.00	4,740.25	1,725.25	259.75	1,465.50
Rate Labor	1,465.50					

Current Billings	1,465.50
Amount Due This Bill	1,465.50

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2018616	7/28/2020	259.75	259.75
				259.75



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Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Larry Domski
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2018999
Invoice Date : 9/11/2020
Project : DHT100720T
Project Name : Right of Way Permit Reviews

For Professional Services Rendered For 8/1/2020 Through 8/28/2020

5G Small Cell Reviews for Proposed Poles at 19 Locations

		Billings				
		Fee	Available	To Date	Previous	Current
145 - Project Management		5,000.00	3,274.75	2,489.75	1,725.25	764.50
Rate Labor	764.50					
Current Billings						764.50
Amount Due This Bill						764.50

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2018837	8/21/2020	1,465.50	1,465.50
				1,465.50



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Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Larry Domski
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2019377
Invoice Date : 10/20/2020
Project : DHT100720T
Project Name : Right of Way Permit Reviews

For Professional Services Rendered For 8/29/2020 Through 9/25/2020

SG Small Cell Reviews for Right of Way Permits

		Billings			
		Fee	Available	To Date	Previous
145 - Project Management		5,000.00	2,510.25	3,229.75	2,489.75
Rate Labor	740.00				740.00
Current Billings					740.00
Amount Due This Bill					740.00

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2018837	8/21/2020	1,465.50	1,465.50
	2018999	9/11/2020	764.50	764.50
				2,230.00



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Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Rick Watland
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2022928
Invoice Date : 1/24/2022
Project : DHT100721T
Project Name : Right of Way Ordinance Reviews

For Professional Services Rendered For 11/27/2021 Through 12/31/2021

		Billings			
		Fee	Available	To Date	Previous
145 - Plan Reviews		12,651.75	3,626.00	12,651.75	9,025.75
Rate Labor	3,626.00				3,626.00
Current Billings					3,626.00
Amount Due This Bill					3,626.00

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2020282	2/17/2021	903.25	903.25
	2020530	3/22/2021	316.50	316.50
	2020677	4/8/2021	1,430.00	1,430.00
	2021195	6/16/2021	370.00	370.00
	2021697	8/19/2021	720.00	720.00
	2021942	9/20/2021	640.00	640.00
	2022219	10/21/2021	240.00	240.00
	2022429	11/16/2021	1,446.00	1,446.00
	2022713	12/15/2021	2,000.00	2,000.00
				8,065.75



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Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Rick Watland
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2022713
Invoice Date : 12/15/2021
Project : DHT100721T
Project Name : Right of Way Ordinance Reviews

For Professional Services Rendered For 10/30/2021 Through 11/26/2021

		Billings			
		Fee	Available	To Date	Previous
145 - Plan Reviews		10,000.00	2,974.25	9,025.75	7,025.75
Rate Labor	2,000.00				2,000.00
Current Billings					2,000.00
Amount Due This Bill					2,000.00

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2020282	2/17/2021	903.25	903.25
	2020530	3/22/2021	316.50	316.50
	2020677	4/8/2021	1,430.00	1,430.00
	2021195	6/16/2021	370.00	370.00
	2021697	8/19/2021	720.00	720.00
	2021942	9/20/2021	640.00	640.00
	2022219	10/21/2021	240.00	240.00
	2022429	11/16/2021	1,446.00	1,446.00
				6,065.75



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Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Rick Watland
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2022429
Invoice Date : 11/16/2021
Project : DHT100721T
Project Name : Right of Way Ordinance Reviews

For Professional Services Rendered For 10/2/2021 Through 10/29/2021

		Billings			
		Fee	Available	To Date	Current
145 - Plan Reviews		10,000.00	4,420.25	7,025.75	5,579.75
Rate Labor	1,446.00				1,446.00
Current Billings					1,446.00
Amount Due This Bill					1,446.00

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2020282	2/17/2021	903.25	903.25
	2020530	3/22/2021	316.50	316.50
	2020677	4/8/2021	1,430.00	1,430.00
	2021195	6/16/2021	370.00	370.00
	2021697	8/19/2021	720.00	720.00
	2021942	9/20/2021	640.00	640.00
	2022219	10/21/2021	240.00	240.00
				4,619.75



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Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Rick Watland
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2022219
Invoice Date : 10/21/2021
Project : DHT100721T
Project Name : Right of Way Ordinance Reviews

For Professional Services Rendered For 8/28/2021 Through 10/1/2021

		Billings			
		Fee	Available	To Date	Current
145 - Plan Reviews		10,000.00	4,660.25	5,579.75	5,339.75
Rate Labor	240.00				240.00
				Current Billings	240.00
				Amount Due This Bill	240.00

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2020282	2/17/2021	903.25	903.25
	2020530	3/22/2021	316.50	316.50
	2020677	4/8/2021	1,430.00	1,430.00
	2021195	6/16/2021	370.00	370.00
	2021697	8/19/2021	720.00	720.00
	2021942	9/20/2021	640.00	640.00
				4,379.75



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Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Rick Watland
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2021942
Invoice Date : 9/20/2021
Project : DHT100721T
Project Name : Right of Way Ordinance Reviews

For Professional Services Rendered For 7/31/2021 Through 8/27/2021

	Fee	Available	Billings		
			To Date	Previous	Current
145 - Plan Reviews	10,000.00	5,300.25	5,339.75	4,699.75	640.00
Rate Labor		640.00			

Current Billings 640.00
Amount Due This Bill 640.00

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2020282	2/17/2021	903.25	903.25
	2020530	3/22/2021	316.50	316.50
	2020677	4/8/2021	1,430.00	1,430.00
	2021195	6/16/2021	370.00	370.00
	2021697	8/19/2021	720.00	720.00
				3,739.75



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Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Rick Watland
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2021697
Invoice Date : 8/19/2021
Project : DHT100721T
Project Name : Right of Way Ordinance Reviews

For Professional Services Rendered For 6/26/2021 Through 7/30/2021

		Billings			
		Fee	Available	To Date	Previous
145 - Plan Reviews		10,000.00	6,020.25	4,699.75	3,979.75
Rate Labor	720.00				720.00
Current Billings					720.00
Amount Due This Bill					720.00

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2020282	2/17/2021	903.25	903.25
	2020530	3/22/2021	316.50	316.50
	2020677	4/8/2021	1,430.00	1,430.00
	2021195	6/16/2021	370.00	370.00
				3,019.75



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Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Rick Watland
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2021195
Invoice Date : 6/16/2021
Project : DHT100721T
Project Name : Right of Way Ordinance Reviews

For Professional Services Rendered For 5/1/2021 Through 5/28/2021

			Billings		
	Fee	Available	To Date	Previous	Current
145 - Plan Reviews	10,000.00	6,390.25	3,979.75	3,609.75	370.00
Rate Labor	370.00				
			Current Billings		370.00
			Amount Due This Bill		370.00

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2020282	2/17/2021	903.25	903.25
	2020530	3/22/2021	316.50	316.50
	2020677	4/8/2021	1,430.00	1,430.00
	2020972	5/21/2021	960.00	960.00
				3,609.75



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Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Rick Watland
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2020677
Invoice Date : 4/8/2021
Project : DHT100721T
Project Name : Right of Way Ordinance Reviews

For Professional Services Rendered For 2/27/2021 Through 3/26/2021

		Billings				
		Fee	Available	To Date	Previous	Current
145 - Plan Reviews		3,000.00	1,780.25	2,649.75	1,219.75	1,430.00
Rate Labor	1,430.00					
Current Billings						1,430.00
Amount Due This Bill						1,430.00

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2020282	2/17/2021	903.25	903.25
	2020530	3/22/2021	316.50	316.50
				1,219.75



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1.5% Per Month After 30 Days
18% Annual Rate

ACH payments accepted. Send inquiries to remit@wadetrim.com

Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Rick Watland
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2020530
Invoice Date : 3/22/2021
Project : DHT100721T
Project Name : Right of Way Ordinance Reviews

For Professional Services Rendered For 1/30/2021 Through 2/26/2021

			Billings		
	Fee	Available	To Date	Previous	Current
145 - Plan Reviews	3,000.00	2,096.75	1,219.75	903.25	316.50
Rate Labor	316.50				
			Current Billings		
			316.50		
			Amount Due This Bill		
			316.50		

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2020282	2/17/2021	903.25	903.25
				903.25



25251 Northline Road • Taylor, MI 48180
734.947.9700 • www.wadetrim.com

INVOICE

Terms: Net 30 Days
1.5% Per Month After 30 Days
18% Annual Rate

ACH payments accepted. Send inquiries to remit@wadetrim.com

Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr Larry Domski
Building and Engineering Director
City of Dearborn Heights
6045 Fenton Avenue
Dearborn Heights, MI 48127

Invoice : 2020282
Invoice Date : 2/17/2021
Project : DHT100721T
Project Name : Right of Way Ordinance Reviews

For Professional Services Rendered For 1/2/2021 Through 1/29/2021

		Billings			
		Fee	Available	To Date	Previous
145 - Plan Reviews		3,000.00	3,000.00	903.25	0.00
Rate Labor	903.25				903.25
				Current Billings	903.25
				Amount Due This Bill	903.25



25251 Northline Road • Taylor, MI 48180
734.947.9700 • www.wadetrtrim.com

INVOICE

Terms: Net 30 Days
1.5% Per Month After 30 Days
18% Annual Rate

ACH payments accepted. Send inquiries to remit@wadetrtrim.com

Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr. Ali Dib
City Engineer
City of Dearborn Heights
24600 Van Born
Dearborn Heights, MI 48125

Invoice : 2028031
Invoice Date : 7/18/2023
Project : DHT261301T
Project Name : FundingScout Grant Coordination
Services

For Professional Services Rendered For 5/27/2023 Through 6/30/2023

Resolution No 23-044
Passed on January 24, 2023

Fee	% Complete	Billings		
		To Date	Previous	Current
52,000.00	56.33	29,291.60	25,672.40	3,619.20
Current Billings				3,619.20
Amount Due This Bill				3,619.20

Total Fee : 52,000.00
To Date Billings : 29,291.60
Total Remaining : 22,708.40

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2026875	3/14/2023	4,440.80	4,440.80
	2027229	4/18/2023	6,884.80	6,884.80
	2027485	5/16/2023	8,548.80	8,548.80
	2027708	6/14/2023	5,798.00	5,798.00
				25,672.40

Ali Dib
101-200-817.000



**WADE
TRIM**

25251 Northline Road • Taylor, MI 48180
734.947.9700 • www.wadetrtrim.com

INVOICE

Terms: Net 30 Days
1.5% Per Month After 30 Days
18% Annual Rate

ACH payments accepted. Send inquiries to remit@wadetrtrim.com

Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Mr. Ali Dib
City Engineer
City of Dearborn Heights
24600 Van Born
Dearborn Heights, MI 48125

Invoice : 2028234
Invoice Date : 8/11/2023
Project : DHT261301T
Project Name : FundingScout Grant Coordination
Services

For Professional Services Rendered For 7/1/2023 Through 7/28/2023

Resolution No 23-044
Passed on January 24,2023

Billings				
Fee	% Complete	To Date	Previous	Current
56,000.00	63.01	35,285.60	29,291.60	5,994.00

Current Billings 5,994.00
Amount Due This Bill 5,994.00

Total Fee : 56,000.00
To Date Billings : 35,285.60
Total Remaining : 20,714.40

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2026875	3/14/2023	4,440.80	4,440.80
	2027229	4/18/2023	6,884.80	6,884.80
	2027485	5/16/2023	8,548.80	8,548.80
	2027708	6/14/2023	5,798.00	5,798.00
	2028031	7/18/2023	3,619.20	3,619.20
				29,291.60

10-200-817-000

Invoice Number
315748

Invoice Date
10/01/23

COUNTY OF WAYNE

Warren C. Evans - County Executive
500 Griswold, Detroit, Michigan 48226

Invoice



Send Remittance to:

Wayne County
Environmental Services Division
400 Monroe, Suite 300
Detroit, Michigan 48226

Customer:

City of Dearborn Heights
6045 Fenton
Dearborn Heights MI 48127

Customer Number

500005

Direct Inquiries to:

Telephone (313) 224-4658

Environmental Services Division

Line No.	Due Date	Description of Item, Material, Services or Work	Amount
001	10/31/23	OCT 2023 FIXED SEWAGE ROUGE VALLEY SEWAGE DISPOSAL SYSTEM REVENUE# 598.54004.632445 CASH ACCT# 598.009000 <i>592,537.929.000</i> <i>OK to pay</i> <i>[Signature]</i>	476,294.79
Please Pay This Amount =>			\$ 476,294.79

Return Remittance Copy of Invoice with Payment

Invoice Number
315748

Invoice Date
10/01/23

Invoice Number
315761

Invoice Date
10/01/23

COUNTY OF WAYNE
Warren C. Evans - County Executive
500 Griswold, Detroit, Michigan 48226

Invoice



Send Remittance to:

**Wayne County
Environmental Services Division
400 Monroe, Suite 300
Detroit, Michigan 48226**

Customer:

**City of Dearborn Heights
6045 Fenton
Dearborn Heights MI 48127**

Customer Number

500005

Direct Inquiries to:

Telephone (313) 224-4658

Environmental Services Division

Line No.	Due Date	Description of Item, Material, Services or Work	Amount
001	10/31/23	OCT 2023 SEWAGE DISPOSAL AREA3 SEWAGE DISPOSAL REVENUE# 596.54079.632410 CASH ACCT# 596.011079 <i>592-537-929.000</i> <i>OK to pay</i> <i>RL</i>	4,500.00
Please Pay This Amount => \$			4,500.00

Return Remittance Copy of Invoice with Payment

Invoice Number
315761

Invoice Date
10/01/23

CITY OF DEARBORN HEIGHTS

6045 FENTON • DEARBORN HEIGHTS, MICHIGAN 48127
TELEPHONE (313) 791-3443 • FAX (313) 791-3441

Ship To:

POLICE DEPARTMENT
CITY OF DEARBORN HEIGHTS

25637 MICHIGAN AVENUE

DEARBORN HEIGHTS MI 48125

PURCHASE ORDER

NO. 24-133

Date: 07/11/23

BLANKET PURCHASE ORDERS

JULY 1, 2023 THROUGH JUNE 30, 2024

TO BE PAID MONTHLY

TO COVER THE COST OF:

VENDOR NO. 3687

V
E
N
D
O
R
WESTBORN CHRYSLER DODGE JEEP RAM
23300 MICHIGAN AVENUE

DEARBORN MI 48124

Quantity	Unit	Description	Unit Cost	Total Cost
1	UNIT	AUTOMOTIVE PARTS AND SERVICES FOR POLICE DEPT	\$0.00	\$0.00

101-300-932.000

Total PO Amount

0.00

JERROD HART

DIRECT INQUIRIES TO

BUYER

PURCHASE ORDER NUMBER MUST APPEAR ON INVOICE. OR INVOICE WILL NOT BE PAID!

M.S.D.S. REQUIRED ON HAZARDOUS MATERIAL

NOTE: ANY DEVIATION IN PRICE ON THIS ORDER MUST BE APPROVED BY THE CITY PURCHASING DIVISION PRIOR TO DELIVERY

1. ORIGINAL INVOICES TO:
COMPTROLLER'S OFFICE
6045 FENTON, DBN. HTS., MI 48127
2. EXEMPT FROM STATE/LOCAL AND
FEDERAL TAXES: 38-1712300
3. PURCHASE ORDER NUMBER MUST APPEAR ON ALL
INVOICES, SHIPPERS, AND CORRESPONDENCES.
4. SUBSTITUTIONS NOT ACCEPTED WITHOUT PRIOR
APPROVAL.
5. PARTIAL SHIPMENT WILL BE ACCEPTED IF
INVOICED SEPARATELY. PAYMENT MADE UPON
COMPLETION OF PURCHASE ORDER.
6. ACKNOWLEDGMENT COPY MUST BE RETURNED BEFORE
ORDER IS BINDING.



INVOICE

SERVICE / BODY SHOP

westbornchryslerjeep.net

23300 Michigan Ave. • Dearborn, MI 48124

(313) 562-3200

SERVICE HOURS
MONDAY & THURSDAY 7:00 A.M. to 7:00 P.M. - TUESDAY, WEDNESDAY & FRIDAY 7:00 A.M. to 6:00 P.M.
BODY SHOP HOURS
MONDAY THRU FRIDAY 8:00 A.M. to 6:00 P.M.

CUSTOMER NO. **58529**

CITY OF DEARBORN HEIGHTS
25637 MICHIGAN AVE
DEARBORN HEIGHTS, MI 48125

gvoiles@ci-dearborn-heights.mi.us

RESIDENCE PHONE **313-300-6743**

BUSINESS PHONE

ADVISOR
DAVID S SMITH

LABOR RATE

LICENSE NO.

TAG NO. **7372 2613**

MILEAGE

72,783 BLACK/

INVOICE DATE
09/29/23

COLOR

INVOICE NO.
CHCS374092

STOCK NO.

DELIVERY DATE

DELIVERY MILES

SELLING DEALER NO.

PRODUCTION DATE

R. O. DATE

09/27/23

REPRINT# 1

YEAR / MAKE / MODEL

18/JEEP/GRAND CHEROKEE/4DR SUV 4X4

VEHICLE I.D. NO.

1 C 4 R J F A G X J C 4 8 3 7 2 6

F.T. E. NO.

P. O. NO.

12345678

COMMENTS

TOTALS-----

ALL LABOR GUARANTEED FOR TWELVE MONTHS OR TWELVE THOUSAND MILES
ALL NEW PARTS GUARANTEED FOR TWELVE MONTHS OR TWELVE THOUSAND MILES
ALL USED PARTS GUARANTEED FOR 90 DAYS OR FOUR THOUSAND MILES

I AS THE CUSTOMER HAVE BEEN EXPLAINED THE REPAIRS TO MY VEHICLE AND I WILL BE RECEIVING A SURVEY REGARDING THE QUALITY OF SERVICE

TOTAL LABOR....	2201.00
TOTAL PARTS....	1192.35
TOTAL SUBLET...	0.00
TOTAL G.O.G....	19.92
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00

TOTAL INVOICE \$ 3413.27

TERMS are cash on delivery, ESTIMATES ARE FOR LABOR ONLY, MATERIAL IS EXTRA. Storage will be charged 48 hours after repairs are completed. Not responsible for loss or damage to cars or articles left in cars in case of fire, theft, freezing, accident or any other cause beyond our control. An express garagekeeper's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto.

A HAZARDOUS WASTE/SHOP SUPPLIES CHARGE IS INCLUDED FOR SHOP SUPPLIES USED ON YOUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE NUTS, BOLTS, WASHERS, TAPE, PINS, SHELLAC, SOLVENT, RAGS, TOWELS, SOLDER, CLEANERS ETC.

All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act.

CUSTOMER SIGNATURE

THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGE TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

**ALL PARTS NEW ORIGINAL
EQUIPMENT UNLESS
OTHERWISE SPECIFIED**

QUALITY CHECKED

X

**CASH ADVANCE
AND
REIMBURSEMENT FORM**

DATE: January 25, 2024

ACCOUNT: 691-884 SENIOR ACCT. – TRIP EXPENSE (CANFIELD)

PAYABLE TO: ZEHNDER'S OF FRANKENMUTH

PURPOSE: 44 Tickets @ \$58 each for Zehnder's Snowfest Luncheon on 01.25.24

AMOUNT: \$2,552 (Two thousand five-hundred and fifty-two dollars)

*** Please include in REMARKS on check:**

Invoice #: N/A
January 25, 2024

City of Dearborn Heights Seniors

NOTES: 45 tickets will be received (1 ticket is comp'd).

Please Return check to Parks and Recreation

MAIL to ZEHNDER'S OF FRANKENMUTH no later than 11/29/23.
730 South Main Street
Frankenmuth, MI 48734

THANK YOU

APPROVED BY _____

Kimberly L. Lareau



730 South Main Street
Frankenmuth, MI 48734
(989) 652-0400
1-800-863-7999
Fax (989) 652-3544

October 5, 2023

Ms. Abigail Brown
Dearborn Heights Parks & Rec.
1801 N. Beech Daly
Dearborn Heights, MI 48127

Dear Abigail,

Zehnder's of Frankenmuth confirms reservations for the following Lunch Show event.

<u>Date / Show</u>	<u>Number of Tickets</u>	<u>Price</u>
Zehnder's Snowfest Luncheon – featuring Dueling Pianos		
Thursday, January 25, 2024	44+1 comp tickets	\$58.00 per person

Full payment for the tickets of \$2,552.00 is due December 11, 2023.

Please note, cancellations will not be accepted once seats are paid for. Please feel free to contact me with any questions at (989) 652-0418.

Doors will open at 11:30 a.m. with assigned seating, and Lunch served at 12:00 p.m. A 90-minute Show will follow Lunch. Lunch will be a special plated 2-piece Chicken Luncheon, with Dessert and Beverage.

We look forward to having you back at Zehnder's!

Sincerely,

A handwritten signature in black ink that reads "Wendy Casavan". The signature is written in a cursive, flowing style.

Wendy Casavan
Sales Manager
ZEHNDER'S OF FRANKENMUTH
989-652-0418

Approved for the Agenda of:	
10/24/2023	Motion No.

7.A.



Community Economic Development

Bill Bazzi
Mayor

TO: Honorable Mayor Bill Bazzi
Honorable City Council Members

FROM: Hassane Jamal, Director

DATE: October 17, 2023

RE: CEDD Director Jamal - Bide Award - Eton Center Pavilion Painting/Lead Abatement Project

Honorable council chair and members,

I'm requesting your approval for the following:

"Motion to approve awarding the HUD/CDBG fully funded - Eton Senior Center Improvement-Pavilion Repainting/lead Abatement Project - to the lowest qualified bidder Perry Street Property Group – 149 N. Perry Street, Pontiac, MI 48342 In the amount of \$30,000.00 according to the attached bid responses package as stated on "Bid Response Form Page #1"

Further, approve the contract agreement (pre-approved by the CEDD Assistant Corporation Counsel) as attached and authorize the mayor and the clerk to sign it.

Additionally, authorize the CEDD -Director to approve necessary change orders up to (20% of the bid amount) \$6,000.00 and the mayor plus the comptroller or the clerk to issue and sign the necessary warrants for a total amount of amounts not to exceed \$36,000.00 logged to CDBG fund 103- Eton Senior Center Improvement- general ledger tracking accounts.

Furthermore, authorize the treasurer to pay them from the unrestricted general fund pool bank account to be reimbursed from the US treasury accordingly.

Also, authorize the comptroller to return the bid bonds/cashier checks to the unsuccessful bidders.

Thank you,

Hassane Jamal

Attachments:

Bid response package including contract agreement.

Attachments:

1. Eton Center Pavilion Repainting-Lead Abatement Project



Bill Bazzi
Mayor

Hassane Jamal
Director
Community and Economic Development

10/16/2023

Honorable council chair and members,

I'm requesting your approval for the following:

*"Motion to approve awarding the HUD/CDBG fully funded - **Eton Senior Center Improvement-Pavilion Repainting/lead Abatement Project** - to the lowest qualified bidder Perry Street Property Group – 149 N. Perry Street, Pontiac, MI 48342 In the amount of \$30,000.00 according to the attached bid responses package as stated on "Bid Response Form Page #1"*

Further, approve the contract agreement (pre-approved by the CEDD Assistant Corporation Counsel) as attached and authorize the mayor and the clerk to sign it.

Additionally authorize the CEDD -Director to approve necessary change orders up to (20% of the bid amount) \$6,000.00 and the mayor plus the comptroller or the clerk to issue and sign the necessary warrants for a total amount of amounts not to exceed \$36,000.00 logged to CDBG fund 103- Eton Senior Center Improvement- general ledger tracking accounts.

Furthermore, authorize the treasurer to pay them from the unrestricted general fund pool bank account to be reimbursed from the US treasury accordingly.

Also, authorize the comptroller to return the bid bonds/cashier checks to the unsuccessful bidders.

Thank you,

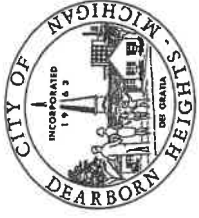
Hassane Jamal

Attachments:

- 1- Bid response package including contract agreement.

Community and Economic Development Department • 26155 Richardson,
Dearborn Heights, MI 48127 • (313) 791-3500

CITY OF DEARBORN HEIGHTS



Name of Bid: Eton Senior Center- Pavilion Repainting Project

Bid Date 10/3/2023

Bidder	Bid Deposit	Bid Amount	Notes
Perry Street Property Group 149 N. Perry St Pontiac, MI 48342	Cashier's Check \$1,500.00	\$30,000.00	lowest qualified Bidder
5 North Construction 2801 Cedar Key Dr Lake Orion, MI 48360	No Bid Deposit	\$55,000.00	
			Opened By- Mathew Paul Witnesses 1. Cyndi King 2. Mahdi Beydoun 10/3/23 3:00 p.m.

10/9/2023
H. Samuel

Prepared By the CEDD Project Coordinator _____, "T"-1,

Approved by the CEDD Construction Coordinator _____

Authorized by CEDD Director _____

AN EASYBOOK
Building Inspection
5980 - Act 407

TASK#	BID ITEMIZATIONS/SPECIFICATIONS	TASK COST \$\$\$
#4 Total Bid	Review, verify, and add all tasks cost amounts and insert in the box and on bid response Page #1	\$30,000

Prepared By the CEDD Project Coordinator Blaine Bazzani

Approved by the CEDD Construction Coordinator [Signature]

Authorized by the CEDD Director [Signature]

Attest:
 Building Inspector
 5880 - Act 407

CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER IMPROVEMENTS - PAVILLION PROJECT

BID RESPONSE FORM PAGE #1

NOTICE

FAILURE TO COMPLETE THIS FORM SHALL RESULT IN YOUR RESPONSE BEING DEEMED NON-RESPONSIVE AND REJECTED WITHOUT ANY FURTHER EVALUATION.

THIS PROJECT IS FUNDED PARTIALLY/FULLY BY FEDERAL FUNDS FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ADMINISTERED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

THIS PROJECT IS SUBJECT TO ALL APPLICABLE HUD RULES AND REGULATIONS INCLUDING FEDERAL DAVIS-BACON WAGE RULES AND REGULATIONS AND ALL APPLICABLE CITY REGULATIONS.

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with the City's Sealed Bid, which includes all documents outlined in the Bid Package Index.

AGREE: PLEASE SIGN AND COMPLETE BID DOCUMENTS

DATE: 01/25/21

DISAGREE: STOP HERE YOU ARE NOT QUALIFIED TO BID

Thirty Thousand Dollars

(Total Figure Written)

(Total figure from itemized bid sheets)

\$ 30,000

(Total Figure)

**CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER IMPROVEMENTS - PAVILLION PROJECT**

BID RESPONSE FORM PAGE #2

ADDENDA:

The undersigned has read, understands and is fully cognizant of the information to Respondents, Offer and Form of Contract, all Sections thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): none. In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the City, and to enter a Contract with the City, in accordance with all terms and bid documents as indicated in the bid table of content, and addenda in the Request for Response, as well as the Form of Contract, together with any written addendum as specified above.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the Sealed Bid and will be in-compliance with such requirements. By submitting this Response Form, the Respondent represents that: 1) the Respondent is in compliance with any applicable City and HUD regulations, and 2) if awarded a contract to provide the services required in the Sealed Bid, the Respondent will comply with the requirements set forth in the Sealed Bid and (3) Respondent will sign the Construction / installation / installation Contract (attached to Bid Package for reference) if awarded the Contract. Failure to sign the Construction / installation / installation Contract within fourteen (14) days of notification of award of contract will result in a breach and Respondent will forfeit his/her bid bond.

NONCOLLUSION:

The undersigned, by submission of this Response Form, hereby declares that this Response is made without collusion with any other business making any other Response, or which otherwise would make a Response.

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements of this SEALED BID. The undersigned also certifies it has read and understands all Bid Documents as outlined in the "Bid Index Page".

MANDATORY SITE VISIT:

To schedule the mandatory walk thru for this Bid please contact:

Hassan Bazzi

Phone: 313-791-3504

Email: hbazzi@earbornheightsmi.gov

Address: 26155 Richardson, Dearborn Heights, MI 48127

CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER IMPROVEMENTS - PAVILLION PROJECT

BID RESPONSE FORM PAGE #3

No Response shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Company Name Perry Street Property Group

Name: Jermaine Branner

Address: 48 Huron

Phone: 248 494-8911

City Pontiac

State MI

Zip 48342

Fax:

Signature of Person Authorized to Sign: [Signature]

Printed Name: Jermaine Branner

Title: Managing Director

Federal Tax ID 873211317

Acknowledged before me by Jermaine Branner (name) as Perry Street Property Group

(title) of (Company)) this 25 (day) of September (month),
2023 (Year)

Notary Signature: Angela Sedan
My Commission Expires: MARCH 22, 2029
Affix Seal

ANGELA SEDAN NOTARY PUBLIC - MICHIGAN OAKLAND COUNTY ACTING IN THE COUNTY OF <u>OAKLAND</u> MY COMMISSION EXPIRES MARCH 22, 2029
--

This certifies that

Perry Street Property Group

in accordance to the Michigan Lead Abatement Act of 1998
is recognized as a certified

LEAD ABATEMENT FIRM

C-001175

This certification permits the Lead Abatement Firm named
above to perform lead-based paint abatement in the
State of Michigan until

December 31, 2023



Lead Certification and
Compliance Assurance
Section Manager
8/30/2023



MANDATORY SITE VISITATION ACKNOWLEDGEMENT

I Jermaine Brainer On behalf of Perry Street Property Group
(Print name) (Print company name)

have visited the locations specified in this bid packet and made all the appropriate measurements, quotations, pictures, etc., as deemed necessary for this bid.


CDBG Rehabilitation Specialist

To schedule the mandatory walk thru for this Bid please contact:

Hassan Bazzi

Phone: 313 -791- 3504 Fax: 313 -791- 3501

Email: hbazzi@dearbornheightsmi.gov

Address: 26155 Richardson, Dearborn Heights, MI 48127

THIS DOCUMENT HAS A TRUE WATERMARK. ABSENCE OF THIS FEATURE WILL INDICATE A COPY.

Flagstar®
Bank

5151 Corporate Drive
Troy, MI 48098-2639
888-248-6423

BANKING CENTER # 62

49-55
1031

CHECK NO.
200967829

DATE September 25, 2023

Remitter
JERMAINE BRANNER

PAY TO THE ORDER OF CITY OF DEARBORN HEIGHTS

\$ 1,500.00

One Thousand Five Hundred and 00/100*****

CASHIER'S CHECK

Payable Through BOKF, NA
Eufaula, OK

SRandolph

SRandolph

DOLLARS

⑈200967829⑈ ⑆103100551014110039346⑈

Page 171 of 428

**CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER IMPROVEMENT
Pavilion Repainting/Lead Abatement project
CONTRACT AGREEMENT**

ATTENTION: THIS PROJECT IS FUNDED PARTIALLY/FULLY BY FEDERAL FUNDS FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ADMINISTERED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS PROJECT IS SUBJECT TO ALL APPLICABLE HUD RULES AND REGULATIONS INCLUDING FEDERAL DAVIS-BACON WAGE RULES AND ALL APPLICABLE CITY REGULATIONS.

ARTICLE I - PARTIES OF AGREEMENT: REGULATIONS

This agreement ("Agreement") is entered into the date executed below, between the City of Dearborn Heights hereinafter referred to as "City", and hereafter referred to as "Contractor", with its principal offices located at 149 N. Perry Street, Pontiac, MI 48342. This Agreement formalizes the understanding between the City and Contractor Name: Perry Street Property Group, stemming from the City's Eton Senior Center Improvement- Pavilion Repainting/Lead Abatement project.

ARTICLE II - WORK TO BE PERFORMED (Scope of Work):

Except as otherwise provided herein, Contractor shall furnish all labor, material, tools, equipment, supervision, and services necessary to properly execute and complete the Project. The Project shall be performed by Contractor in good and workman like manner strictly in accordance with the City's request for bids, the City's bid conditions and obligations and the Contractor's bid, all of which are incorporated by reference. The Project will commence within ten (10) days upon execution of the Agreement and shall be completed no later than 60 days from this agreement execution, extensions are allowable and approved by the project manager based on case-by-case situations, otherwise, the Contractor will be subject to liquidated damages.

ARTICLE III- TERMS INCORPORATED BY REFERENCE

This Agreement incorporates the City's Advertisement for Bids and all documents contained therein, and the Contractor's bid as submitted by reference ("Contract Documents"). Contractor shall be bound by the terms of the Agreement between City and Contractor and all documents incorporated therein.

ARTICLE IV - COMPENSATION:

The contractor agrees that the total quoted price amount \$ 30,000.00 Thirty thousand as set forth in its Contract Documents, namely the bid itemizations/specifications shall be price used to compensate Contractor per unit.

ARTICLE V - PAYMENTS:

- A) **INVOICES** - The Contractor will be paid on a regular basis, no later than thirty (30) days after receipt of proper invoices, certifications, and progress reports.
- B) **PAYMENT/BOND** - Payments will be made on a reimbursement basis for services and work actually and satisfactorily performed to the reasonable discretion of the City ("Final Acceptance"), subject to payment of the final invoice being withheld pending final completion and acceptance of the work.
- C) **FINAL PAYMENT** - A final payment consisting of the unpaid balance of the Contractor's Compensation shall be made within ten (10) days after both of the following occur: (a) full completion of the work by contractor, (b) Final Acceptance of the work by the City.

ARTICLE VI - SPECIAL REQUIREMENTS:

SCHEDULE - Time is the essence of this Agreement and the Project shall be performed in accordance with the City's Request for Bids and the City's Bid Conditions and Obligations for this Program. The contractor agrees to commence the Project under this Agreement after a pre-construction/pre-installation meeting has been held and to perform all parts of the Project punctually and diligently.

If the Contractor is behind in the Project hereunder, fails or refuses to supply sufficient workmen, or to deliver materials or equipment on schedule, and delays progress of the Project; or if the different parts thereof are not commenced, performed, finished and delivered on time, City shall have the right to direct the Contractor to furnish additional labor and expedite deliveries of material and equipment at contractor's cost and expense. If such additional labor is not available, City has the right to require Contractor at the Contractor's cost, to work overtime or additional shifts (and/or weekends and holidays) to such an extent as will be sufficient to speed up and complete the Project in accordance with a progress schedule.

If City incurs any cost associated with the Contractor's delay with respect to the completion dates identified in Article II, the Contractor is to reimburse City for all costs associated with Contractor's delay including any liquidated damages assessed against City

ARTICLE VII - CHANGES:

- A) Definitions- Change Order: A written order signed and issued by the City, namely the Director/Project Manager and his authorized representative to sign and issue the original Agreement, directing the City to make changes to Article II (Scope of Work) of this Agreement.
- Contract Modification: Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provision of the Agreement must be accomplished by mutual action of the parties to the Agreement.
- B) The city may request changes to the Scope of Work/Services to be furnished or performed by the Contractor under the Agreement, as well as changes in the time of performance of the Agreement. All such changes shall be authorized by with Change Order or Contract Modification, as those terms are defined in this Agreement.
- C) Contractor acknowledges that any change in the Agreement price represents full compensation for all costs associated with the change request, including delay costs, impacts, acceleration, disruption, consequential damages, and any other costs of any nature.
- D) No action, conduct, omission, prior failure, or course of dealing by the City shall act to waive, modify, change, or alter the requirement that Contract Modifications must be in writing and signed by the Owner and the Contractor. The Contractor further acknowledges that Change Orders and Contract Modifications are the exclusive method for effecting any change to the Agreement.

ARTICLE VIII - SUBLETTING - ASSIGNMENT:

No part of this Agreement, nor any interest or monies due therein, may be assigned, sublet, or transferred without the City's written consent and/or approval of the assignment. The contractor is liable to City for all acts and omissions of its subcontractors, assignees, or transferees.

ARTICLE IX - TERMINATION:

City shall have the right to terminate this Agreement with or without cause, for the convenience of City. In the event of termination for the City's convenience, compensation to Contractor shall be made on the same basis as that provided for in the Agreement between City and Contractor or Contract Documents, or in the absence of applicable provisions, then based on the percentage of the work completed as of the date of termination. In no event shall the Contractor be entitled to the anticipated profits.

ARTICLE X - INDEMNITY AND RESPONSIBILITY:

The contractor specifically obligates itself to the City in the following respects (and this agreement is made upon such express condition) to wit.

- A) To indemnify City, including its elected officials, employees, volunteers, and representatives against and save them harmless from any and all claims, suits, liability, expense, including attorney's fees or damage for alleged or actual infringement or violation of any patent or patent right arising in connection with this Agreement and anything done thereunder.
- B) To protect, hold free and harmless defend and indemnify City including its elected officials, employees, volunteers, and representatives from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees resulting from injury or death sustained by any person (including Contractor's employees) or damage to property of any kind, which injury, death or damage arises out of or is in any way connected with the performance of work under this contract, except that said agreement shall not be applicable to injury, death or damage to property arising from the sole negligence or willful misconduct of Owner, its elected officials, employees, volunteers, and representatives who are directly responsible to the Contractor. This indemnification agreement shall extend to all claims of this Agreement asserted after termination, for whatever reason.
- C) To warrant and guarantee the work and materials covered by this Agreement and agrees to make good at its expense, any defect in materials or workmanship, including the restoration of work of other subcontractors that has been affected. To indemnify City for any loss that may be caused by breach of said warranty and guarantee.
- D) To obtain and pay for all permits, licenses and official inspections made necessary by its work and to comply with all laws, ordinances and regulations bearing on its work and the conduct thereof.
- E) To be fully and exclusively responsible for, and to pay when due, any and all applicable contribution allowances of other payments or deductions, however termed, required by union labor agreements or required by law now or hereafter in force.

Contractor shall indemnify City against, and save it harmless from any and all loss, damages, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions or covenant of this Agreement.

At any time before final settlement of adjudication of any loss, damage, liability, claim, demand, suit or cause of action for which the Contractor in this Agreement agrees to indemnify and save harmless the City.

ARTICLE XI - CLEAN-UP:

Contractors shall clean up and remove all rubbish and debris caused by its operations and employees. Otherwise, after a (48) Hour written Notice, City shall proceed with this work and charge Contractor for all costs plus a 10% mark-up for overhead and profit.

ARTICLE XII- SAFETY:

Contractor shall carry on its work in a safe manner, in accordance with the regulations of the latest revised edition of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc., for the protection of persons and property at the site, and Contractor agrees to abide by all applicable Federal, State and Local laws, ordinances, regulations, standards and rules having reference to safety. Contractor agrees to be solely responsible for the protection and safety of its workmen, for the final selection of safety methods, means and safeguards, for the daily inspection of the work area, and for the instruction of its workmen on safety, including attending and/or conducting safety meetings at least once a week.

ARTICLE XIII - EQUAL EMPLOYMENT OPPORTUNITY:

A) During the performance of this Agreement, the Contractor, for itself, its members, officers, directors, and employees in interest agrees as follows:

Non-discrimination: The Contractor with regard to the Services to be performed under this Agreement shall not discriminate on grounds prohibited by federal, state or local constitution, law, statute or ordinance in:

1. The selection and retention of subcontractors or the procurement of materials and leases of equipment.
2. The Contractor agrees that it will not discriminate against any person, employee, consultant, or applicant for employment with respect to his/her hire tenure, terms, conditions, or privileges or employment or hire of employees, consultants or applicants for employment.

B) Solicitations for Subcontractors: In all solicitations made by the Contractor for work to be performed under a subcontract, each potential subcontractor shall be notified by the Contractor of the Contractor's obligations under this Agreement, and the regulations relative to non-discrimination.

C) Sanctions for Noncompliance: In the event of noncompliance with the non-discrimination provisions of this Agreement and the City's Non-Discrimination Clause, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under this Agreement until the Contractor complies; and/or
2. cancellation, termination, or suspension of this Agreement, in whole or in part; and/or
3. The imposition of liquidated damages (not a penalty) in the amount of \$500.00 per day, for each day that the Contractor shall fail to comply with said requirements, as determined by the Comptroller, in consultation with the Community and Economic Development Director.

ARTICLE XIV - DEFAULT:

A) If the Contractor:

1. fails to supply complete labor, materials, equipment and supervision in sufficient time and quantity to meet the City's progress schedule (as outlined in Article II of this Agreement) as it may be modified.
2. causes stoppage or delay of, or interference with the project.
3. fails to promptly pay its subcontractors (if applicable), laborers, suppliers, material, men and/or employees for work on the project.
4. fails to pay worker's compensation or other employee benefits, withholding or any other taxes.
5. fails to comply with the safety provisions of this Agreement or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project.

6. makes unauthorized changes in supervisory personnel.
7. fails in the performance or observance of any of the provisions of this contract; or
8.
 - a) files a voluntary petition in bankruptcy or is adjudicated insolvent.
 - b) obtains an order for relief under Section 301 of the Bankruptcy Code.
 - c) files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency, or other relief of debtors.
 - d) or seeks or consents to or is acquiescent in the appointment of any trustee, receiver or liquidator of any of its assets or property.
 - e) makes an assignment for the benefit of creditors; or
 - f) makes an admission, in writing, of its inability to pay its debts as they became due.

B) Then City, after giving the Contractor written or oral (subsequently confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

- 1) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
 - a) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment, facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and
 - b) Recover from Contractor all costs incurred by City to complete the work plus a 10% mark-up for overhead and profit, and further recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

ARTICLE XV- INSURANCE:

Before Contractor does any work at, or prepares to deliver material to the City, the Contractor shall provide a Certificate of Insurance, issued by a financially responsible insurance company licensed to write insurance in the State of Michigan, evidencing coverage in amounts not less than required by specifications or as follows:

- A) Workers' Compensation: to the extent and at least the minimum amount required by the laws of the state in which work is to be performed.
- B) Commercial General, Professional and Automobile Liability (if applicable): in the amount of One Million Dollars (\$1,000,000.00) for any one occurrence, and Two Million Dollars (\$2,000,000.00) aggregate. The coverage shall apply to all work and activities performed by Contractor with respect to the Scope of Work/Services for the Project. In addition, Contractor shall provide a statement from its insurer(s) noting that the work and activities to be performed by the Contractor with respect to the project, is not excluded from coverage.
- C) No payments will be made to the Contractor until current certificates of insurance have been received and approved. Insurance companies, named insured and policy forms shall be subject to the City's approval. In the event the coverage evidenced by any such Certificate is canceled or reduced, Contractor shall procure and furnish to City before the effective date of such cancellation, new Certificates conforming to the above requirements. Until evidence of conformity is received, services and related payments will be suspended.
- D) Hold Harmless Agreement: Contractor shall assume liability and indemnify City from and against any liability and all loss, costs, damages, expenses, including attorney fees, on account of claims per personal injury, including death, sustained by any person or persons whosoever, including employees of Contractor, and for injury to or destruction of property of a person or organization, including loss of use thereof, arising out of the performance of the work under this agreement, excepting only such matters caused solely and exclusively by the fault or negligence of the City.

If applicable, the subcontractor shall have its own insurance company naming Contractor and the City as Additional Insured with the following clause added: "The insurance afforded to the Additional Insured is Primary Insurance. If the additional insured has other insurance which is applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance."

Each of the above required Certificates shall provide that the coverage therein afforded shall not be canceled or reduced except by written notice to City given at least thirty (30) days prior to the effective date of such cancellation or reduction.

ARTICLE XVI- TAXES AND CONTRIBUTIONS:

The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect, and save harmless the City from and against the payment of:

- A) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees, by whomsoever employed or engaged in the work to be performed and furnished under this Agreement.
- B) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons or agents acting for, through or under it or any of them, by reason of the performance of the work or the acquisition, ownership, furnishing or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.
- C) All pension, welfare, vacation, annuity, and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Agreement.

ARTICLE XVII – MISCELLANEOUS:

- A) Failure of a party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.
- B) The Contractor agrees that it is not, and will not become, in arrears to the City upon any contract, debt, or obligation to the City, including real property and personal property taxes.
- C) The singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- D) If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to person or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- E) Insolvency Proceedings: Contractor is not involved in any proceeding by or against it in any court under the Bankruptcy Code or any other insolvency or debtor's relief act, whether state or federal, or for the appointment of a trustee, receiver, liquidator, assignee, or other similar official of Contractor or Contractor's property.
- F) Status of Contractor. Contractor is a Michigan corporation which is duly organized, validly existing, and in good standing under the laws of the State of Michigan; and, further, is properly authorized, according to its Articles of Incorporation, Bylaws, and duly adopted Resolution, to enter into and carry out the transactions contemplated by this Agreement.

ARTICLE XVIII - GENERAL:

Except as otherwise provided in Article III, this Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no other agreement or understanding shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto.

The Contractor represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents as provided in Article III, has investigated the nature, locality and site of the work, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the City, or of any of their respective officers, agents, servants or employees.

No waiver by the City of any provision of this Agreement shall be deemed to be waived of any other provisions hereof or of any subsequent breach by Contractor of the same or any other provision.

ARTICLE XVIII – PROJECT LABOR AND MATERIAL WARRANTEE:

The contractor agrees to provide unconditional **18 months warrantee** on labor and materials of its work, or the work performed by the contractor's employees or subcontractors hired by the contractor to perform work on this contract, if the damages or the repair is due to failure caused by workmanship or non-performing/failed materials.

ARTICLE XX - CERTIFICATIONS:

- A) The individual signing certifies that he/she is authorized to contract on behalf of the Contractor and to make these certifications.
- B) The individual signing certifies that the Contractor is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Contractor.
- C) The individual signing certifies that the Contractor meets the independence standards of the Government Auditing Standards issued by the Comptroller General of the United States.
- D) The individual signing certifies that he/she is aware that all individuals to be assigned to the audit have met the GAO Continuing Education Requirement of 80 hours of continuing education every two years; and that 24 hours of this education have been in subjects directly related to the auditing of government grants.
- E) The individual signing certifies that he/she has read and understands the GAO requirement of an external quality control review at least once every three years.
- F) The individual signing certifies that the Contractor, and any individuals to be assigned to the audit, do not have a record of substandard audit work and have not been debarred or suspended from doing work with any Federal, state or local government. (If the Contractor or any individual assigned to the audit has been found in violation of any state or AICPA professional standards, this information must be disclosed.)
- G) The individual signing certifies that the Contractor does carry professional malpractice insurance or is otherwise adequately self-insured.
- H) The individual signing certifies that the contractor does not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability, or any other basis prohibited by law. The contractor shall take affirmative action to ensure that employees are treated during their employment, without regard to race, color, religion, sex, age, national origin, disability, or any other basis prohibited by law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or forms of compensation; and selection for training, including apprenticeship. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability or any other basis prohibited by law.

ARTICLE XXI – “Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”:

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.](#), p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- G) Clean Air Act ([42 U.S.C. 7401-7671g](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671g](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- J) See [§ 200.323](#).
- K) See [§ 200.216](#).
- L) See [§ 200.322](#).

ARTICLE XXII – NON-COLLUSION AFFIDAVIT:

- 1) The person who is signing this contract agreement is authorized legally to represent **Perry Street Property Group** as the lowest qualified bidder.
- 2) The person who signing this contract agreement is fully informed concerning the preparation and contents of the attached bid and of all pertinent circumstances with respect to it.
- 3) The person who signing this contract agreement affirm the attached bid is genuine and not a collusive or sham bid.
- 4) The person who signing this contract agreement affirm that neither the person or entity submitting the attached bid, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest (including the undersigned), has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other person or entity submitting a bid, or with any person affiliated with such a person or entity, to submit a collusive or sham Quote in connection with the contract for which the attached bid has been submitted, or to refrain from submitting a bid in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other person or entity submitting a bid, or with any person affiliated with such a person or entity, to fix the price or prices in the attached bid or of any other bidder, or, to fix any overhead, profit, or cost element of the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Dearborn Heights or any person interested in the proposed contract.
- 5) The price, prices, and/or other terms quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest.

Name and Title of Person Signing

Sworn to and signed in my presence by: _____ on _____, 2023.

_____, Notary Public

Wayne County, Michigan

Acting in Wayne County, Michigan

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents as of the date executed below.

CITY OF DEARBORN HEIGHTS ("City")

By:

Name: Bill Bazzi

Title: Mayor

Dated:

Signature:

By:

Name: Lynne Sinia

Title: Clerk

Dated:

Signature:

Perry Street Property Group ("Contractor")

By:

Name:

Title:

Dated:

Signature:

Federal Tax ID #

Approved for the Agenda of:	
10/24/2023	Motion No.

7.B.



Community Economic Development

Bill Bazzi
Mayor

TO: Honorable Mayor Bill Bazzi
Honorable City Council Members

FROM: Hassane Jamal, Director

DATE: October 17, 2023

RE: CEDD Director Jamal - Bid Award - Eton Center Pavilion Cement Replacement

10/16/2023

Honorable council chair and members,

I'm requesting your approval for the following:

"Motion to approve awarding the HUD/CDBG fully funded - Eton Senior Center Improvement-Pavilion Cement Replacement Project - to the lowest qualified bidder, Genoa Contracting LLC. Located at: 24019 Lakewood St., St. Clair Shore, MI 48082 In the amount of \$27,500.00 according to the attached bid responses package as stated on "Bid Response Form Page #1"

Further, approve the contract agreement (pre-approved by the CEDD Assistant Corporation Counsel) as attached and authorize the mayor and the clerk to sign it.

Additionally, authorize the CEDD -Director to approve necessary change orders up to (20% of the bid amount) \$5,500.00 and the mayor plus the comptroller or the clerk to issue and sign the necessary warrants for a total amount of amounts not to exceed \$33,000.00 logged to CDBG fund 103- Eton Senior Center Improvement- general ledger tracking accounts.

Furthermore, authorize the treasurer to pay them from the unrestricted general fund pool bank account to be reimbursed from the US treasury accordingly.

Also, authorize the comptroller to return the bid bonds/cashier checks to the unsuccessful bidders.

Thank you,

Hassane Jamal

Attachments:

Bid response package including contract agreement.

Attachments:

1. Eton Center Pavilion Cement Replacement Project



Bill Bazzi
Mayor

Hassane Jamal
Director
Community and Economic Development

10/16/2023

Honorable council chair and members,

I'm requesting your approval for the following:

*"Motion to approve awarding the HUD/CDBG fully funded - **Eton Senior Center Improvement-Pavilion Cement Replacement Project** - to the lowest qualified bidder Genoa Contracting LLC. Located at: 24019 Lakewood St., St. Clair Shore, MI 48082 In the amount of \$27,500.00 according to the attached bid responses package as stated on "Bid Response Form Page #1"*

Further, approve the contract agreement (pre-approved by the CEDD Assistant Corporation Counsel) as attached and authorize the mayor and the clerk to sign it.

Additionally authorize the CEDD -Director to approve necessary change orders up to (20% of the bid amount) \$5,500.00 and the mayor plus the comptroller or the clerk to issue and sign the necessary warrants for a total amount of amounts not to exceed \$33,000.00 logged to CDBG fund 103- Eton Senior Center Improvement- general ledger tracking accounts.

Furthermore, authorize the treasurer to pay them from the unrestricted general fund pool bank account to be reimbursed from the US treasury accordingly.

Also, authorize the comptroller to return the bid bonds/cashier checks to the unsuccessful bidders.

Thank you,

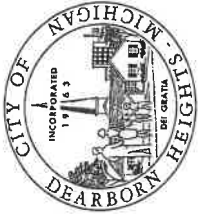
Hassane Jamal

Attachments:

- 1- Bid response package including contract agreement.

Community and Economic Development Department • 26155 Richardson,
Dearborn Heights, MI 48127 • (313) 791-3500

CITY OF DEARBORN HEIGHTS



Name of Bid: Eton Senior Center- Pavilion area Cement Replacement Project

Bid Date

10/3/2023

Bidder	Bid Deposit	Bid Amount	Notes
Delta Concrete & Ind Contracting Inc 51825 Gratiot Ave New Baltimore, MI 48051	5.00% Bid Bond	\$68,600.00	
Decima LLC 16870 Schafer Hwy Detroit, MI 48235	No Bid Deposit	\$52,000.00	
Genoa Contracting LLC 24019 Lakewood St St. Clair Shores, MI 48082	5.00% Bid Bond	\$27,500.00	lowest & qualified bid
			Opened By- Mathew Paul Witnesses 1. Cyndi King 2. Mahdi Beydoun 10/3/23 3:00 p.m.

10/19/2023

CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER IMPROVEMENTS
PAVILLION CEMENT PROJECT SPECIFICATIONS

# / TASK NAME	BID ITEMIZATIONS/SPECIFICATIONS	\$\$\$ TOTAL COST
#1 Concrete replacement	Remove and replace existing concrete slab approximately 1500 SF (Accurate measurement is the responsibility of the bidders) including handicap ADAAG compliance ramps at both doors north/south - entrances and exists to the Pavilion area the concrete must be to be 4" thick and tested at 3500 psi.	\$21,000. ⁰⁰
#2 Access to the work site and clean-up	Secure safe and visible access to the work site from the parking lot without damaging the properties such as parking lots, the grass, and other involved properties (concrete trucks may have to be parked on the street to avoid damaging the parking lots). Remove broken concrete and other debris immediately from the site to a legally approved dump site. (No staging allowed on the working site). Repair/restore damages to the site resulting from contracted work by time of job completion.	\$5000. ⁰⁰
#3 Permits and Inspections	Secure required permits from the Dearborn Heights Building & Engineering Dept. Contract work must be done according related codes. The contractor must secure final permit approval from the city building inspector. The CEDD Construction Coordinator also must approve the final work.	\$1500. ⁰⁰
TOTAL BID AMOUNT (ENTER HERE AND ON BID RESPONSE FORM PAGE #1)		\$27,500. ⁰⁰

Prepared by the CEDD Rehab specialist: Hassan Bazzi

Approved by the CEDD Construction coordinator: Ali Beydoun

Authorized by the CEDD Director: Hassane Jamal

**CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER IMPROVEMENTS-PAVILLION AREA CEMENT REPLACEMENT PROJECT**

BID RESPONSE FORM PAGE #1

NOTICE

FAILURE TO COMPLETE THIS FORM SHALL RESULT IN YOUR RESPONSE BEING DEEMED NON-RESPONSIVE AND REJECTED WITHOUT ANY FURTHER EVALUATION.

THIS PROJECT IS FUNDED PARTIALLY/FULLY BY FEDERAL FUNDS FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ADMINISTERED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

THIS PROJECT IS SUBJECT TO ALL APPLICABLE HUD RULES AND REGULATIONS INCLUDING FEDERAL DAVIS-BACON WAGE RULES AND REGULATIONS AND ALL APPLICABLE CITY REGULATIONS.

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with the City's Sealed Bid, which includes all documents outlined in the Bid Package Index.

AGREE: PLEASE SIGN AND COMPLETE BID DOCUMENTS

 **DARYL J. STAHL** DATE: 9 25 23

DISAGREE: STOP HERE YOU ARE NOT QUALIFIED TO BID

TWENTY SEVEN THOUSAND FIVE HUNDRED \$ 27,500.⁰⁰
(Total Figure Written) (Total Figure)
(Total figure from Itemized bid sheets)

ADDENDUMS

1 8/31/2023 DJS
2 9/12/2023 DJS
3 9/12/2023 DJS
4 9/19/2023 DJS
5 9/25/2023 DJS
6 9/25/2023 DJS

**CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER IMPROVEMENTS-PAVILLION AREA CEMENT REPLACENT PROJECT**

BID RESPONSE FORM PAGE #2

ADDENDA:

The undersigned has read, understands and is fully cognizant of the information to Respondents, Offer and Form of Contract, all Sections thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): none. In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the City, and to enter a Contract with the City, in accordance with all terms and bid documents as indicated in the bid table of content, and addenda in the Request for Response, as well as the Form of Contract, together with any written addendum as specified above.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the Sealed Bid and will be in-compliance with such requirements. By submitting this Response Form, the Respondent represents that: 1) the Respondent is in compliance with any applicable City and HUD regulations, and 2) if awarded a contract to provide the services required in the Sealed Bid, the Respondent will comply with the requirements set forth in the Sealed Bid and (3) Respondent will sign the Construction / installation / installation Contract (attached to Bid Package for reference) if awarded the Contract. Failure to sign the Construction / installation / installation Contract within fourteen (14) days of notification of award of contract will result in a breach and Respondent will forfeit his/her bid bond.

NONCOLLUSION:

The undersigned, by submission of this Response Form, hereby declares that this Response is made without collusion with any other business making any other Response, or which otherwise would make a Response.

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements of this SEALED BID. The undersigned also certifies it has read and understands all Bid Documents as outlined in the "Bid Index Page".

MANDATORY SITE VISIT:

To schedule the mandatory walk thru for this Bid please contact:

Hassan Bazzi

Phone: 313-791-3504

Email: hbazzi@earbornheightsmi.gov

Address: 26155 Richardson, Dearborn Heights, MI 48127

CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER IMPROVEMENTS-PAVILLION AREA CEMENT REPLACEMENT PROJECT

BID RESPONSE FORM PAGE #3

No Response shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Company Name GENOA CONTRACTING LLC

Name: DARYL J STAHL

Address: 24019 LAKEWOOD ST

Phone: 586-354-5693

City ST CLAIR SHORES State MI Zip 48082

Fax:

Signature of Person Authorized to Sign: [Signature]

Printed Name: DARYL J STAHL

Title: 100% Managing member

Federal Tax ID 46-1927028

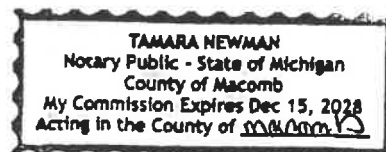
Acknowledged before me by Daryl Stahl (name) as _____

Genoa Contracting LLC

(title) of (Company)
of Sept (month),
2023. (Year)

) this 25th (day)

Notary Signature: [Signature]
My Commission Expires: 12-15-2028
Affix Seal



**CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER IMPROVEMENTS-PAVILLION AREA CEMENT REPLACEMENT
PROJECT**

MANDATORY SITE VISITATION ACKNOWLEDGEMENT

I DARYL J STAHL On behalf of GENOA CONTRACTING LLC
(Print name) (Print company name)

have visited the locations specified in this bid packet and made all the appropriate measurements, quotations, pictures, etc., as deemed necessary for this bid.


CDBG Rehabilitation Specialist

To schedule the mandatory walk thru for this Bid please contact:
Hassan Bazzi
Phone: 313 -791- 3504 Fax: 313 -791- 3501
Email: hbazzi@dearbornheightsmi.gov
Address: 26155 Richardson, Dearborn Heights, MI 48127

Old Republic Insurance Company

BID BOND

KNOW BY ALL MEN THAT THESE PRESENTS: That we GENOA CONTRACTING, LLC of 24019 Lakewood St. , Saint Clair Shores, MI 48082, hereinafter referred to as Principal, and Old Republic Insurance Company as Surety, are held and firmly bound unto City of Dearborn Heights of 6045 Fenton , Dearborn Heights, MI 48127, hereinafter referred to as Oblige, in the sum of FIVE AND 00/100 PERCENT Dollars (5.00%) for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Oblige on a contract for

Eton Senior Center Improvements Pavillion Area Cement Replacement Project

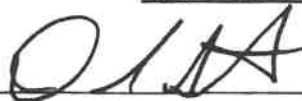
NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Oblige; or if Principal shall fail to do so, pay to Oblige the damages which Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this September 25, 2023.

GENOA CONTRACTING, LLC

(Principal)

by



(Seal)

Old Republic Insurance Company

(Surety)

by


Michael G. Zervos, ATTORNEY-IN-FACT

(Seal)



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:
GUS E. ZERVOS, STEPHEN M. ZERVOS, ANGELO G. ZERVOS, MICHAEL G. ZERVOS, DONALD W. BURDEN of SOUTHFIELD, MI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(I) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(II) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 21st day of October, 2022

Karen J. Halfner
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 21st day of October, 2022, personally came before me, Alan Pavlic
and Karen J. Halfner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn K. Pearson
Notary Public

My Commission Expires: September 28, 2026

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

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 25th day of September, 2023

Karen J. Halfner
Assistant Secretary

46-5195

ORSC 11008 (8-83)

ZERVOS GROUP, INC.

**CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER IMPROVEMENT
Pavilion Cement Replacement Project
CONTRACT AGREEMENT**

ATTENTION: THIS PROJECT IS FUNDED PARTIALLY/FULLY BY FEDERAL FUNDS FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ADMINISTERED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS PROJECT IS SUBJECT TO ALL APPLICABLE HUD RULES AND REGULATIONS INCLUDING FEDERAL DAVIS-BACON WAGE RULES AND ALL APPLICABLE CITY REGULATIONS.

ARTICLE I - PARTIES OF AGREEMENT: REGULATIONS

This agreement ("Agreement") is entered into the date executed below, between the City of Dearborn Heights hereinafter referred to as "City", and hereafter referred to as "Contractor", with its principal offices located at 24019, Lakewood St. St. Clair Shore, MI 48082. This Agreement formalizes the understanding between the City and Contractor Name: Genoa Contracting LLC. stemming from the City's Eton Senior Center Improvement-Pavilion Cement Replacement Project.

ARTICLE II - WORK TO BE PERFORMED (Scope of Work):

Except as otherwise provided herein, Contractor shall furnish all labor, material, tools, equipment, supervision, and services necessary to properly execute and complete the Project. The Project shall be performed by Contractor in good and workman like manner strictly in accordance with the City's request for bids, the City's bid conditions and obligations and the Contractor's bid, all of which are incorporated by reference. The Project will commence within ten (10) days upon execution of the Agreement and shall be completed no later than 60 days from this agreement execution, extensions are allowable and approved by the project manager based on case-by-case situations, otherwise, the Contractor will be subject to liquidated damages.

ARTICLE III- TERMS INCORPORATED BY REFERENCE

This Agreement incorporates the City's Advertisement for Bids and all documents contained therein, and the Contractor's bid as submitted by reference ("Contract Documents"). Contractor shall be bound by the terms of the Agreement between City and Contractor and all documents incorporated therein.

ARTICLE IV - COMPENSATION:

The contractor agrees that the total quoted price amount \$ 27,500 twenty-seven and five hundred as set forth in its Contract Documents, namely the bid itemizations/specifications shall be price used to compensate Contractor per unit.

ARTICLE V - PAYMENTS:

- A) **INVOICES** - The Contractor will be paid on a regular basis, no later than thirty (30) days after receipt of proper invoices, certifications, and progress reports.
- B) **PAYMENT/BOND** - Payments will be made on a reimbursement basis for services and work actually and satisfactorily performed to the reasonable discretion of the City ("Final Acceptance"), subject to payment of the final invoice being withheld pending final completion and acceptance of the work.
- C) **FINAL PAYMENT** - A final payment consisting of the unpaid balance of the Contractor's Compensation shall be made within ten (10) days after both of the following occur: (a) full completion of the work by contractor, (b) Final Acceptance of the work by the City.

ARTICLE VI - SPECIAL REQUIREMENTS:

SCHEDULE - Time is the essence of this Agreement and the Project shall be performed in accordance with the City's Request for Bids and the City's Bid Conditions and Obligations for this Program. The contractor agrees to commence the Project under this Agreement after a pre-construction/pre-installation meeting has been held and to perform all parts of the Project punctually and diligently.

If the Contractor is behind in the Project hereunder, fails or refuses to supply sufficient workmen, or to deliver materials or equipment on schedule, and delays progress of the Project; or if the different parts thereof are not commenced, performed, finished and delivered on time, City shall have the right to direct the Contractor to furnish additional labor and expedite deliveries of material and equipment at contractor's cost and expense. If such additional labor is not available, City has the right to require Contractor at the Contractor's cost, to work overtime or additional shifts (and/or weekends and holidays) to such an extent as will be sufficient to speed up and complete the Project in accordance with a progress schedule.

If City incurs any cost associated with the Contractor's delay with respect to the completion dates identified in Article II, the Contractor is to reimburse City for all costs associated with Contractor's delay including any liquidated damages assessed against City

ARTICLE VII - CHANGES:

- A) Definitions- Change Order: A written order signed and issued by the City, namely the Director/Project Manager and his authorized representative to sign and issue the original Agreement, directing the City to make changes to Article II (Scope of Work) of this Agreement.
- Contract Modification: Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provision of the Agreement must be accomplished by mutual action of the parties to the Agreement.
- B) The city may request changes to the Scope of Work/Services to be furnished or performed by the Contractor under the Agreement, as well as changes in the time of performance of the Agreement. All such changes shall be authorized by with Change Order or Contract Modification, as those terms are defined in this Agreement.
- C) Contractor acknowledges that any change in the Agreement price represents full compensation for all costs associated with the change request, including delay costs, impacts, acceleration, disruption, consequential damages, and any other costs of any nature.
- D) No action, conduct, omission, prior failure, or course of dealing by the City shall act to waive, modify, change, or alter the requirement that Contract Modifications must be in writing and signed by the Owner and the Contractor. The Contractor further acknowledges that Change Orders and Contract Modifications are the exclusive method for effecting any change to the Agreement.

ARTICLE VIII - SUBLETTING - ASSIGNMENT:

No part of this Agreement, nor any interest or monies due therein, may be assigned, sublet, or transferred without the City's written consent and/or approval of the assignment. The contractor is liable to City for all acts and omissions of its subcontractors, assignees, or transferees.

ARTICLE IX - TERMINATION:

City shall have the right to terminate this Agreement with or without cause, for the convenience of City. In the event of termination for the City's convenience, compensation to Contractor shall be made on the same basis as that provided for in the Agreement between City and Contractor or Contract Documents, or in the absence of applicable provisions, then based on the percentage of the work completed as of the date of termination. In no event shall the Contractor be entitled to the anticipated profits.

ARTICLE X - INDEMNITY AND RESPONSIBILITY:

The contractor specifically obligates itself to the City in the following respects (and this agreement is made upon such express condition) to wit.

- A) To indemnify City, including its elected officials, employees, volunteers, and representatives against and save them harmless from any and all claims, suits, liability, expense, including attorney's fees or damage for alleged or actual infringement or violation of any patent or patent right arising in connection with this Agreement and anything done thereunder.
- B) To protect, hold free and harmless defend and indemnify City including its elected officials, employees, volunteers, and representatives from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees resulting from injury or death sustained by any person (including Contractor's employees) or damage to property of any kind, which injury, death or damage arises out of or is in any way connected with the performance of work under this contract, except that said agreement shall not be applicable to injury, death or damage to property arising from the sole negligence or willful misconduct of Owner, its elected officials, employees, volunteers, and representatives who are directly responsible to the Contractor. This indemnification agreement shall extend to all claims of this Agreement asserted after termination, for whatever reason.
- C) To warrant and guarantee the work and materials covered by this Agreement and agrees to make good at its expense, any defect in materials or workmanship, including the restoration of work of other subcontractors that has been affected. To indemnify City for any loss that may be caused by breach of said warranty and guarantee.
- D) To obtain and pay for all permits, licenses and official inspections made necessary by its work and to comply with all laws, ordinances and regulations bearing on its work and the conduct thereof.
- E) To be fully and exclusively responsible for, and to pay when due, any and all applicable contribution allowances of other payments or deductions, however termed, required by union labor agreements or required by law now or hereafter in force.

Contractor shall indemnify City against, and save it harmless from any and all loss, damages, costs, expenses, and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions or covenant of this Agreement.

At any time before final settlement of adjudication of any loss, damage, liability, claim, demand, suit or cause of action for which the Contractor in this Agreement agrees to indemnify and save harmless the City.

ARTICLE XI - CLEAN-UP:

Contractors shall clean up and remove all rubbish and debris caused by its operations and employees. Otherwise, after a (48) Hour written Notice, City shall proceed with this work and charge Contractor for all costs plus a 10% mark-up for overhead and profit.

ARTICLE XII- SAFETY:

Contractor shall carry on its work in a safe manner, in accordance with the regulations of the latest revised edition of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc., for the protection of persons and property at the site, and Contractor agrees to abide by all applicable Federal, State and Local laws, ordinances, regulations, standards and rules having reference to safety. Contractor agrees to be solely responsible for the protection and safety of its workmen, for the final selection of safety methods, means and safeguards, for the daily inspection of the work area, and for the instruction of its workmen on safety, including attending and/or conducting safety meetings at least once a week.

ARTICLE XIII - EQUAL EMPLOYMENT OPPORTUNITY:

A) During the performance of this Agreement, the Contractor, for itself, its members, officers, directors, and employees in interest agrees as follows:

Non-discrimination: The Contractor with regard to the Services to be performed under this Agreement shall not discriminate on grounds prohibited by federal, state or local constitution, law, statute or ordinance in:

1. The selection and retention of subcontractors or the procurement of materials and leases of equipment.
2. The Contractor agrees that it will not discriminate against any person, employee, consultant, or applicant for employment with respect to his/her hire tenure, terms, conditions, or privileges or employment or hire of employees, consultants or applicants for employment.

B) Solicitations for Subcontractors: In all solicitations made by the Contractor for work to be performed under a subcontract, each potential subcontractor shall be notified by the Contractor of the Contractor's obligations under this Agreement, and the regulations relative to non-discrimination.

C) Sanctions for Noncompliance: In the event of noncompliance with the non-discrimination provisions of this Agreement and the City's Non-Discrimination Clause, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under this Agreement until the Contractor complies; and/or
2. cancellation, termination, or suspension of this Agreement, in whole or in part; and/or
3. The imposition of liquidated damages (not a penalty) in the amount of \$500.00 per day, for each day that the Contractor shall fail to comply with said requirements, as determined by the Comptroller, in consultation with the Community and Economic Development Director.

ARTICLE XIV - DEFAULT:

A) If the Contractor:

1. fails to supply complete labor, materials, equipment and supervision in sufficient time and quantity to meet the City's progress schedule (as outlined in Article II of this Agreement) as it may be modified.
2. causes stoppage or delay of, or interference with the project.
3. fails to promptly pay its subcontractors (if applicable), laborers, suppliers, material, men and/or employees for work on the project.
4. fails to pay worker's compensation or other employee benefits, withholding or any other taxes.
5. fails to comply with the safety provisions of this Agreement or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project.

6. makes unauthorized changes in supervisory personnel.
7. fails in the performance or observance of any of the provisions of this contract; or
8.
 - a) files a voluntary petition in bankruptcy or is adjudicated insolvent.
 - b) obtains an order for relief under Section 301 of the Bankruptcy Code.
 - c) files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency, or other relief of debtors.
 - d) or seeks or consents to or is acquiescent in the appointment of any trustee, receiver, or liquidator of any of its assets or property.
 - e) makes an assignment for the benefit of creditors; or
 - f) makes an admission, in writing, of its inability to pay its debts as they became due.

B) Then City, after giving the Contractor written or oral (subsequently confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

- 1) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
 - a) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment, facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and
 - b) Recover from Contractor all costs incurred by City to complete the work plus a 10% mark-up for overhead and profit, and further recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

ARTICLE XV- INSURANCE:

Before Contractor does any work at, or prepares to deliver material to the City, the Contractor shall provide a Certificate of Insurance, issued by a financially responsible insurance company licensed to write insurance in the State of Michigan, evidencing coverage in amounts not less than required by specifications or as follows:

- A) Workers' Compensation: to the extent and at least the minimum amount required by the laws of the state in which work is to be performed.
- B) Commercial General, Professional and Automobile Liability (if applicable): in the amount of One Million Dollars (\$1,000,000.00) for any one occurrence, and Two Million Dollars (\$2,000,000.00) aggregate. The coverage shall apply to all work and activities performed by Contractor with respect to the Scope of Work/Services for the Project. In addition, Contractor shall provide a statement from its insurer(s) noting that the work and activities to be performed by the Contractor with respect to the project, is not excluded from coverage.
- C) No payments will be made to the Contractor until current certificates of insurance have been received and approved. Insurance companies, named insured and policy forms shall be subject to the City's approval. In the event the coverage evidenced by any such Certificate is canceled or reduced, Contractor shall procure and furnish to City before the effective date of such cancellation, new Certificates conforming to the above requirements. Until evidence of conformity is received, services and related payments will be suspended.
- D) Hold Harmless Agreement: Contractor shall assume liability and indemnify City from and against any liability and all loss, costs, damages, expenses, including attorney fees, on account of claims per personal injury, including death, sustained by any person or persons whosoever, including employees of Contractor, and for injury to or destruction of property of a person or organization, including loss of use thereof, arising out of the performance of the work under this agreement, excepting only such matters caused solely and exclusively by the fault or negligence of the City.

If applicable, the subcontractor shall have its own insurance company naming Contractor and the City as Additional Insured with the following clause added: "The insurance afforded to the Additional Insured is Primary Insurance. If the additional insured has other insurance which is applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance."

Each of the above required Certificates shall provide that the coverage therein afforded shall not be canceled or reduced except by written notice to City given at least thirty (30) days prior to the effective date of such cancellation or reduction.

ARTICLE XVI- TAXES AND CONTRIBUTIONS:

The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect, and save harmless the City from and against the payment of:

- A) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees, by whomsoever employed or engaged in the work to be performed and furnished under this Agreement.
- B) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons or agents acting for, through or under it or any of them, by reason of the performance of the work or the acquisition, ownership, furnishing or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.
- C) All pension, welfare, vacation, annuity, and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Agreement.

ARTICLE XVII – MISCELLANEOUS:

- A) Failure of a party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.
- B) The Contractor agrees that it is not, and will not become, in arrears to the City upon any contract, debt, or obligation to the City, including real property and personal property taxes.
- C) The singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- D) If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to person or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- E) Insolvency Proceedings: Contractor is not involved in any proceeding by or against it in any court under the Bankruptcy Code or any other insolvency or debtor's relief act, whether state or federal, or for the appointment of a trustee, receiver, liquidator, assignee, or other similar official of Contractor or Contractor's property.
- F) Status of Contractor. Contractor is a Michigan corporation which is duly organized, validly existing, and in good standing under the laws of the State of Michigan; and, further, is properly authorized, according to its Articles of Incorporation, Bylaws, and duly adopted Resolution, to enter into and carry out the transactions contemplated by this Agreement.

ARTICLE XVIII - GENERAL:

Except as otherwise provided in Article III, this Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no other agreement or understanding shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto.

The Contractor represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents as provided in Article III, has investigated the nature, locality and site of the work, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the City, or of any of their respective officers, agents, servants or employees.

No waiver by the City of any provision of this Agreement shall be deemed to be waived of any other provisions hereof or of any subsequent breach by Contractor of the same or any other provision.

ARTICLE XVIII – PROJECT LABOR AND MATERIAL WARRANTEE:

The contractor agrees to provide unconditional **18 months warrantee** on labor and materials of its work, or the work performed by the contractor's employees or subcontractors hired by the contractor to perform work on this contract, if the damages or the repair is due to failure caused by workmanship or non-performing/failed materials.

ARTICLE XX - CERTIFICATIONS:

- A) The individual signing certifies that he/she is authorized to contract on behalf of the Contractor and to make these certifications.
- B) The individual signing certifies that the Contractor is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Contractor.
- C) The individual signing certifies that the Contractor meets the independence standards of the Government Auditing Standards issued by the Comptroller General of the United States.
- D) The individual signing certifies that he/she is aware that all individuals to be assigned to the audit have met the GAO Continuing Education Requirement of 80 hours of continuing education every two years; and that 24 hours of this education have been in subjects directly related to the auditing of government grants.
- E) The individual signing certifies that he/she has read and understands the GAO requirement of an external quality control review at least once every three years.
- F) The individual signing certifies that the Contractor, and any individuals to be assigned to the audit, do not have a record of substandard audit work and have not been debarred or suspended from doing work with any Federal, state or local government. (If the Contractor or any individual assigned to the audit has been found in violation of any state or AICPA professional standards, this information must be disclosed.)
- G) The individual signing certifies that the Contractor does carry professional malpractice insurance or is otherwise adequately self-insured.
- H) The individual signing certifies that the contractor does not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability, or any other basis prohibited by law. The contractor shall take affirmative action to ensure that employees are treated during their employment, without regard to race, color, religion, sex, age, national origin, disability, or any other basis prohibited by law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or forms of compensation; and selection for training, including apprenticeship. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability or any other basis prohibited by law.

ARTICLE XXI – “Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”:

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.](#), p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- G) Clean Air Act ([42 U.S.C. 7401-7671g](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671g](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- J) See [§ 200.323](#).
- K) See [§ 200.216](#).
- L) See [§ 200.322](#).

ARTICLE XXII – NON-COLLUSION AFFIDAVIT:

- 1) The person who is signing this contract agreement is authorized legally to represent **Led Lion Inc.** as the lowest qualified bidder.
- 2) The person who signing this contract agreement is fully informed concerning the preparation and contents of the attached bid and of all pertinent circumstances with respect to it.
- 3) The person who signing this contract agreement affirm the attached bid is genuine and not a collusive or sham bid.
- 4) The person who signing this contract agreement affirm that neither the person or entity submitting the attached bid, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest (including the undersigned), has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other person or entity submitting a bid, or with any person affiliated with such a person or entity, to submit a collusive or sham Quote in connection with the contract for which the attached bid has been submitted, or to refrain from submitting a bid in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other person or entity submitting a bid, or with any person affiliated with such a person or entity, to fix the price or prices in the attached bid or of any other bidder, or, to fix any overhead, profit, or cost element of the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Dearborn Heights or any person interested in the proposed contract.
- 5) The price, prices, and/or other terms quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest.

Name and Title of Person Signing

Sworn to and signed in my presence by: _____ on _____, 2023.

_____, Notary Public

Wayne County, Michigan

Acting in Wayne County, Michigan

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents as of the date executed below.

CITY OF DEARBORN HEIGHTS ("City")

By:

Name: Bill Bazzi

Title: Mayor

Dated:

Signature:

By:

Name: Lynne Senia

Title: Clerk

Dated:

Signature:

Genoa Contracting LLC. ("Contractor")

By:

Name:

Title:

Dated:

Signature:

Federal Tax ID #

Approved for the Agenda of:	
10/24/2023	Motion No.

7.C.



Community Economic Development

Bill Bazzi
Mayor

TO: Honorable Mayor Bill Bazzi
Honorable City Council Members

FROM: Hassane Jamal, Director

DATE: October 17, 2023

RE: CEDD Director Jamal - Bid Award - Eton Center Marquee Replacement

10/16/2023

Honorable council chair and members,

I'm requesting your approval for the following:

"Motion to approve awarding the HUD/CDBG fully funded – Eton Senior Center Improvement-Marquee Replacement Project - to the lowest qualified bidder Led Lion Inc. – 26384 Woodworth Circle, Dearborn Heights, MI 48127 In the amount of \$24,450.00 according to the attached bid responses package as stated on "Bid Response Form Page #1"

Further, approve the contract agreement (pre-approved by the CEDD Assistant Corporation Counsel) as attached and authorize the mayor and the clerk to sign it.

Additionally, authorize the CEDD -Director to approve necessary change orders up to (20% of the bid amount) \$4,890.00 and the mayor plus the comptroller or the clerk to issue and sign the necessary warrants for a total amount of amounts not to exceed \$29,340.00 logged to CDBG fund 103- Eton Senior Center Improvement- general ledger tracking accounts.

Furthermore, authorize the treasurer to pay them from the unrestricted general fund pool bank account to be reimbursed from the US treasury accordingly.

Also, authorize the comptroller to return the bid bonds/cashier checks to the unsuccessful bidders.

Thank you,

Hassane Jamal

Attachments:

The bid response package includes a contract agreement.

Attachments:

1. Eton Center Marquee Replacement Project



Bill Bazzi
Mayor

Hassane Jamal
Director
Community and Economic Development

10/16/2023

Honorable council chair and members,

I'm requesting your approval for the following:

*"Motion to approve awarding the HUD/CDBG fully funded - **Eton Senior Center Improvement-Marquee Replacement Project** - to the lowest qualified bidder **Led Lion Inc. – 26384 Woodworth Circle, Dearborn Heights, MI 48127** In the amount of **\$24,450.00** according to the attached bid responses package as stated on "Bid Response Form Page #1"*

Further, approve the contract agreement (pre-approved by the CEDD Assistant Corporation Counsel) as attached and authorize the mayor and the clerk to sign it.

*Additionally authorize the CEDD -Director to approve necessary change orders up to (20% of the bid amount) **\$4,890.00 and** the mayor plus the comptroller or the clerk to issue and sign the necessary warrants for a total amount of amounts not to exceed **\$29,340.00** logged to CDBG fund 103- Eton Senior Center Improvement- general ledger tracking accounts.*

Furthermore, authorize the treasurer to pay them from the unrestricted general fund pool bank account to be reimbursed from the US treasury accordingly.

Also, authorize the comptroller to return the bid bonds/cashier checks to the unsuccessful bidders.

Thank you,

Hassane Jamal

Attachments:

- 1- Bid response package including contract agreement.

Community and Economic Development Department • 26155 Richardson,
Dearborn Heights, MI 48127 • (313) 791-3500

CITY OF DEARBORN HEIGHTS



Name of Bid: Eton Senior Center- Marquee Replacement Project

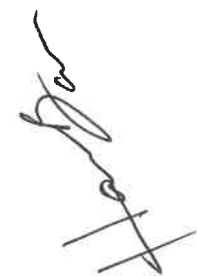
Bid Date 10/3/2023

Bidder	Bid Deposit	Bid Amount	Notes
Led Lion Inc 26384 Woodworth Circle Dearborn Heights, MI 48127	No Bid Deposit <i>Received 01/06/23</i> <i>H. J. J. J.</i>	<u>\$24,450.00</u>	<i>Lowest Qualified Bidder</i>
Decima LLC 16870 Schafer Hwy Detroit, MI 48235	No Bid Deposit	\$40,500.00	
			Opened By- Mathew Paul Witnesses 1. Cyndi King 2. Mahdi Beydoun 10/3/23 3:00 p.m.

10/9/2023
H. J. J. J.

CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
ETON MARQUEE SIGN IMPROVEMENT PROJECT
CEDD/CDBG PROGRAM YEAR 2023-24

TASK NAME	TASK SPECIFICATIONS	TASK COST
#1 Eton Cafeteria Windows	<u>ETON MARQUEE SIGN IMPROVEMENT PROJECT</u> General standards A- Overall Marquee sign shall be (8) eight feet high (including foundation) from grade and shall be comprised of masonry brick or sculptured block, erected at the front property line. B- The maximum area of monument sign shall not exceed (40) forty square feet. C- Sign must be double sided D- All electrical required sign to work E- See attached features for sign.	\$ 24,250
	Secure the required building permits from the Dearborn Heights Building & Engineering Dept. NOTE: Contractor must contact the Community and Economic Development Department for the final building inspection. All work must comply with state and local codes.	\$200
	Total Bid (add all Task Costs)	\$24,450


CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
ETON MARQUEE SIGN IMPROVEMENT PROJECT
CEDD/CDBG PROGRAM YEAEER 2023-24

Spec.

List	Item	Description
1	Pixel Pitch	6mm
2	Color	Black
3	Pixel Density	10000/㎡
4	Pixel composition	1RGB
5	LED Type	SMD346
6	Module Resolution	48*48
7	Power Consumption of Module	30W
8	The Optimum Viewing Distance	10m~50m
9	The Optimum Viewing Angle	110°/70°
10	Power Supply	Meanwell 5v 350w Max
11	Maximum Power Consumption	960W/whole display
12	Typical Power Consumption	300W/whole display
13	Cabinet Size	4'x8'
14	Net size of the display	4'x8'
15	Cabinet Resolution	384*192
16	Cabinet Weight	120Kg Water-proof
17	Service Type	Front Module
18	Driving Method	1/4 Scan Constant Current Driving
19	Frame Frequency	≥60Hz/s
20	Refresh Rate	≥360Hz/s
21	White Balance Luminance(CD/㎡)	≥8000cd/㎡
22	Operating Environment Temperature	-20℃---60℃ Optional
23	Operating Voltage	110V±10%
24	Grey Scale	Display Colors≥16.7M
25	Brightness Adjustment	1024 grades of each color(R.G.B)can be adjusted manually and 8 levels of each color can be adjusted automatically
26	Input Signal	Character,graphic and video.
27	Control System	Offline controllor system
28	Average No Failure Time	> 15000 hours
29	Life-span	> 100000 hours
30	Failure rate	< 0.0001
31	Transmitting Distance	Ethernet cable:< 100m, Wireless: 1 Mile Line of Sight Range

CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER IMPROVEMENTS
MARQUEE REPLACEMENT PROJECT

BID RESPONSE FORM PAGE #1

NOTICE

FAILURE TO COMPLETE THIS FORM SHALL RESULT IN YOUR RESPONSE BEING DEEMED NON-RESPONSIVE AND REJECTED WITHOUT ANY FURTHER EVALUATION.

THIS PROJECT IS FUNDED PARTIALLY/FULLY BY FEDERAL FUNDS FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ADMINISTERED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

THIS PROJECT IS SUBJECT TO ALL APPLICABLE HUD RULES AND REGULATIONS INCLUDING FEDERAL DAVIS-BACON WAGE RULES AND REGULATIONS AND ALL APPLICABLE CITY REGULATIONS.

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with the City's Sealed Bid, which includes all documents outlined in the Bid Package Index.

AGREE: PLEASE SIGN AND COMPLETE BID DOCUMENTS



DATE: 9 /30/ 2023

DISAGREE: STOP HERE YOU ARE NOT QUALIFIED TO BID

<u>Twenty four thousand four hundred and fifty</u>	<u>\$24,450</u>
(Total Figure Written)	(Total Figure)
(Total figure from itemized bid sheets)	

CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER IMPROVEMENTS
MARQUEE REPLACEMENT PROJECT

BID RESPONSE FORM PAGE #2

ADDENDA:

The undersigned has read, understands and is fully cognizant of the information to Respondents, Offer and Form of Contract, all Sections thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): none. In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the City, and to enter a Contract with the City, in accordance with all terms and bid documents as indicated in the bid table of content, and addenda in the Request for Response, as well as the Form of Contract, together with any written addendum as specified above.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the Sealed Bid and will be in-compliance with such requirements. By submitting this Response Form, the Respondent represents that: 1) the Respondent is in compliance with any applicable City and HUD regulations, and 2) if awarded a contract to provide the services required in the Sealed Bid, the Respondent will comply with the requirements set forth in the Sealed Bid and (3) Respondent will sign the Construction / installation / installation Contract (attached to Bid Package for reference) if awarded the Contract. Failure to sign the Construction / installation / installation Contract within fourteen (14) days of notification of award of contract will result in a breach and Respondent will forfeit his/her bid bond.

NONCOLLUSION:

The undersigned, by submission of this Response Form, hereby declares that this Response is made without collusion with any other business making any other Response, or which otherwise would make a Response.

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements of this SEALED BID. The undersigned also certifies it has read and understands all Bid Documents as outlined in the "Bid Index Page".

MANDATORY SITE VISIT:

To schedule the mandatory walk thru for this Bid please contact:

Hassan Bazzi

Phone: 313-791-3504

Email: hbazzi@dearbornheightsmi.gov

Address: 26155 Richardson, Dearborn Heights, MI 48127

CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER IMPROVEMENTS
MARQUEE REPLACEMENT PROJECT

BID RESPONSE FORM PAGE #3

No Response shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Company Name The Led Lion

Name: Alex Mokahal

Address: 26384 Woodward Cir.

Phone: 313-492-4443

City D. Heights

State MI

Zip 48127

Fax:

Signature of Person Authorized to Sign:



Printed Name: Alex Mokahal

Title: G. C

Federal Tax ID 45-5260352

Acknowledged before me by Hussein Mokahal (name) as _____

General ~~Manager~~ Contractor, The Led Lion Inc

(title) of (Company)
or October (month),
2023 (Year)) this 2nd (day)

Notary Signature:

My Commission Expires: 05/06/2028

Affix Seal



CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER IMPROVEMENTS
MARQUEE REPLACEMENT PROJECT

MANDATORY SITE VISITATION ACKNOWLEDGEMENT

I Alex Mokahal On behalf of The led Lion Inc
(Print name) (Print company name)

have visited the locations specified in this bid packet and made all the appropriate measurements, quotations, pictures, etc., as deemed necessary for this bid.



CDBG Rehabilitation Specialist

To schedule the mandatory walk thru for this Bid please contact:
Hassan Bazzi
Phone: 313 -791- 3504 Fax: 313 -791- 3501
Email: hbazzi@dearbornheightsmi.gov
Address: 26155 Richardson, Dearborn Heights, MI 48127

Cashier's Check - Customer Copy

No. 1618326174

Date 10/06/23 04:40:31 PM

30-1/1140

Void After 90 Days

NTX

FORD/ TELEGRAPH

0006 0000447 0174



\$1,250.00

Pay

One Thousand Two Hundred Fifty and 00/100 Dollars

To The CITY OF DEARBORN HEIGHTS
Order Of

Not-Negotiable
Customer Copy
Retain for your Records

Remitter (Purchased By): THE LED LION INC

Bank of America, N.A.
SAN ANTONIO, TX

001641007111

Eton
Marquee
Bid



Cashier's Check

No. 1618326174

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

Date 10/06/23 04:40:31 PM

30-1/1140

NTX

FORD/ TELEGRAPH

0006 0000447 0174



\$1,250.00

Pay

One Thousand Two Hundred Fifty and 00/100 Dollars

To The CITY OF DEARBORN HEIGHTS
Order Of

Remitter (Purchased By): THE LED LION INC

Bank of America, N.A.
SAN ANTONIO, TX

AUTHORIZED SIGNATURE

[Signature]

⑈ 1618326174 ⑈ 1140000190 001641007111 ⑈

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

**CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER IMPROVEMENT
Marquee Replacement Project
CONTRACT AGREEMENT**

ATTENTION: THIS PROJECT IS FUNDED PARTIALLY/FULLY BY FEDERAL FUNDS FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ADMINISTERED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS PROJECT IS SUBJECT TO ALL APPLICABLE HUD RULES AND REGULATIONS INCLUDING FEDERAL DAVIS-BACON WAGE RULES AND ALL APPLICABLE CITY REGULATIONS.

ARTICLE I - PARTIES OF AGREEMENT: REGULATIONS

This agreement ("Agreement") is entered into the date executed below, between the City of Dearborn Heights hereinafter referred to as "City", and hereafter referred to as "Contractor", with its principal offices located at 26384 Woodworth Circle, Dearborn heights 48127. This Agreement formalizes the understanding between the City and Contractor Name: Led Lion Inc. stemming from the City's Eton Senior Center Improvement-Marquee Replacement Project.

ARTICLE II - WORK TO BE PERFORMED (Scope of Work):

Except as otherwise provided herein, Contractor shall furnish all labor, material, tools, equipment, supervision, and services necessary to properly execute and complete the Project. The Project shall be performed by Contractor in good and workman like manner strictly in accordance with the City's request for bids, the City's bid conditions and obligations and the Contractor's bid, all of which are incorporated by reference. The Project will commence within ten (10) days upon execution of the Agreement and shall be completed no later than 60 days from this agreement execution, extensions are allowable and approved by the project manager based on case-by-case situations, otherwise, the Contractor will be subject to liquidated damages.

ARTICLE III- TERMS INCORPORATED BY REFERENCE

This Agreement incorporates the City's Advertisement for Bids and all documents contained therein, and the Contractor's bid as submitted by reference ("Contract Documents"). Contractor shall be bound by the terms of the Agreement between City and Contractor and all documents incorporated therein.

ARTICLE IV - COMPENSATION:

The contractor agrees that the total quoted price amount \$ 24,450 twenty four and four hundreds fifty as set forth in its Contract Documents, namely the bid itemizations/specifications shall be price used to compensate Contractor per unit.

ARTICLE V - PAYMENTS:

- A) INVOICES - The Contractor will be paid on a regular basis, no later than thirty (30) days after receipt of proper invoices, certifications, and progress reports.
- B) PAYMENT/BOND - Payments will be made on a reimbursement basis for services and work actually and satisfactorily performed to the reasonable discretion of the City ("Final Acceptance"), subject to payment of the final invoice being withheld pending final completion and acceptance of the work.
- C) FINAL PAYMENT - A final payment consisting of the unpaid balance of the Contractor's Compensation shall be made within ten (10) days after both of the following occur: (a) full completion of the work by contractor, (b) Final Acceptance of the work by the City.

ARTICLE VI - SPECIAL REQUIREMENTS:

SCHEDULE - Time is the essence of this Agreement and the Project shall be performed in accordance with the City's Request for Bids and the City's Bid Conditions and Obligations for this Program. The contractor agrees to commence the Project under this Agreement after a pre-construction/pre-installation meeting has been held and to perform all parts of the Project punctually and diligently.

If the Contractor is behind in the Project hereunder, fails or refuses to supply sufficient workmen, or to deliver materials or equipment on schedule, and delays progress of the Project; or if the different parts thereof are not commenced, performed, finished and delivered on time, City shall have the right to direct the Contractor to furnish additional labor and expedite deliveries of material and equipment at contractor's cost and expense. If such additional labor is not available, City has the right to require Contractor at the Contractor's cost, to work overtime or additional shifts (and/or weekends and holidays) to such an extent as will be sufficient to speed up and complete the Project in accordance with a progress schedule.

If City incurs any cost associated with the Contractor's delay with respect to the completion dates identified in Article II, the Contractor is to reimburse City for all costs associated with Contractor's delay including any liquidated damages assessed against City

ARTICLE VII - CHANGES:

- A) Definitions- Change Order: A written order signed and issued by the City, namely the Director/Project Manager and his authorized representative to sign and issue the original Agreement, directing the City to make changes to Article II (Scope of Work) of this Agreement.
- Contract Modification: Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provision of the Agreement must be accomplished by mutual action of the parties to the Agreement.
- B) The city may request changes to the Scope of Work/Services to be furnished or performed by the Contractor under the Agreement, as well as changes in the time of performance of the Agreement. All such changes shall be authorized by with Change Order or Contract Modification, as those terms are defined in this Agreement.
- C) Contractor acknowledges that any change in the Agreement price represents full compensation for all costs associated with the change request, including delay costs, impacts, acceleration, disruption, consequential damages, and any other costs of any nature.
- D) No action, conduct, omission, prior failure, or course of dealing by the City shall act to waive, modify, change, or alter the requirement that Contract Modifications must be in writing and signed by the Owner and the Contractor. The Contractor further acknowledges that Change Orders and Contract Modifications are the exclusive method for effecting any change to the Agreement.

ARTICLE VIII - SUBLETTING - ASSIGNMENT:

No part of this Agreement, nor any interest or monies due therein, may be assigned, sublet, or transferred without the City's written consent and/or approval of the assignment. The contractor is liable to City for all acts and omissions of its subcontractors, assignees, or transferees.

ARTICLE IX - TERMINATION:

City shall have the right to terminate this Agreement with or without cause, for the convenience of City. In the event of termination for the City's convenience, compensation to Contractor shall be made on the same basis as that provided for in the Agreement between City and Contractor or Contract Documents, or in the absence of applicable provisions, then based on the percentage of the work completed as of the date of termination. In no event shall the Contractor be entitled to the anticipated profits.

ARTICLE X - INDEMNITY AND RESPONSIBILITY:

The contractor specifically obligates itself to the City in the following respects (and this agreement is made upon such express condition) to wit.

- A) To indemnify City, including its elected officials, employees, volunteers, and representatives against and save them harmless from any and all claims, suits, liability, expense, including attorney's fees or damage for alleged or actual infringement or violation of any patent or patent right arising in connection with this Agreement and anything done thereunder.
- B) To protect, hold free and harmless defend and indemnify City including its elected officials, employees, volunteers, and representatives from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees resulting from injury or death sustained by any person (including Contractor's employees) or damage to property of any kind, which injury, death or damage arises out of or is in any way connected with the performance of work under this contract, except that said agreement shall not be applicable to injury, death or damage to property arising from the sole negligence or willful misconduct of Owner, its elected officials, employees, volunteers, and representatives who are directly responsible to the Contractor. This indemnification agreement shall extend to all claims of this Agreement asserted after termination, for whatever reason.
- C) To warrant and guarantee the work and materials covered by this Agreement and agrees to make good at its expense, any defect in materials or workmanship, including the restoration of work of other subcontractors that has been affected. To indemnify City for any loss that may be caused by breach of said warranty and guarantee.
- D) To obtain and pay for all permits, licenses and official inspections made necessary by its work and to comply with all laws, ordinances and regulations bearing on its work and the conduct thereof.
- E) To be fully and exclusively responsible for, and to pay when due, any and all applicable contribution allowances of other payments or deductions, however termed, required by union labor agreements or required by law now or hereafter in force.

Contractor shall indemnify City against, and save it harmless from any and all loss, damages, costs, expenses, and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions or covenant of this Agreement.

At any time before final settlement of adjudication of any loss, damage, liability, claim, demand, suit or cause of action for which the Contractor in this Agreement agrees to indemnity and save harmless the City.

ARTICLE XI - CLEAN-UP:

Contractors shall clean up and remove all rubbish and debris caused by its operations and employees. Otherwise, after a (48) Hour written Notice, City shall proceed with this work and charge Contractor for all costs plus a 10% mark-up for overhead and profit.

ARTICLE XII- SAFETY:

Contractor shall carry on its work in a safe manner, in accordance with the regulations of the latest revised edition of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc., for the protection of persons and property at the site, and Contractor agrees to abide by all applicable Federal, State and Local laws, ordinances, regulations, standards and rules having reference to safety. Contractor agrees to be solely responsible for the protection and safety of its workmen, for the final selection of safety methods, means and safeguards, for the daily inspection of the work area, and for the instruction of its workmen on safety, including attending and/or conducting safety meetings at least once a week.

ARTICLE XIII - EQUAL EMPLOYMENT OPPORTUNITY:

A) During the performance of this Agreement, the Contractor, for itself, its members, officers, directors, and employees in interest agrees as follows:

Non-discrimination: The Contractor with regard to the Services to be performed under this Agreement shall not discriminate on grounds prohibited by federal, state or local constitution, law, statute or ordinance in:

1. The selection and retention of subcontractors or the procurement of materials and leases of equipment.
2. The Contractor agrees that it will not discriminate against any person, employee, consultant, or applicant for employment with respect to his/her hire tenure, terms, conditions, or privileges or employment or hire of employees, consultants or applicants for employment.

B) Solicitations for Subcontractors: In all solicitations made by the Contractor for work to be performed under a subcontract, each potential subcontractor shall be notified by the Contractor of the Contractor's obligations under this Agreement, and the regulations relative to non-discrimination.

C) Sanctions for Noncompliance: In the event of noncompliance with the non-discrimination provisions of this Agreement and the City's Non-Discrimination Clause, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under this Agreement until the Contractor complies; and/or
2. cancellation, termination, or suspension of this Agreement, in whole or in part; and/or
3. The imposition of liquidated damages (not a penalty) in the amount of \$500.00 per day, for each day that the Contractor shall fail to comply with said requirements, as determined by the Comptroller, in consultation with the Community and Economic Development Director.

ARTICLE XIV - DEFAULT:

A) If the Contractor:

1. fails to supply complete labor, materials, equipment and supervision in sufficient time and quantity to meet the City's progress schedule (as outlined in Article II of this Agreement) as it may be modified.
2. causes stoppage or delay of, or interference with the project.
3. fails to promptly pay its subcontractors (if applicable), laborers, suppliers, material, men and/or employees for work on the project.
4. fails to pay worker's compensation or other employee benefits, withholding or any other taxes.
5. fails to comply with the safety provisions of this Agreement or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project.

6. makes unauthorized changes in supervisory personnel.
7. fails in the performance or observance of any of the provisions of this contract; or
8.
 - a) files a voluntary petition in bankruptcy or is adjudicated insolvent.
 - b) obtains an order for relief under Section 301 of the Bankruptcy Code.
 - c) files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency, or other relief of debtors.
 - d) or seeks or consents to or is acquiescent in the appointment of any trustee, receiver, or liquidator of any of its assets or property.
 - e) makes an assignment for the benefit of creditors; or
 - f) makes an admission, in writing, of its inability to pay its debts as they became due.

B) Then City, after giving the Contractor written or oral (subsequently confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

- 1) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
 - a) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment, facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and
 - b) Recover from Contractor all costs incurred by City to complete the work plus a 10% mark-up for overhead and profit, and further recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

ARTICLE XV- INSURANCE:

Before Contractor does any work at, or prepares to deliver material to the City, the Contractor shall provide a Certificate of Insurance, issued by a financially responsible insurance company licensed to write insurance in the State of Michigan, evidencing coverage in amounts not less than required by specifications or as follows:

- A) Workers' Compensation: to the extent and at least the minimum amount required by the laws of the state in which work is to be performed.
- B) Commercial General, Professional and Automobile Liability (if applicable): in the amount of One Million Dollars (\$1,000,000.00) for any one occurrence, and Two Million Dollars (\$2,000,000.00) aggregate. The coverage shall apply to all work and activities performed by Contractor with respect to the Scope of Work/Services for the Project. In addition, Contractor shall provide a statement from its insurer(s) noting that the work and activities to be performed by the Contractor with respect to the project, is not excluded from coverage.
- C) No payments will be made to the Contractor until current certificates of insurance have been received and approved. Insurance companies, named insured and policy forms shall be subject to the City's approval. In the event the coverage evidenced by any such Certificate is canceled or reduced, Contractor shall procure and furnish to City before the effective date of such cancellation, new Certificates conforming to the above requirements. Until evidence of conformity is received, services and related payments will be suspended.
- D) Hold Harmless Agreement: Contractor shall assume liability and indemnify City from and against any liability and all loss, costs, damages, expenses, including attorney fees, on account of claims per personal injury, including death, sustained by any person or persons whosoever, including employees of Contractor, and for injury to or destruction of property of a person or organization, including loss of use thereof, arising out of the performance of the work under this agreement, excepting only such matters caused solely and exclusively by the fault or negligence of the City.

If applicable, the subcontractor shall have its own insurance company naming Contractor and the City as Additional Insured with the following clause added: "The insurance afforded to the Additional Insured is Primary Insurance. If the additional insured has other insurance which is applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance."

Each of the above required Certificates shall provide that the coverage therein afforded shall not be canceled or reduced except by written notice to City given at least thirty (30) days prior to the effective date of such cancellation or reduction.

ARTICLE XVI- TAXES AND CONTRIBUTIONS:

The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect, and save harmless the City from and against the payment of:

- A) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees, by whomsoever employed or engaged in the work to be performed and furnished under this Agreement.
- B) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons or agents acting for, through or under it or any of them, by reason of the performance of the work or the acquisition, ownership, furnishing or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.
- C) All pension, welfare, vacation, annuity, and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Agreement.

ARTICLE XVII – MISCELLANEOUS:

- A) Failure of a party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.
- B) The Contractor agrees that it is not, and will not become, in arrears to the City upon any contract, debt, or obligation to the City, including real property and personal property taxes.
- C) The singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- D) If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to person or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- E) Insolvency Proceedings: Contractor is not involved in any proceeding by or against it in any court under the Bankruptcy Code or any other insolvency or debtor's relief act, whether state or federal, or for the appointment of a trustee, receiver, liquidator, assignee, or other similar official of Contractor or Contractor's property.
- F) Status of Contractor. Contractor is a Michigan corporation which is duly organized, validly existing, and in good standing under the laws of the State of Michigan; and, further, is properly authorized, according to its Articles of Incorporation, Bylaws, and duly adopted Resolution, to enter into and carry out the transactions contemplated by this Agreement.

ARTICLE XVIII - GENERAL:

Except as otherwise provided in Article III, this Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no other agreement or understanding shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto.

The Contractor represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents as provided in Article III, has investigated the nature, locality and site of the work, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the City, or of any of their respective officers, agents, servants or employees.

No waiver by the City of any provision of this Agreement shall be deemed to be waived of any other provisions hereof or of any subsequent breach by Contractor of the same or any other provision.

ARTICLE XVIII – PROJECT LABOR AND MATERIAL WARRANTEE:

The contractor agrees to provide unconditional **18 months warrantee** on labor and materials of its work, or the work performed by the contractor's employees or subcontractors hired by the contractor to perform work on this contract, if the damages or the repair is due to failure caused by workmanship or non-performing/failed materials.

ARTICLE XX - CERTIFICATIONS:

- A) The individual signing certifies that he/she is authorized to contract on behalf of the Contractor and to make these certifications.
- B) The individual signing certifies that the Contractor is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Contractor.
- C) The individual signing certifies that the Contractor meets the independence standards of the Government Auditing Standards issued by the Comptroller General of the United States.
- D) The individual signing certifies that he/she is aware that all individuals to be assigned to the audit have met the GAO Continuing Education Requirement of 80 hours of continuing education every two years; and that 24 hours of this education have been in subjects directly related to the auditing of government grants.
- E) The individual signing certifies that he/she has read and understands the GAO requirement of an external quality control review at least once every three years.
- F) The individual signing certifies that the Contractor, and any individuals to be assigned to the audit, do not have a record of substandard audit work and have not been debarred or suspended from doing work with any Federal, state or local government. (If the Contractor or any individual assigned to the audit has been found in violation of any state or AICPA professional standards, this information must be disclosed.)
- G) The individual signing certifies that the Contractor does carry professional malpractice insurance or is otherwise adequately self-insured.
- H) The individual signing certifies that the contractor does not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability, or any other basis prohibited by law. The contractor shall take affirmative action to ensure that employees are treated during their employment, without regard to race, color, religion, sex, age, national origin, disability, or any other basis prohibited by law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or forms of compensation; and selection for training, including apprenticeship. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability or any other basis prohibited by law.

ARTICLE XXI – “Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”:

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- G) Clean Air Act ([42 U.S.C. 7401-7671g](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671g](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- J) See [§ 200.323](#).
- K) See [§ 200.216](#).
- L) See [§ 200.322](#).

ARTICLE XXII – NON-COLLUSION AFFIDAVIT:

- 1) The person who is signing this contract agreement is authorized legally to represent **Led Lion Inc.** as the lowest qualified bidder.
- 2) The person who signing this contract agreement is fully informed concerning the preparation and contents of the attached bid and of all pertinent circumstances with respect to it.
- 3) The person who signing this contract agreement affirm the attached bid is genuine and not a collusive or sham bid.
- 4) The person who signing this contract agreement affirm that neither the person or entity submitting the attached bid, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest (including the undersigned), has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other person or entity submitting a bid, or with any person affiliated with such a person or entity, to submit a collusive or sham Quote in connection with the contract for which the attached bid has been submitted, or to refrain from submitting a bid in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other person or entity submitting a bid, or with any person affiliated with such a person or entity, to fix the price or prices in the attached bid or of any other bidder, or, to fix any overhead, profit, or cost element of the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Dearborn Heights or any person interested in the proposed contract.
- 5) The price, prices, and/or other terms quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest.

Name and Title of Person Signing

Sworn to and signed in my presence by: _____ on _____, 2023.

_____, Notary Public

Wayne County, Michigan

Acting in Wayne County, Michigan

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents as of the date executed below.

CITY OF DEARBORN HEIGHTS ("City")

By:

Name: Bill Bazzi

Title: Mayor

Dated:

Signature:

By:

Name: Lynne Senia

Title: Clerk

Dated:

Signature:

Led Lion Inc. ("Contractor")

By:

Name:

Title:

Dated:

Signature:

Federal Tax ID #

Approved for the Agenda of:	
10/24/2023	Motion No.

7.D.



Community Economic Development

Bill Bazzi
Mayor

TO: Honorable Mayor Bill Bazzi
Honorable City Council Members

FROM: Hassane Jamal, Director

DATE: October 17, 2023

RE: CEDD Director Jamal - Bid Award - Eton Center External Doors Replacement

10/16/2023

Honorable council chair and members,

I'm requesting your approval for the following:

"Motion to approve awarding the HUD/CDBG fully funded – Eton Senior Center Improvement- External Doors Replacement Project to the lowest qualified bidder, Led Lion Inc. Located at: 26384 Woodworth Circle, Dearborn Heights, MI 48127 In the amount of \$31,680.00 according to the attached bid responses package as stated on "Bid Response Form Page #1"

Further, approve the contract agreement (pre-approved by the CEDD Assistant Corporation Counsel) as attached and authorize the mayor and the clerk to sign it.

Additionally, authorize the CEDD -Director to approve necessary change orders up to (20% of the bid amount) \$6,336.00 and the mayor plus the comptroller or the clerk to issue and sign the necessary warrants for a total amount of amounts not to exceed \$38,016.00 logged to CDBG fund 103- Eton Senior Center Improvement- general ledger tracking accounts.

Furthermore, authorize the treasurer to pay them from the unrestricted general fund pool bank account to be reimbursed from the US treasury accordingly.

Also, authorize the comptroller to return the bid bonds/cashier checks to the unsuccessful bidders.

Thank you,

Hassane Jamal

Attachments:

Bid response package including contract agreement.

Attachments:

1. Eton Center External Doors Replacement Project



Bill Bazzi
Mayor

Hassane Jamal
Director
Community and Economic Development

10/16/2023

Honorable council chair and members,

I'm requesting your approval for the following:

*"Motion to approve awarding the HUD/CDBG fully funded - **Eton Senior Center Improvement- External Doors Replacement Project** to the lowest qualified bidder **Led Lion Inc. Located at: 26384 Woodworth Circle, Dearborn Heights, MI 48127** In the amount of **\$31,680.00** according to the attached bid responses package as stated on "Bid Response Form Page #1"*

Further, approve the contract agreement (pre-approved by the CEDD Assistant Corporation Counsel) as attached and authorize the mayor and the clerk to sign it.

*Additionally authorize the CEDD -Director to approve necessary change orders up to (20% of the bid amount) **\$6,336.00** and the mayor plus the comptroller or the clerk to issue and sign the necessary warrants for a total amount of amounts not to exceed **\$38,016.00** logged to CDBG fund 103- Eton Senior Center Improvement- general ledger tracking accounts.*

Furthermore, authorize the treasurer to pay them from the unrestricted general fund pool bank account to be reimbursed from the US treasury accordingly.

Also, authorize the comptroller to return the bid bonds/cashier checks to the unsuccessful bidders.

Thank you,

Hassane Jamal

Attachments:

- 1- Bid response package including contract agreement.

Community and Economic Development Department • 26155 Richardson,
Dearborn Heights, MI 48127 • (313) 791-3500

CITY OF DEARBORN HEIGHTS



Name of Bid: Eton Senior Center- External Door Replacement Project

Bid Date 10/3/2023

Bidder	Bid Deposit	Bid Amount	Notes
Led Lion Inc 26384 Woodworth Circle Dearborn Heights, MI 48127	No bid deposit <i>Received on 10/16/23</i> <i>H. Paul</i>	<u>\$31,680.00</u>	<i>Lowest Qualified Bidder</i>
Decima LLC 16870 Schafer Hwy Detroit, MI 48235	No Bid Deposit	\$45,000.00	
Detroit Glass and Door LLC 250 E. Harbortown Dr Detroit, MI 48207	5% Bid Bond	\$46,500.00	
Environmental Glass, Inc 12675 Marlin Drive Redford, MI 48239	5% Bid Bond	\$95,000.00	
			Opened By- Matthew Paul Witnesses 1. Cyndi King 2. Mahdi Beydoun 10/3/23 3:00 p.m.

H. Paul
10/19/2023

CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER IMPROVEMENTS
EXTERNAL DOORS REPLACEMENT PROJECT
SPECIFICATIONS

ITEMIZATION SHEET (\$\$) FOR:

CITY OF DEARBORN HEIGHTS, COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER IMPROVEMENTS, DOORS INSTALLATION PROJECT
4900 PARDEE, DEARBORN HEIGHTS, MI 48125

# / TASK NAME	PRIMARY BID ITEMIZATIONS/SPECIFICATIONS	TOTAL COST
#1 ELECTRIC TUBE	ENTRANCE DOORS A. Remove and replace rusted electric tube on both outside entrance door's handicap push access door button.	\$750
#2 DOORS REPLACEMENT	DOORS REPLACEMENT: A. Remove and replace (4) total single doors on the westside of the building same as existing including associated frame, transoms, flashing and trim, metal panels, glazing, finish hardware and joint sealants for complete doors replacement, include panic bars, self-closure, all necessary hardware and lock sets. B. Remove and replace (2) pavilion entrances double doors and frame system include panic bars, self-closure, all necessary hardware and lock sets with glass doors and frame, full view, with tempered glass, include panic bars, self-closure, all necessary hardware and lock sets.	\$29,750



CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER IMPROVEMENTS
EXTERNAL DOORS REPLACEMENT PROJECT
SPECIFICATIONS

ITEMIZATION SHEET (S) FOR:

CITY OF DEARBORN HEIGHTS, COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER IMPROVEMENTS, DOORS INSTALLATION PROJECT
4900 PARDEE, DEARBORN HEIGHTS, MI 4812

# / TASK NAME	PRIMARY BID ITEMIZATIONS/SPECIFICATIONS	TOTAL COST
Scope of work:	1. Comply with all, general requirements. 2. Comply with ADA 3. Provide permits for your work 4. Comply with Davis Bacon Prevailing Wages applicable to this project 5. Provide shop drawings, submittals, as-builts, O and M's, closeout documents 6. Provide equipment for your work 7. Provide dumpsters for your work 8. Provide final cleaning of your work 9. Remove and properly dispose existing hollow metal entrances, framing, transoms, metal panels, and hardware complete. Prep openings to receive new work. Coordinate with adjacent window removal by others. Assume positive ACM asbestos perimeter joint sealants and include ACM abatement as required. Work must be performed by certified and licensed asbestos abatement contractor. 10. Rework ceiling as required for new entrance framing systems at door transom framing that passes finish ceiling height. 11. Patch and prep concrete at threshold as required to receive new threshold.	

CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER IMPROVEMENTS
EXTERNAL DOORS REPLACEMENT PROJECT
SPECIFICATIONS

ITEMIZATION SHEET (S) FOR:

CITY OF DEARBORN HEIGHTS, COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER IMPROVEMENTS, DOORS INSTALLATION PROJECT
4900 PAEDEE, DEARBORN HEIGHTS, MI 48125

# / TASK NAME	PRIMARY BID ITEMIZATIONS/SPECIFICATIONS	TOTAL COST
Scope of work:	12. Furnish and install new aluminum framed entrances and storefront framing systems complete including associated door framing, transoms, trims, insulated metal panels, insulated glazing, finish hardware, joint sealants, etc. A. Entrance Framing to be 2"x4 1/2" aluminum with clear anodized finish including aluminum trims and break metal as required to provide a complete system and conceal additional depth of removed hollow metal frames as required for turn-key installation. B. Entrance doors to be standard stile and rail with clear anodized finish with 10" ADA bottom rail to include finish hardware package with weather stripping, continuous hinges, rim panic exit devices, exterior pulls, locks/cylinders, door closers, thresholds, etc. C. Glazing to be clear 1" insulated glass unit with 1/4" tempered lights, dual sealed spacer and PPG/ Vitro Solar ban 60 or equivalent Low E coating on surface #2 of the insulated glass units D. Metal panels above the ceiling level to be 1" insulated metal panels with smooth aluminum clear anodized skins. E. Provide 1" metal panel infill for boiler room entrance door in lieu of glass since vision glass is not required at this location F. Elastomeric silicone joint sealants at both interior and exterior 13. Provide and install rim panic exit device and pulls on south office entrance door. Make door and frame modifications as necessary to receive new hardware.	\$500 dumpster



CITY OF DEARBORN HEIGHTS
 COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
 ETON SENIOR CENTER IMPROVEMENTS
 EXTERNAL DOORS REPLACEMENT PROJECT
SPECIFICATIONS

ITEMIZATION SHEET (S) FOR:

CITY OF DEARBORN HEIGHTS, COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
 ETON SENIOR CENTER IMPROVEMENTS, DOORS INSTALLATION PROJECT
 4900 PARDEE, DEARBORN HEIGHTS, MI 48125

# / TASK NAME	PRIMARY BID ITEMIZATIONS/SPECIFICATIONS	TOTAL COST
	Secure the required building permits from the Dearborn Heights Building & Engineering Dept. NOTE: Contractor must contact the Community & Economic Development Department for the final building inspection. All work must comply with state & local codes.	\$680
	TOTAL BID AMOUNT (ENTER HERE AND ON BID RESPONSE FORM PAGE #1)	\$31,680



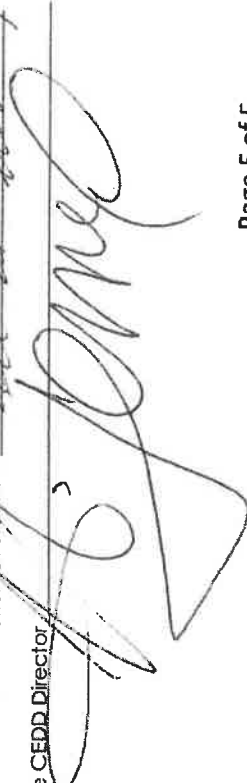
CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER IMPROVEMENTS
EXTERNAL DOORS REPLACEMENT PROJECT
SPECIFICATIONS

ITEMIZATION SHEET (S) FOR:
CITY OF DEARBORN HEIGHTS, COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER IMPROVEMENTS, DOORS INSTALLATION PROJECT
4900 PARDEE, DEARBORN HEIGHTS, MI 48127

# / TASK NAME	PRIMARY BID ITEMIZATIONS/SPECIFICATIONS	TOTAL COST
Monitoring Asbestos	<u>Removal of Asbestos should be coordinated for monitoring and clearance with the Dearborn Heights/CEDD/environmental consultant ETC.</u> <u>The program will cover the cost for monitoring and clearance.</u> <u>Contact person: Jeremy Westcott from ETC.</u> <u>Office: 734-955-6600</u> <u>Cell: 734-649-9680</u> <u>Email: jeremy.westcott@2etc.com</u>	THIS TASK COST WILL BE PAID BY THE CEDD.
		XXXXXXXXXXXX

Prepared by the CEDD Rehdg specialist Hassan Bazzi

Approved by the CEDD Construction Coordinator  P.E.

Authorized by the CEDD Director 

Ali M. Dib P.E.
Dearborn Heights
City Engineer

**CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER IMPROVEMENTS-EXTERNAL DOORS REPLACEMENT PROJECT**

BID RESPONSE FORM PAGE #1

NOTICE

FAILURE TO COMPLETE THIS FORM SHALL RESULT IN YOUR RESPONSE BEING DEEMED NON-RESPONSIVE AND REJECTED WITHOUT ANY FURTHER EVALUATION.

THIS PROJECT IS FUNDED PARTIALLY/FULLY BY FEDERAL FUNDS FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ADMINISTERED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

THIS PROJECT IS SUBJECT TO ALL APPLICABLE HUD RULES AND REGULATIONS INCLUDING FEDERAL DAVIS-BACON WAGE RULES AND REGULATIONS AND ALL APPLICABLE CITY REGULATIONS.

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with the City's Sealed Bid, which includes all documents outlined in the Bid Package Index.

AGREE: PLEASE SIGN AND COMPLETE BID DOCUMENTS

 DATE: 9 / 30 / 2023

DISAGREE: STOP HERE YOU ARE NOT QUALIFIED TO BID

Thirty one thousand six hundred and eighty \$ 31,680

(Total Figure Written)

(Total Figure)

(Total figure from itemized bid sheets)

**CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER IMPROVEMENTS-EXTERNAL DOORS REPLACEMENT PROJECT**

BID RESPONSE FORM PAGE #2

ADDENDA:

The undersigned has read, understands and is fully cognizant of the information to Respondents, Offer and Form of Contract, all Sections thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): none. In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the City, and to enter a Contract with the City, in accordance with all terms and bid documents as indicated in the bid table of content, and addenda in the Request for Response, as well as the Form of Contract, together with any written addendum as specified above.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the Sealed Bid and will be in-compliance with such requirements. By submitting this Response Form, the Respondent represents that: 1) the Respondent is in compliance with any applicable City and HUD regulations, and 2) if awarded a contract to provide the services required in the Sealed Bid, the Respondent will comply with the requirements set forth in the Sealed Bid and (3) Respondent will sign the Construction / installation / installation Contract (attached to Bid Package for reference) if awarded the Contract. Failure to sign the Construction / installation / installation Contract within fourteen (14) days of notification of award of contract will result in a breach and Respondent will forfeit his/her bid bond.

NONCOLLUSION:

The undersigned, by submission of this Response Form, hereby declares that this Response is made without collusion with any other business making any other Response, or which otherwise would make a Response.

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements of this SEALED BID. The undersigned also certifies it has read and understands all Bid Documents as outlined in the "Bid Index Page".

MANDATORY SITE VISIT:

To schedule the mandatory walk thru for this Bid please contact:

Hassan Bazzi

Phone: 313-791-3504

Email: hbazzi@earbornheightsmi.gov

Address: 26155 Richardson, Dearborn Heights, MI 48127

CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER IMPROVEMENTS-EXTERNAL DOORS REPLACEMENT PROJECT

BID RESPONSE FORM PAGE #3

No Response shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Company Name The Led Lion Inc

Name: Alex Mokahal

Address: 26384 Woodworth Cir.

Phone: 313-492-4443

City D. Heights

State MI

Zip 48127

Fax:

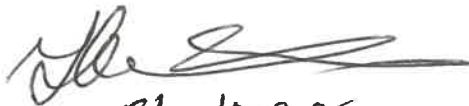
Signature of Person Authorized to Sign:

Printed Name: Alex Mokahal

Title: General Contractor

Federal Tax ID 45-5260352

Acknowledged before me by Hussein Mokahal (name) as General Contractor, The Led Lion Inc.
(title) of (Company)) this 2nd (day)
of October (month),
2023. (Year)

Notary Signature: 

My Commission Expires: 05/06/2028

Affix Seal



**CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER IMPROVEMENTS-EXTERNAL DOORS REPLACEMENT PROJECT**

MANDATORY SITE VISITATION ACKNOWLEDGEMENT

I Alex Mokachol On behalf of The Led Lion Inc
(Print name) (Print company name)

have visited the locations specified in this bid packet and made all the appropriate measurements, quotations, pictures, etc., as deemed necessary for this bid.


CDBG Rehabilitation Specialist

To schedule the mandatory walk thru for this Bid please contact:
Hassan Bazzi
Phone: 313 -791- 3504 Fax: 313 -791- 3501
Email: hbazzi@dearbornheightsmi.gov
Address: 26155 Richardson, Dearborn Heights, MI 48127

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Cashier's Check - Customer Copy

No. 1618326176

Void After 90 Days

30-1/1140

Date 10/06/23 04:40:31 PM

FORD/ TELEGRAPH

0006 0000447 0174

Pay

BANK OF AMERICA
SIX THOUSAND ONE HUNDRED AND NO/100 DOLLARS

****\$1,600.00****

One Thousand Six Hundred and 00/100 Dollars

To The 6045 FENTON

Order Of

Remitter (Purchased By): THE LED LION INC

Bank of America, N.A.
SAN ANTONIO, TX

ETON
External
Door
Bird

Not-Negotiable
Customer Copy
Retain for your Records

001641007111

BANK OF AMERICA

Cashier's Check

No. 1618326176

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

30-1/1140

Date 10/06/23 04:40:31 PM

FORD/ TELEGRAPH

0006 0000447 0174

BANK OF AMERICA
SIX THOUSAND ONE HUNDRED AND NO/100 DOLLARS

****\$1,600.00****

One Thousand Six Hundred and 00/100 Dollars

To The 6045 FENTON

Order Of

Remitter (Purchased By): THE LED LION INC

Bank of America, N.A.
SAN ANTONIO, TX

AUTHORIZED SIGNATURE

1618326176 001641007111

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

**CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER IMPROVEMENT
External Doors Replacement Project
CONTRACT AGREEMENT**

ATTENTION: THIS PROJECT IS FUNDED PARTIALLY/FULLY BY FEDERAL FUNDS FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ADMINISTERED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS PROJECT IS SUBJECT TO ALL APPLICABLE HUD RULES AND REGULATIONS INCLUDING FEDERAL DAVIS-BACON WAGE RULES AND ALL APPLICABLE CITY REGULATIONS.

ARTICLE I - PARTIES OF AGREEMENT: REGULATIONS

This agreement ("Agreement") is entered into the date executed below, between the City of Dearborn Heights hereinafter referred to as "City", and hereafter referred to as "Contractor", with its principal offices located at 26384 Woodworth Circle, Dearborn heights 48127. This Agreement formalizes the understanding between the City and Contractor Name: Led Lion Inc. stemming from the City's Eton Senior Center Improvement-External Doors Replacement Project.

ARTICLE II - WORK TO BE PERFORMED (Scope of Work):

Except as otherwise provided herein, Contractor shall furnish all labor, material, tools, equipment, supervision, and services necessary to properly execute and complete the Project. The Project shall be performed by Contractor in good and workman like manner strictly in accordance with the City's request for bids, the City's bid conditions and obligations and the Contractor's bid, all of which are incorporated by reference. The Project will commence within ten (10) days upon execution of the Agreement and shall be completed no later than 60 days from this agreement execution, extensions are allowable and approved by the project manager based on case-by-case situations, otherwise, the Contractor will be subject to liquidated damages.

ARTICLE III- TERMS INCORPORATED BY REFERENCE

This Agreement incorporates the City's Advertisement for Bids and all documents contained therein, and the Contractor's bid as submitted by reference ("Contract Documents"). Contractor shall be bound by the terms of the Agreement between City and Contractor and all documents incorporated therein.

ARTICLE IV - COMPENSATION:

The contractor agrees that the total quoted price amount \$ 31,680.00 thirty-one thousand and sex hundreds eighty as set forth in its Contract Documents, namely the bid itemizations/specifications shall be price used to compensate Contractor per unit.

ARTICLE V - PAYMENTS:

- A) INVOICES - The Contractor will be paid on a regular basis, no later than thirty (30) days after receipt of proper invoices, certifications, and progress reports.
- B) PAYMENT/BOND - Payments will be made on a reimbursement basis for services and work actually and satisfactorily performed to the reasonable discretion of the City ("Final Acceptance"), subject to payment of the final invoice being withheld pending final completion and acceptance of the work.
- C) FINAL PAYMENT - A final payment consisting of the unpaid balance of the Contractor's Compensation shall be made within ten (10) days after both of the following occur: (a) full completion of the work by contractor, (b) Final Acceptance of the work by the City.

ARTICLE VI - SPECIAL REQUIREMENTS:

SCHEDULE - Time is the essence of this Agreement and the Project shall be performed in accordance with the City's Request for Bids and the City's Bid Conditions and Obligations for this Program. The contractor agrees to commence the Project under this Agreement after a pre-construction/pre-installation meeting has been held and to perform all parts of the Project punctually and diligently.

If the Contractor is behind in the Project hereunder, fails or refuses to supply sufficient workmen, or to deliver materials or equipment on schedule, and delays progress of the Project; or if the different parts thereof are not commenced, performed, finished and delivered on time, City shall have the right to direct the Contractor to furnish additional labor and expedite deliveries of material and equipment at contractor's cost and expense. If such additional labor is not available, City has the right to require Contractor at the Contractor's cost, to work overtime or additional shifts (and/or weekends and holidays) to such an extent as will be sufficient to speed up and complete the Project in accordance with a progress schedule.

If City incurs any cost associated with the Contractor's delay with respect to the completion dates identified in Article II, the Contractor is to reimburse City for all costs associated with Contractor's delay including any liquidated damages assessed against City

ARTICLE VII - CHANGES:

- A) Definitions- Change Order: A written order signed and issued by the City, namely the Director/Project Manager and his authorized representative to sign and issue the original Agreement, directing the City to make changes to Article II (Scope of Work) of this Agreement.
- Contract Modification: Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provision of the Agreement must be accomplished by mutual action of the parties to the Agreement.
- B) The city may request changes to the Scope of Work/Services to be furnished or performed by the Contractor under the Agreement, as well as changes in the time of performance of the Agreement. All such changes shall be authorized by with Change Order or Contract Modification, as those terms are defined in this Agreement.
- C) Contractor acknowledges that any change in the Agreement price represents full compensation for all costs associated with the change request, including delay costs, impacts, acceleration, disruption, consequential damages, and any other costs of any nature.
- D) No action, conduct, omission, prior failure, or course of dealing by the City shall act to waive, modify, change, or alter the requirement that Contract Modifications must be in writing and signed by the Owner and the Contractor. The Contractor further acknowledges that Change Orders and Contract Modifications are the exclusive method for effecting any change to the Agreement.

ARTICLE VIII - SUBLETTING - ASSIGNMENT:

No part of this Agreement, nor any interest or monies due therein, may be assigned, sublet, or transferred without the City's written consent and/or approval of the assignment. The contractor is liable to City for all acts and omissions of its subcontractors, assignees, or transferees.

ARTICLE IX - TERMINATION:

City shall have the right to terminate this Agreement with or without cause, for the convenience of City. In the event of termination for the City's convenience, compensation to Contractor shall be made on the same basis as that provided for in the Agreement between City and Contractor or Contract Documents, or in the absence of applicable provisions, then based on the percentage of the work completed as of the date of termination. In no event shall the Contractor be entitled to the anticipated profits.

ARTICLE X - INDEMNITY AND RESPONSIBILITY:

The contractor specifically obligates itself to the City in the following respects (and this agreement is made upon such express condition) to wit.

- A) To indemnify City, including its elected officials, employees, volunteers, and representatives against and save them harmless from any and all claims, suits, liability, expense, including attorney's fees or damage for alleged or actual infringement or violation of any patent or patent right arising in connection with this Agreement and anything done thereunder.
- B) To protect, hold free and harmless defend and indemnify City including its elected officials, employees, volunteers, and representatives from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees resulting from injury or death sustained by any person (including Contractor's employees) or damage to property of any kind, which injury, death or damage arises out of or is in any way connected with the performance of work under this contract, except that said agreement shall not be applicable to injury, death or damage to property arising from the sole negligence or willful misconduct of Owner, its elected officials, employees, volunteers, and representatives who are directly responsible to the Contractor. This indemnification agreement shall extend to all claims of this Agreement asserted after termination, for whatever reason.
- C) To warrant and guarantee the work and materials covered by this Agreement and agrees to make good at its expense, any defect in materials or workmanship, including the restoration of work of other subcontractors that has been affected. To indemnify City for any loss that may be caused by breach of said warranty and guarantee.
- D) To obtain and pay for all permits, licenses and official inspections made necessary by its work and to comply with all laws, ordinances and regulations bearing on its work and the conduct thereof.
- E) To be fully and exclusively responsible for, and to pay when due, any and all applicable contribution allowances of other payments or deductions, however termed, required by union labor agreements or required by law now or hereafter in force.

Contractor shall indemnify City against, and save it harmless from any and all loss, damages, costs, expenses, and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions or covenant of this Agreement.

At any time before final settlement of adjudication of any loss, damage, liability, claim, demand, suit or cause of action for which the Contractor in this Agreement agrees to indemnify and save harmless the City.

ARTICLE XI - CLEAN-UP:

Contractors shall clean up and remove all rubbish and debris caused by its operations and employees. Otherwise, after a (48) Hour written Notice, City shall proceed with this work and charge Contractor for all costs plus a 10% mark-up for overhead and profit.

ARTICLE XII- SAFETY:

Contractor shall carry on its work in a safe manner, in accordance with the regulations of the latest revised edition of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc., for the protection of persons and property at the site, and Contractor agrees to abide by all applicable Federal, State and Local laws, ordinances, regulations, standards and rules having reference to safety. Contractor agrees to be solely responsible for the protection and safety of its workmen, for the final selection of safety methods, means and safeguards, for the daily inspection of the work area, and for the instruction of its workmen on safety, including attending and/or conducting safety meetings at least once a week.

ARTICLE XIII - EQUAL EMPLOYMENT OPPORTUNITY:

A) During the performance of this Agreement, the Contractor, for itself, its members, officers, directors, and employees in interest agrees as follows:

Non-discrimination: The Contractor with regard to the Services to be performed under this Agreement shall not discriminate on grounds prohibited by federal, state or local constitution, law, statute or ordinance in:

1. The selection and retention of subcontractors or the procurement of materials and leases of equipment.
2. The Contractor agrees that it will not discriminate against any person, employee, consultant, or applicant for employment with respect to his/her hire tenure, terms, conditions, or privileges or employment or hire of employees, consultants or applicants for employment.

B) Solicitations for Subcontractors: In all solicitations made by the Contractor for work to be performed under a subcontract, each potential subcontractor shall be notified by the Contractor of the Contractor's obligations under this Agreement, and the regulations relative to non-discrimination.

C) Sanctions for Noncompliance: In the event of noncompliance with the non-discrimination provisions of this Agreement and the City's Non-Discrimination Clause, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under this Agreement until the Contractor complies; and/or
2. cancellation, termination, or suspension of this Agreement, in whole or in part; and/or
3. The imposition of liquidated damages (not a penalty) in the amount of \$500.00 per day, for each day that the Contractor shall fail to comply with said requirements, as determined by the Comptroller, in consultation with the Community and Economic Development Director.

ARTICLE XIV - DEFAULT:

A) If the Contractor:

1. fails to supply complete labor, materials, equipment and supervision in sufficient time and quantity to meet the City's progress schedule (as outlined in Article II of this Agreement) as it may be modified.
2. causes stoppage or delay of, or interference with the project.
3. fails to promptly pay its subcontractors (if applicable), laborers, suppliers, material, men and/or employees for work on the project.
4. fails to pay worker's compensation or other employee benefits, withholding or any other taxes.
5. fails to comply with the safety provisions of this Agreement or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project.

6. makes unauthorized changes in supervisory personnel.
7. fails in the performance or observance of any of the provisions of this contract; or
8.
 - a) files a voluntary petition in bankruptcy or is adjudicated insolvent.
 - b) obtains an order for relief under Section 301 of the Bankruptcy Code.
 - c) files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency, or other relief of debtors.
 - d) or seeks or consents to or is acquiescent in the appointment of any trustee, receiver, or liquidator of any of its assets or property.
 - e) makes an assignment for the benefit of creditors; or
 - f) makes an admission, in writing, of its inability to pay its debts as they became due.

B) Then City, after giving the Contractor written or oral (subsequently confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

- 1) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
 - a) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment, facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and
 - b) Recover from Contractor all costs incurred by City to complete the work plus a 10% mark-up for overhead and profit, and further recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

ARTICLE XV- INSURANCE:

Before Contractor does any work at, or prepares to deliver material to the City, the Contractor shall provide a Certificate of Insurance, issued by a financially responsible insurance company licensed to write insurance in the State of Michigan, evidencing coverage in amounts not less than required by specifications or as follows:

- A) Workers' Compensation: to the extent and at least the minimum amount required by the laws of the state in which work is to be performed.
- B) Commercial General, Professional and Automobile Liability (if applicable): in the amount of One Million Dollars (\$1,000,000.00) for any one occurrence, and Two Million Dollars (\$2,000,000.00) aggregate. The coverage shall apply to all work and activities performed by the Contractor with respect to the Scope of Work/Services for the Project. In addition, Contractor shall provide a statement from its insurer(s) noting that the work and activities to be performed by the Contractor with respect to the project, is not excluded from coverage.
- C) No payments will be made to the Contractor until current certificates of insurance have been received and approved. Insurance companies, named insured and policy forms shall be subject to the City's approval. In the event the coverage evidenced by any such Certificate is canceled or reduced, Contractor shall procure and furnish to City before the effective date of such cancellation, new Certificates conforming to the above requirements. Until evidence of conformity is received, services and related payments will be suspended.
- D) Hold Harmless Agreement: Contractor shall assume liability and indemnify City from and against any liability and all loss, costs, damages, expenses, including attorney fees, on account of claims per personal injury, including death, sustained by any person or persons whosoever, including employees of Contractor, and for injury to or destruction of property of a person or organization, including loss of use thereof, arising out of the performance of the work under this agreement, excepting only such matters caused solely and exclusively by the fault or negligence of the City.

If applicable, the subcontractor shall have its own insurance company naming Contractor and the City as Additional Insured with the following clause added: "The insurance afforded to the Additional Insured is Primary Insurance. If the additional insured has other insurance which is applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance."

Each of the above required Certificates shall provide that the coverage therein afforded shall not be canceled or reduced except by written notice to City given at least thirty (30) days prior to the effective date of such cancellation or reduction.

ARTICLE XVI- TAXES AND CONTRIBUTIONS:

The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect, and save harmless the City from and against the payment of:

- A) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees, by whomsoever employed or engaged in the work to be performed and furnished under this Agreement.
- B) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons or agents acting for, through or under it or any of them, by reason of the performance of the work or the acquisition, ownership, furnishing or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.
- C) All pension, welfare, vacation, annuity, and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Agreement.

ARTICLE XVII – MISCELLANEOUS:

- A) Failure of a party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.
- B) The Contractor agrees that it is not, and will not become, in arrears to the City upon any contract, debt, or obligation to the City, including real property and personal property taxes.
- C) The singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- D) If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to person or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- E) Insolvency Proceedings: Contractor is not involved in any proceeding by or against it in any court under the Bankruptcy Code or any other insolvency or debtor's relief act, whether state or federal, or for the appointment of a trustee, receiver, liquidator, assignee, or other similar official of Contractor or Contractor's property.
- F) Status of Contractor. Contractor is a Michigan corporation which is duly organized, validly existing, and in good standing under the laws of the State of Michigan; and, further, is properly authorized, according to its Articles of Incorporation, Bylaws, and duly adopted Resolution, to enter into and carry out the transactions contemplated by this Agreement.

ARTICLE XVIII - GENERAL:

Except as otherwise provided in Article III, this Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no other agreement or understanding shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto.

The Contractor represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents as provided in Article III, has investigated the nature, locality and site of the work, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the City, or of any of their respective officers, agents, servants or employees.

No waiver by the City of any provision of this Agreement shall be deemed to be waived of any other provisions hereof or of any subsequent breach by Contractor of the same or any other provision.

ARTICLE XVIII – PROJECT LABOR AND MATERIAL WARRANTEE:

The contractor agrees to provide unconditional **18 months warrantee** on labor and materials of its work, or the work performed by the contractor's employees or subcontractors hired by the contractor to perform work on this contract, if the damages or the repair is due to failure caused by workmanship or non-performing/failed materials.

ARTICLE XX - CERTIFICATIONS:

- A) The individual signing certifies that he/she is authorized to contract on behalf of the Contractor and to make these certifications.
- B) The individual signing certifies that the Contractor is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Contractor.
- C) The individual signing certifies that the Contractor meets the independence standards of the Government Auditing Standards issued by the Comptroller General of the United States.
- D) The individual signing certifies that he/she is aware that all individuals to be assigned to the audit have met the GAO Continuing Education Requirement of 80 hours of continuing education every two years; and that 24 hours of this education have been in subjects directly related to the auditing of government grants.
- E) The individual signing certifies that he/she has read and understands the GAO requirement of an external quality control review at least once every three years.
- F) The individual signing certifies that the Contractor, and any individuals to be assigned to the audit, do not have a record of substandard audit work and have not been debarred or suspended from doing work with any Federal, state or local government. (If the Contractor or any individual assigned to the audit has been found in violation of any state or AICPA professional standards, this information must be disclosed.)
- G) The individual signing certifies that the Contractor does carry professional malpractice insurance or is otherwise adequately self-insured.
- H) The individual signing certifies that the contractor does not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability, or any other basis prohibited by law. The contractor shall take affirmative action to ensure that employees are treated during their employment, without regard to race, color, religion, sex, age, national origin, disability, or any other basis prohibited by law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or forms of compensation; and selection for training, including apprenticeship. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability or any other basis prohibited by law.

ARTICLE XXI – “Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”:

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- G) Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- J) See [§ 200.323](#).
- K) See [§ 200.216](#).
- L) See [§ 200.322](#).

ARTICLE XXII – NON-COLLUSION AFFIDAVIT:

- 1) The person who is signing this contract agreement is authorized legally to represent **Led Lion Inc.** as the lowest qualified bidder.
- 2) The person who signing this contract agreement is fully informed concerning the preparation and contents of the attached bid and of all pertinent circumstances with respect to it.
- 3) The person who signing this contract agreement affirm the attached bid is genuine and not a collusive or sham bid.
- 4) The person who signing this contract agreement affirm that neither the person or entity submitting the attached bid, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest (including the undersigned), has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other person or entity submitting a bid, or with any person affiliated with such a person or entity, to submit a collusive or sham Quote in connection with the contract for which the attached bid has been submitted, or to refrain from submitting a bid in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other person or entity submitting a bid, or with any person affiliated with such a person or entity, to fix the price or prices in the attached bid or of any other bidder, or, to fix any overhead, profit, or cost element of the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Dearborn Heights or any person interested in the proposed contract.
- 5) The price, prices, and/or other terms quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest.

Name and Title of Person Signing

Sworn to and signed in my presence by: _____ on _____, 2023.

_____, Notary Public

Wayne County, Michigan

Acting in Wayne County, Michigan

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents as of the date executed below.

CITY OF DEARBORN HEIGHTS ("City")

By:

Name: Bill Bazzi

Title: Mayor

Dated:

Signature:

By:

Name: Lynne Senia

Title: Clerk

Dated:

Signature:

Led Lion Inc. ("Contractor")

By:

Name:

Title:

Dated:

Signature:

Federal Tax ID #

Approved for the Agenda of:	
10/24/2023	Motion No.

7.E.



Community Economic Development

Bill Bazzi
Mayor

TO: Honorable Mayor Bill Bazzi
Honorable City Council Members

FROM: Hassane Jamal, Director

DATE: October 17, 2023

RE: CEDD Director Jamal - Bid Award - Eton Center IT/Security Project

10/16/2023

Honorable council chair and members,

I'm requesting your approval for the following:

"Motion to approve awarding the HUD/CDBG fully funded – Eton Senior Center Improvement-IT/ Security Project - to the lowest qualified bidder BAE Networks LLC – 1250 Stephenson HWY Troy, MI 48063 In the amount of \$34,358.00 according to the attached bid responses package as stated on "Bid Response Form Page #1"

Further, approve the contract agreement (pre-approved by the CEDD Assistant Corporation Counsel) as attached and authorize the mayor and the clerk to sign it.

Additionally, authorize the CEDD -Director to approve necessary change orders up to (20% of the bid amount) \$6,871.60 and the mayor plus the comptroller or the clerk to issue and sign the necessary warrants for a total amount of amounts not to exceed \$41,2229.00 logged to CDBG fund 103- Eton Senior Center Improvement- general ledger tracking accounts.

Furthermore, authorize the treasurer to pay them from the unrestricted general fund pool bank account to be reimbursed from the US treasury accordingly.

Also, authorize the comptroller to return the bid bonds/cashier checks to the unsuccessful bidders.

Thank you,

Hassane Jamal

Attachments:

Bid response package including contract agreement.

Attachments:

1. Eton IT-Security Project



Bill Bazzi
Mayor

Hassane Jamal
Director
Community and Economic Development

10/16/2023

Honorable council chair and members,

I'm requesting your approval for the following:

"Motion to approve awarding the HUD/CDBG fully funded – Eton Senior Center Improvement-IT/ Security Project - to the lowest qualified bidder BAE Networks LLC – 1250 Stephenson HWY Troy, MI 48083 In the amount of \$34,358.00 according to the attached bid responses package as stated on "Bid Response Form Page #1"

Further, approve the contract agreement (pre-approved by the CEDD Assistant Corporation Counsel) as attached and authorize the mayor and the clerk to sign it.

Additionally authorize the CEDD -Director to approve necessary change orders up to (20% of the bid amount) \$6,871.60 and the mayor plus the comptroller or the clerk to issue and sign the necessary warrants for a total amount of amounts not to exceed \$41,229.00 logged to CDBG fund 103- Eton Senior Center Improvement- general ledger tracking accounts.

Furthermore, authorize the treasurer to pay them from the unrestricted general fund pool bank account to be reimbursed from the US treasury accordingly.

Also, authorize the comptroller to return the bid bonds/cashier checks to the unsuccessful bidders.

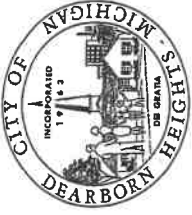
Thank you,

Hassane Jamal

Attachments:

- 1- Bid response package including contract agreement.

CITY OF DEARBORN HEIGHTS



Name of Bid: Eton Senior Center-IT & Security Project

Bid Date

10/3/2023

Bidder

Bid Deposit

Bid Amount

Notes

Decima LLC 16870 Schafer Hwy Detroit, MI 48235	No Bid Deposit	\$71,500.00	
Bae Networks LLC 1250 Stephenson Hwy Troy, MI 48083	5.00% Bid Bond	\$34,358.00	Lowest Qualified Bidder
			Opened By- Mathew Paul Witnesses 1. Cyndi King 2. Mahdi Beydoun 10/3/23 3:00 p.m.

10/9/2023
H. L. L. L.

CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
ETON SENIOR CENTER IT/SECURETY IMPROVEMENT PROJECT

TASK NAME AND #	TASK SPECIFICATIONS	TASK COST
NETWORK SWITCHES & WIFI #1	1 x FortiSwitch-148F-FPOE – Install and configure. 1 x FortiSwitch FS-124F-FPOE – Install and configure. 1 x 1 Meter Direct Attach Cable SP-CABLE-FS-SFP+1- Install. 5 x FortiAP 433F to be configured and installed as needed. 5 x CAT5e network drop placed as required and terminated at nearest patch panel. All materials, termination, testing, and labeling included. 1 x Structured Cabling (Move computer lab to MDF. Rerun new category 6 cabling for lab and terminate to MDF. Rerun new category 6 cabling for CEDD and terminate to MDF. Install new patch panel to accommodate. Move ISP modem to MDF) All equipment must be configured as specified by City to work with existing systems.	9588.89
SECURITY CAMERA SYSTEM #2	All equipment must be configured as specified by City to work with the existing Digital Watchdog system. 24 x SMP Varifocal IP Turret Camera and installation 6 x Junction Box (Turret) 24 x DWD Spectrum License 19 x Structure cabling for indoor camera 6 x Structure cabling for outdoor camera 1 x Blackjack DX3 (8TB) with configuration 1 x DW-HDSPOTMOD16 (installed and configured)	18947.72
CARD ACCESS SYSTEM #3	All equipment must be configured as specified by City to work with the existing PDK Access Control system. 1 x Red CloudNode - Ethernet+WiMAC 1 x Red 2 Door Controller, , Ethernet, OSDP, Wiegand, Battery Monitoring, Optional wireless and PoE++ 3 x Red Mullion Reader High Security + Mobile 2 x Door access battery 3 x Cabling for door access 3 x PDK node licenses 1 x Locksmithing services (Labor to retrofit or add door locking hardware to existing door. Install controller, install prox reader and make connections to electronic hardware.)	5227.77 27/month
PERMITS + #4 BOND	As needed and included in the task's costs	593.62
Total Bid (add all Task Costs)		34358.00

CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER - IT AND SECURITY IMPROVEMENT PROJECT

BID RESPONSE FORM PAGE #1

NOTICE

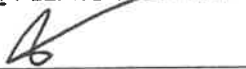
FAILURE TO COMPLETE THIS FORM SHALL RESULT IN YOUR RESPONSE BEING DEEMED NON-RESPONSIVE AND REJECTED WITHOUT ANY FURTHER EVALUATION.

THIS PROJECT IS FUNDED PARTIALLY/FULLY BY FEDERAL FUNDS FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ADMINISTERED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

THIS PROJECT IS SUBJECT TO ALL APPLICABLE HUD RULES AND REGULATIONS INCLUDING FEDERAL DAVIS-BACON WAGE RULES AND REGULATIONS AND ALL APPLICABLE CITY REGULATIONS.

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with the City's Sealed Bid, which includes all documents outlined in the Bid Package Index.

AGREE: PLEASE SIGN AND COMPLETE BID DOCUMENTS

 DATE: 7/18/23

DISAGREE: STOP HERE YOU ARE NOT QUALIFIED TO BID

Thirty Four Thousand Three Hundred Fifty Eight \$ 34,358
(Total Figure Written) (Total Figure)
(Total figure from itemized bid sheets)

\$ 27 Monthly

BID RESPONSE FORM PAGE #2

**CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER – IT AND SECURITY IMPROVEMENT PROJECT**

ADDENDA:

The undersigned has read, understands and is fully cognizant of the information to Respondents, Offer and Form of Contract, all Sections thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): none. In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the City, and to enter a Contract with the City, in accordance with all terms and bid documents as indicated in the bid table of content, and addenda in the Request for Response, as well as the Form of Contract, together with any written addendum as specified above.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the Sealed Bid and will be in-compliance with such requirements. By submitting this Response Form, the Respondent represents that: 1) the Respondent is in compliance with any applicable City and HUD regulations, and 2) if awarded a contract to provide the services required in the Sealed Bid, the Respondent will comply with the requirements set forth in the Sealed Bid and (3) Respondent will sign the Construction / installation / installation Contract (attached to Bid Package for reference) if awarded the Contract. Failure to sign the Construction / installation / installation Contract within fourteen (14) days of notification of award of contract will result in a breach and Respondent will forfeit his/her bid bond.

NONCOLLUSION:

The undersigned, by submission of this Response Form, hereby declares that this Response is made without collusion with any other business making any other Response, or which otherwise would make a Response.

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements of this SEALED BID. The undersigned also certifies it has read and understands all Bid Documents as outlined in the "Bid Index Page".

MANDATORY SITE VISIT:

To schedule the mandatory walk thru for this Bid please contact:

Hassan Bazzi

Phone: 313 -791- 3504

Email: hbazzi@earbornheightsmi.gov

Address: 26155 Richardson, Dearborn Heights, MI 48127

CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER - IT AND SECURITY IMPROVEMENT PROJECT

BID RESPONSE FORM PAGE #3

No Response shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Company Name BAE Networks

Name: Chris Saroli

Address: 1250 Stephenson Hwy

Phone: 248-707-1040

City Troy

State MI

Zip 48063

Fax:

Signature of Person Authorized to Sign: 

Printed Name: RYAN BAETENS

Title: President

Federal Tax ID 46-4316667

Acknowledged before me by Matthew J. Brand (name) as _____

(title) of (Company) _____) this Fourteenth (day)
of September (month),
2023. (Year)

Notary Signature: 

My Commission Expires: 12-30-25

Affix Seal

MATTHEW J. BRAND
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Dec 30, 2025
ACTING IN COUNTY OF Oakland

8/28

**CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
ETON SENIOR CENTER – IT AND SECURITY IMPROVEMENT PROJECT**

MANDATORY SITE VISITATION ACKNOWLEDGEMENT

I Chris Savari On behalf of BAE Networks
(Print name) (Print company name)

have visited the locations specified in this bid packet and made all the appropriate measurements, quotations, pictures, etc., as deemed necessary for this bid.


CDBG Rehabilitation Specialist

To schedule the mandatory walk thru for this Bid please contact:
Hassan Bazzi
Phone: 313 -791- 3504 Fax: 313 -791- 3501
Email: hbazzi@dearbornheightsmi.gov
Address: 26155 Richardson, Dearborn Heights, MI 48127

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

BAE Networks, LLC

1250 Stephenson Hwy. ,Troy, MI 48083

as Principal, hereinafter called Principal, and

Western Surety Company

151 N. Franklin Street,Chicago, IL 60606

a corporation duly organized under the laws of the State of **South Dakota**
as Surety, hereinafter called Surety, are held and firmly bound unto

City of Dearborn Heights

6045 Fenton Street ,Dearborn Heights, MI 48127

as Oblige, hereinafter called Oblige, in the sum of **Five Percent of Accompanying Bid**

Dollars (5% of Bid

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)

Eton Senior Center - IT and Security Improvement Project

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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.

Signed and sealed this 18th day of September, 2023.

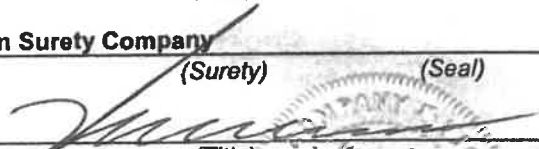
BAE Networks, LLC


(Witness)

{ 
(Principal) (Seal)
President
(Title)

Western Surety Company


(Witness)

{ 
(Surety) (Seal)
Nicholas Ashburn
(Title)
Nicholas Ashburn, Attorney in Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Robert D Heuer, Paul M Hurley, Nicholas Ashburn, Anne M Barick, Mark T Madden, Holly Nichols, Individually

of Rochester Hills, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of July, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

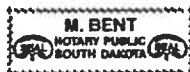
State of South Dakota
County of Minnehaha

} ss

On this 17th day of July, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of September, 2023.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
Eton SENIOR CENTER IMPROVEMENT
IT/Security Project
CONTRACT AGREEMENT**

ATTENTION: THIS PROJECT IS FUNDED PARTIALLY/FULLY BY FEDERAL FUNDS FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ADMINISTERED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS PROJECT IS SUBJECT TO ALL APPLICABLE HUD RULES AND REGULATIONS INCLUDING FEDERAL DAVIS-BACON WAGE RULES AND ALL APPLICABLE CITY REGULATIONS.

ARTICLE I - PARTIES OF AGREEMENT: REGULATIONS

This agreement ("Agreement") is entered into the date executed below, between the City of Dearborn Heights hereinafter referred to as "City", and hereafter referred to as "Contractor", with its principal offices located at 1250 Stephenson HWY-Troy MI 48083. This Agreement formalizes the understanding between the City and Contractor Name: BAE Networks LLC, stemming from the City's Berwyn Senior Center Improvement-IT/Security Project.

ARTICLE II - WORK TO BE PERFORMED (Scope of Work):

Except as otherwise provided herein, Contractor shall furnish all labor, material, tools, equipment, supervision, and services necessary to properly execute and complete the Project. The Project shall be performed by Contractor in good and workman like manner strictly in accordance with the City's request for bids, the City's bid conditions and obligations and the Contractor's bid, all of which are incorporated by reference. The Project will commence within ten (10) days upon execution of the Agreement and shall be completed no later than 60 days from this agreement execution, extensions are allowable and approved by the project manager based on case-by-case situations, otherwise, the Contractor will be subject to liquidated damages.

ARTICLE III- TERMS INCORPORATED BY REFERENCE

This Agreement incorporates the City's Advertisement for Bids and all documents contained therein, and the Contractor's bid as submitted by reference ("Contract Documents"). Contractor shall be bound by the terms of the Agreement between City and Contractor and all documents incorporated therein.

ARTICLE IV - COMPENSATION:

The contractor agrees that the total quoted price amounts of \$ 34,358.00 thirty-four and three fifty eight as set forth in its Contract Documents, namely the bid itemizations/specifications shall be price used to compensate Contractor per unit.

ARTICLE V - PAYMENTS:

- A) INVOICES - The Contractor will be paid on a regular basis, no later than thirty (30) days after receipt of proper invoices, certifications, and progress reports.
- B) PAYMENT/BOND - Payments will be made on a reimbursement basis for services and work actually and satisfactorily performed to the reasonable discretion of the City ("Final Acceptance"), subject to payment of the final invoice being withheld pending final completion and acceptance of the work.
- C) FINAL PAYMENT - A final payment consisting of the unpaid balance of the Contractor's Compensation shall be made within ten (10) days after both of the following occur: (a) full completion of the work by contractor, (b) Final Acceptance of the work by the City.

ARTICLE VI - SPECIAL REQUIREMENTS:

SCHEDULE - Time is the essence of this Agreement and the Project shall be performed in accordance with the City's Request for Bids and the City's Bid Conditions and Obligations for this Program. The contractor agrees to commence the Project under this Agreement after a pre-construction/pre-installation meeting has been held and to perform all parts of the Project punctually and diligently.

If the Contractor is behind in the Project hereunder, fails or refuses to supply sufficient workmen, or to deliver materials or equipment on schedule, and delays progress of the Project; or if the different parts thereof are not commenced, performed, finished and delivered on time, City shall have the right to direct the Contractor to furnish additional labor and expedite deliveries of material and equipment at contractor's cost and expense. If such additional labor is not available, City has the right to require Contractor at the Contractor's cost, to work overtime or additional shifts (and/or weekends and holidays) to such an extent as will be sufficient to speed up and complete the Project in accordance with a progress schedule.

If City incurs any cost associated with the Contractor's delay with respect to the completion dates identified in Article II, the Contractor is to reimburse City for all costs associated with Contractor's delay including any liquidated damages assessed against City

ARTICLE VII - CHANGES:

- A) Definitions- Change Order: A written order signed and issued by the City, namely the Director/Project Manager and his authorized representative to sign and issue the original Agreement, directing the City to make changes to Article II (Scope of Work) of this Agreement.
- Contract Modification: Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provision of the Agreement must be accomplished by mutual action of the parties to the Agreement.
- B) The city may request changes to the Scope of Work/Services to be furnished or performed by the Contractor under the Agreement, as well as changes in the time of performance of the Agreement. All such changes shall be authorized by with Change Order or Contract Modification, as those terms are defined in this Agreement.
- C) Contractor acknowledges that any change in the Agreement price represents full compensation for all costs associated with the change request, including delay costs, impacts, acceleration, disruption, consequential damages, and any other costs of any nature.
- D) No action, conduct, omission, prior failure, or course of dealing by the City shall act to waive, modify, change, or alter the requirement that Contract Modifications must be in writing and signed by the Owner and the Contractor. The Contractor further acknowledges that Change Orders and Contract Modifications are the exclusive method for effecting any change to the Agreement.

ARTICLE VIII - SUBLETTING - ASSIGNMENT:

No part of this Agreement, nor any interest or monies due therein, may be assigned, sublet, or transferred without the City's written consent and/or approval of the assignment. The contractor is liable to City for all acts and omissions of its subcontractors, assignees, or transferees.

ARTICLE IX - TERMINATION:

City shall have the right to terminate this Agreement with or without cause, for the convenience of City. In the event of termination for the City's convenience, compensation to Contractor shall be made on the same basis as that provided for in the Agreement between City and Contractor or Contract Documents, or in the absence of applicable provisions, then based on the percentage of the work completed as of the date of termination. In no event shall the Contractor be entitled to the anticipated profits.

ARTICLE X - INDEMNITY AND RESPONSIBILITY:

The contractor specifically obligates itself to the City in the following respects (and this agreement is made upon such express condition) to wit.

- A) To indemnify City, including its elected officials, employees, volunteers, and representatives against and save them harmless from any and all claims, suits, liability, expense, including attorney's fees or damage for alleged or actual infringement or violation of any patent or patent right arising in connection with this Agreement and anything done thereunder.
- B) To protect, hold free and harmless defend and indemnify City including its elected officials, employees, volunteers, and representatives from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees resulting from injury or death sustained by any person (including Contractor's employees) or damage to property of any kind, which injury, death or damage arises out of or is in any way connected with the performance of work under this contract, except that said agreement shall not be applicable to injury, death or damage to property arising from the sole negligence or willful misconduct of Owner, its elected officials, employees, volunteers, and representatives who are directly responsible to the Contractor. This indemnification agreement shall extend to all claims of this Agreement asserted after termination, for whatever reason.
- C) To warrant and guarantee the work and materials covered by this Agreement and agrees to make good at its expense, any defect in materials or workmanship, including the restoration of work of other subcontractors that has been affected. To indemnify City for any loss that may be caused by breach of said warranty and guarantee.
- D) To obtain and pay for all permits, licenses and official inspections made necessary by its work and to comply with all laws, ordinances and regulations bearing on its work and the conduct thereof.
- E) To be fully and exclusively responsible for, and to pay when due, any and all applicable contribution allowances of other payments or deductions, however termed, required by union labor agreements or required by law now or hereafter in force.

Contractor shall indemnify City against, and save it harmless from any and all loss, damages, costs, expenses, and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions or covenant of this Agreement.

At any time before final settlement of adjudication of any loss, damage, liability, claim, demand, suit or cause of action for which the Contractor in this Agreement agrees to indemnify and save harmless the City.

ARTICLE XI - CLEAN-UP:

Contractors shall clean up and remove all rubbish and debris caused by its operations and employees. Otherwise, after a (48) Hour written Notice, City shall proceed with this work and charge Contractor for all costs plus a 10% mark-up for overhead and profit.

ARTICLE XII- SAFETY:

Contractor shall carry on its work in a safe manner, in accordance with the regulations of the latest revised edition of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc., for the protection of persons and property at the site, and Contractor agrees to abide by all applicable Federal, State and Local laws, ordinances, regulations, standards and rules having reference to safety. Contractor agrees to be solely responsible for the protection and safety of its workmen, for the final selection of safety methods, means and safeguards, for the daily inspection of the work area, and for the instruction of its workmen on safety, including attending and/or conducting safety meetings at least once a week.

ARTICLE XIII - EQUAL EMPLOYMENT OPPORTUNITY:

A) During the performance of this Agreement, the Contractor, for itself, its members, officers, directors, and employees in interest agrees as follows:

Non-discrimination: The Contractor with regard to the Services to be performed under this Agreement shall not discriminate on grounds prohibited by federal, state or local constitution, law, statute or ordinance in:

1. The selection and retention of subcontractors or the procurement of materials and leases of equipment.
2. The Contractor agrees that it will not discriminate against any person, employee, consultant, or applicant for employment with respect to his/her hire tenure, terms, conditions, or privileges or employment or hire of employees, consultants or applicants for employment.

B) Solicitations for Subcontractors: In all solicitations made by the Contractor for work to be performed under a subcontract, each potential subcontractor shall be notified by the Contractor of the Contractor's obligations under this Agreement, and the regulations relative to non-discrimination.

C) Sanctions for Noncompliance: In the event of noncompliance with the non-discrimination provisions of this Agreement and the City's Non-Discrimination Clause, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under this Agreement until the Contractor complies; and/or
2. cancellation, termination, or suspension of this Agreement, in whole or in part; and/or
3. The imposition of liquidated damages (not a penalty) in the amount of \$500.00 per day, for each day that the Contractor shall fail to comply with said requirements, as determined by the Comptroller, in consultation with the Community and Economic Development Director.

ARTICLE XIV - DEFAULT:

A) If the Contractor:

1. fails to supply complete labor, materials, equipment and supervision in sufficient time and quantity to meet the City's progress schedule (as outlined in Article II of this Agreement) as it may be modified.
2. causes stoppage or delay of, or interference with the project.
3. fails to promptly pay its subcontractors (if applicable), laborers, suppliers, material, men and/or employees for work on the project.
4. fails to pay worker's compensation or other employee benefits, withholding or any other taxes.
5. fails to comply with the safety provisions of this Agreement or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project.

6. makes unauthorized changes in supervisory personnel.
7. fails in the performance or observance of any of the provisions of this contract; or
8.
 - a) files a voluntary petition in bankruptcy or is adjudicated insolvent.
 - b) obtains an order for relief under Section 301 of the Bankruptcy Code.
 - c) files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency, or other relief of debtors.
 - d) or seeks or consents to or is acquiescent in the appointment of any trustee, receiver, or liquidator of any of its assets or property.
 - e) makes an assignment for the benefit of creditors; or
 - f) makes an admission, in writing, of its inability to pay its debts as they became due.

B) Then City, after giving the Contractor written or oral (subsequently confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

- 1) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
 - a) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment, facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and
 - b) Recover from Contractor all costs incurred by City to complete the work plus a 10% mark-up for overhead and profit, and further recover from Contractor all losses, damages, penalties, and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

ARTICLE XV- INSURANCE:

Before Contractor does any work at, or prepares to deliver material to the City, the Contractor shall provide a Certificate of Insurance, issued by a financially responsible insurance company licensed to write insurance in the State of Michigan, evidencing coverage in amounts not less than required by specifications or as follows:

- A) Workers' Compensation: to the extent and at least the minimum amount required by the laws of the state in which work is to be performed.
- B) Commercial General, Professional and Automobile Liability (if applicable): in the amount of One Million Dollars (\$1,000,000.00) for any one occurrence, and Two Million Dollars (\$2,000,000.00) aggregate. The coverage shall apply to all work and activities performed by the Contractor with respect to the Scope of Work/Services for the Project. In addition, Contractor shall provide a statement from its insurer(s) noting that the work and activities to be performed by the Contractor with respect to the project, is not excluded from coverage.
- C) No payments will be made to the Contractor until current certificates of insurance have been received and approved. Insurance companies, named insured and policy forms shall be subject to the City's approval. In the event the coverage evidenced by any such Certificate is canceled or reduced, Contractor shall procure and furnish to City before the effective date of such cancellation, new Certificates conforming to the above requirements. Until evidence of conformity is received, services and related payments will be suspended.
- D) Hold Harmless Agreement: Contractor shall assume liability and indemnify City from and against any liability and all loss, costs, damages, expenses, including attorney fees, on account of claims per personal injury, including death, sustained by any person or persons whosoever, including employees of Contractor, and for injury to or destruction of property of a person or organization, including loss of use thereof, arising out of the performance of the work under this agreement, excepting only such matters caused solely and exclusively by the fault or negligence of the City.

If applicable, the subcontractor shall have its own insurance company naming Contractor and the City as Additional Insured with the following clause added: "The insurance afforded to the Additional Insured is Primary Insurance. If the additional insured has other insurance which is applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance."

Each of the above required Certificates shall provide that the coverage therein afforded shall not be canceled or reduced except by written notice to City given at least thirty (30) days prior to the effective date of such cancellation or reduction.

ARTICLE XVI- TAXES AND CONTRIBUTIONS:

The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect, and save harmless the City from and against the payment of:

- A) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees, by whomsoever employed or engaged in the work to be performed and furnished under this Agreement.
- B) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons or agents acting for, through or under it or any of them, by reason of the performance of the work or the acquisition, ownership, furnishing or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.
- C) All pension, welfare, vacation, annuity, and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Agreement.

ARTICLE XVII – MISCELLANEOUS:

- A) Failure of a party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.
- B) The Contractor agrees that it is not, and will not become, in arrears to the City upon any contract, debt, or obligation to the City, including real property and personal property taxes.
- C) The singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- D) If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to person or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- E) Insolvency Proceedings: Contractor is not involved in any proceeding by or against it in any court under the Bankruptcy Code or any other insolvency or debtor's relief act, whether state or federal, or for the appointment of a trustee, receiver, liquidator, assignee, or other similar official of Contractor or Contractor's property.
- F) Status of Contractor. Contractor is a Michigan corporation which is duly organized, validly existing, and in good standing under the laws of the State of Michigan; and, further, is properly authorized, according to its Articles of Incorporation, Bylaws, and duly adopted Resolution, to enter into and carry out the transactions contemplated by this Agreement.

ARTICLE XVIII - GENERAL:

Except as otherwise provided in Article III, this Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no other agreement or understanding shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto.

The Contractor represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents as provided in Article III, has investigated the nature, locality and site of the work, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the City, or of any of their respective officers, agents, servants or employees.

No waiver by the City of any provision of this Agreement shall be deemed to be waived of any other provisions hereof or of any subsequent breach by Contractor of the same or any other provision.

ARTICLE XVIII – PROJECT LABOR AND MATERIAL WARRANTEE:

The contractor agrees to provide unconditional **18 months warrantee** on labor and materials of its work, or the work performed by the contractor's employees or subcontractors hired by the contractor to perform work on this contract, if the damages or the repair is due to failure caused by workmanship or non-performing/failed materials.

ARTICLE XX - CERTIFICATIONS:

- A) The individual signing certifies that he/she is authorized to contract on behalf of the Contractor and to make these certifications.
- B) The individual signing certifies that the Contractor is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Contractor.
- C) The individual signing certifies that the Contractor meets the independence standards of the Government Auditing Standards issued by the Comptroller General of the United States.
- D) The individual signing certifies that he/she is aware that all individuals to be assigned to the audit have met the GAO Continuing Education Requirement of 80 hours of continuing education every two years; and that 24 hours of this education have been in subjects directly related to the auditing of government grants.
- E) The individual signing certifies that he/she has read and understands the GAO requirement of an external quality control review at least once every three years.
- F) The individual signing certifies that the Contractor, and any individuals to be assigned to the audit, do not have a record of substandard audit work and have not been debarred or suspended from doing work with any Federal, state or local government. (If the Contractor or any individual assigned to the audit has been found in violation of any state or AICPA professional standards, this information must be disclosed.)
- G) The individual signing certifies that the Contractor does carry professional malpractice insurance or is otherwise adequately self-insured.
- H) The individual signing certifies that the contractor does not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability, or any other basis prohibited by law. The contractor shall take affirmative action to ensure that employees are treated during their employment, without regard to race, color, religion, sex, age, national origin, disability, or any other basis prohibited by law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or forms of compensation; and selection for training, including apprenticeship. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability or any other basis prohibited by law.

ARTICLE XXI – “Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”:

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.](#), p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- G) Clean Air Act ([42 U.S.C. 7401-7671g](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671g](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- J) See [§ 200.323](#).
- K) See [§ 200.216](#).
- L) See [§ 200.322](#).

ARTICLE XXII – NON-COLLUSION AFFIDAVIT:

- 1) The person who is signing this contract agreement is authorized legally to represent **BAE Networks LLC** as the lowest qualified bidder.
- 2) The person who signing this contract agreement is fully informed concerning the preparation and contents of the attached bid and of all pertinent circumstances with respect to it.
- 3) The person who signing this contract agreement affirm the attached bid is genuine and not a collusive or sham bid.
- 4) The person who signing this contract agreement affirm that neither the person or entity submitting the attached bid, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest (including the undersigned), has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other person or entity submitting a bid, or with any person affiliated with such a person or entity, to submit a collusive or sham Quote in connection with the contract for which the attached bid has been submitted, or to refrain from submitting a bid in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other person or entity submitting a bid, or with any person affiliated with such a person or entity, to fix the price or prices in the attached bid or of any other bidder, or, to fix any overhead, profit, or cost element of the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Dearborn Heights or any person interested in the proposed contract.
- 5) The price, prices, and/or other terms quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest.

Name and Title of Person Signing

Sworn to and signed in my presence by: _____ on _____, 2023.

_____, Notary Public

Wayne County, Michigan

Acting in Wayne County, Michigan

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents as of the date executed below.

CITY OF DEARBORN HEIGHTS ("City") _____

By: _____

Name: _____ Bill Bazzi _____

Title: _____ Mayor _____

Dated: _____

Signature: _____

By: _____

Name: _____ Lynne Senia _____

Title: _____ Clerk _____

Dated: _____

Signature: _____

BAE Networks LLC ("Contractor") _____

By: _____

Name: _____

Title: _____

Dated: _____

Signature: _____

Federal Tax ID # _____

Approved for the Agenda of:	
10/24/2023	Motion No.

7.F.



Community Economic Development

Bill Bazzi
Mayor

TO: Honorable Mayor Bill Bazzi
Honorable City Council Members

FROM: Hassane Jamal, Director

DATE: October 17, 2023

RE: CEDD Director Jamal - Bid Award - Berwyn Center IT/Security Project

10/16/2023

Honorable council chair and members,

I'm requesting your approval for the following:

"Motion to approve awarding the HUD/CDBG fully funded – Berwyn Senior Center Improvement-IT/ Security Project - to the lowest qualified bidder BAE Networks LLC – 1250 Stephenson HWY Troy, MI 48063 In the amount of \$42,743.00 according to the attached bid responses package as stated on "Bid Response Form Page #1"

Further, approve the contract agreement (pre-approved by the CEDD Assistant Corporation Counsel) as attached and authorize the mayor and the clerk to sign it.

Additionally, authorize the CEDD -Director to approve necessary change orders up to (20% of the bid amount) \$8,548.60 and the mayor plus the comptroller or the clerk to issue and sign the necessary warrants for a total amount of amounts not to exceed \$51,291.60 logged to CDBG fund 103- Berwyn Senior Center Improvement- general ledger tracking accounts.

Furthermore, authorize the treasurer to pay them from the unrestricted general fund pool bank account to be reimbursed from the US treasury accordingly.

Also, authorize the comptroller to return the bid bonds/cashier checks to the unsuccessful bidders.

Thank you,

Hassane Jamal

Attachments:

The bid response package includes a contract agreement.

Attachments:

1. Berwyn IT-Security Project



Bill Bazzi
Mayor

Hassane Jamal
Director
Community and Economic Development

10/16/2023

Honorable council chair and members,

I'm requesting your approval for the following:

"Motion to approve awarding the HUD/CDBG fully funded – Berwyn Senior Center Improvement-IT/ Security Project - to the lowest qualified bidder BAE Networks LLC – 1250 Stephenson HWY Troy, MI 48083 In the amount of \$42,743.00 according to the attached bid responses package as stated on "Bid Response Form Page #1"

Further, approve the contract agreement (pre-approved by the CEDD Assistant Corporation Counsel) as attached and authorize the mayor and the clerk to sign it.

Additionally authorize the CEDD -Director to approve necessary change orders up to (20% of the bid amount) \$8,548.60 and the mayor plus the comptroller or the clerk to issue and sign the necessary warrants for a total amount of amounts not to exceed \$51,291.60 logged to CDBG fund 103- Berwyn Senior Center Improvement- general ledger tracking accounts.

Furthermore, authorize the treasurer to pay them from the unrestricted general fund pool bank account to be reimbursed from the US treasury accordingly.

Also, authorize the comptroller to return the bid bonds/cashier checks to the unsuccessful bidders.

Thank you,

Hassane Jamal

Attachments:

- 1- Bid response package including contract agreement.

Community and Economic Development Department • 26155 Richardson,
Dearborn Heights, MI 48127 • (313) 791-3500

CITY OF DEARBORN HEIGHTS



Name of Bid: Berwyn Senior Center-IT and Security Project

Bid Date

10/3/2023

Bidder	Bid Deposit	Bid Amount	Notes
Decima LLC 16870 Schafer Hwy Detroit, MI 48235	No Bid Deposit	\$61,000.00	
Bae Networks LLC 1250 Stephenson Hwy Troy, MI 48083	5.00% Bid Bond	\$42,743.00	Lowest Qualified Bidder \$63,000 Monthly
			Opened By- Mathew Paul Witnesses 1. Cyndi King 2. Mahdi Beydoun 10/3/23 3:00 p.m.

H. Paul 10/9/2023

CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
BERWYN SENIOR CENTER IT/SECURETY IMPROVEMENT PROJECT

TASK NAME AND #	TASK SPECIFICATIONS	TASK COST
NETWORK SWITCHES & WIFI #1	3 x FortiSwitch-148F-FPOE - Install and configure. 1 x 10GE SFP+ SM Tranceiver - Install 1 x SMF Fiber Patch - Install 3 x 1 Meter Direct Attach Cable SP-CABLE-FS-SFP+1 - Install. 6 x FortiAP 433F to be configured and installed as needed. 6 x CAT5e network drop placed as required and terminated at nearest patch panel. All materials, termination, testing, and labeling included. 1 x Structured Cabling (Move computer lab and CEDD cabling to MDF. Rerun new category 6 cabling for lab and terminate to MDF. Rerun new category 6 cabling for CEDD and terminate to MDF. Install new 48 port patch panel to accommodate. Move ISP modem to MDF) All equipment must be configured as specified by City to work with existing systems	14,430.81
SECURITY CAMERA SYSTEM #2	All equipment must be configured as specified by City to work with the existing Digital Watchdog system. 17 x 5MP Varifocal IP Turret Camera and installation 8 x Junction Box (Turret) 17 x DWD Spectrum License 9 x Structure cabling for indoor camera 8 x Structure cabling for outdoor camera 1 x BlackJack DX3 (8TB) with configuration 1 x DW-HDSPOTMOD16 (installed and configured)	14063.11
CARD ACCESS SYSTEM #3	All equipment must be configured as specified by City to work with the existing PDK Access Control system. 1 x Red CloudNode - Ethernet+WiMAC 1 x Red 2 Door Controller, , Ethernet, OSDP, Wiegand, Battery Monitoring, Optional wireless and PoE++ 1 x Red 4 door Controller, , Ethernet, OSDP, Wiegand, Battery Monitoring, Optional wireless and PoE++ 7 x Red Mullion Reader High Security + Mobile 3 x Door access battery 7 x Cabling for door access 7 x PDK node licenses 1 x Locksmithing services (Labor to retrofit or add door locking hardware to existing door. Install controller, install prox reader and make connections to electronic hardware.)	13,531.73 63/monthly
PERMITS + #4 BOND	As needed and included in the tasks cost.	777.35
Total Bid (add all Tasks Costs)		42,743.00

CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
BERWYN SENIOR CENTER – IT AND SECURITY IMPROVEMENT PROJECT

BID RESPONSE FORM PAGE #1

NOTICE

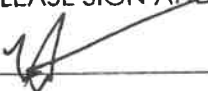
FAILURE TO COMPLETE THIS FORM SHALL RESULT IN YOUR RESPONSE BEING DEEMED NON-RESPONSIVE AND REJECTED WITHOUT ANY FURTHER EVALUATION.

THIS PROJECT IS FUNDED PARTIALLY/FULLY BY FEDERAL FUNDS FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ADMINISTERED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

THIS PROJECT IS SUBJECT TO ALL APPLICABLE HUD RULES AND REGULATIONS INCLUDING FEDERAL DAVIS-BACON WAGE RULES AND REGULATIONS AND ALL APPLICABLE CITY REGULATIONS.

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with the City's Sealed Bid, which includes all documents outlined in the Bid Package Index.

AGREE: PLEASE SIGN AND COMPLETE BID DOCUMENTS

 DATE: 9/18/23

DISAGREE: STOP HERE YOU ARE NOT QUALIFIED TO BID

Forty Two Thousand Seven Hundred forty three
(Total Figure Written)
(Total figure from itemized bid sheets)

\$ 42,743
(Total Figure)

\$ 63 Monthly

BID RESPONSE FORM PAGE #2

**CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
BERWYN SENIOR CENTER – IT AND SECURITY IMPROVEMENT PROJECT**

ADDENDA:

The undersigned has read, understands and is fully cognizant of the information to Respondents, Offer and Form of Contract, all Sections thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): none. In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the City, and to enter a Contract with the City, in accordance with all terms and bid documents as indicated in the bid table of content, and addenda in the Request for Response, as well as the Form of Contract, together with any written addendum as specified above.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the Sealed Bid and will be in-compliance with such requirements. By submitting this Response Form, the Respondent represents that: 1) the Respondent is in compliance with any applicable City and HUD regulations, and 2) if awarded a contract to provide the services required in the Sealed Bid, the Respondent will comply with the requirements set forth in the Sealed Bid and (3) Respondent will sign the Construction / installation / installation Contract (attached to Bid Package for reference) if awarded the Contract. Failure to sign the Construction / installation / installation Contract within fourteen (14) days of notification of award of contract will result in a breach and Respondent will forfeit his/her bid bond.

NONCOLLUSION:

The undersigned, by submission of this Response Form, hereby declares that this Response is made without collusion with any other business making any other Response, or which otherwise would make a Response.

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements of this SEALED BID. The undersigned also certifies it has read and understands all Bid Documents as outlined in the "Bid Index Page".

MANDATORY SITE VISIT:

To schedule the mandatory walk thru for this Bid please contact:

Hassan Bazzi

Phone: 313-791-3504

Email: hbazzi@dearbornheightsmi.gov

Address: 26155 Richardson, Dearborn Heights, MI 48127

CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
BERWYN SENIOR CENTER - IT AND SECURITY IMPROVEMENT PROJECT

BID RESPONSE FORM PAGE #3

No Response shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Company Name BAE Networks

Name: Chris Sandi

Address: 1250 Stephenson Hwy

Phone: 248-707-1040

City Troy

State MI

Zip 48083

Fax:

Signature of Person Authorized to Sign: 

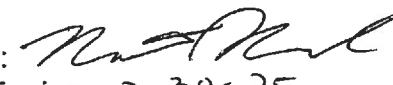
Printed Name: Ryan Badens

Title: President

Federal Tax ID 46-4316667

Acknowledged before me by Matthew J. Brand (name) as _____

(title) of (Company _____) this fourteenth (day)
of September (month),
2023. (Year)

Notary Signature: 
My Commission Expires: 12-30-25
Affix Seal

MATTHEW J. BRAND
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Dec 30, 2025
ACTING IN COUNTY OF Oakland

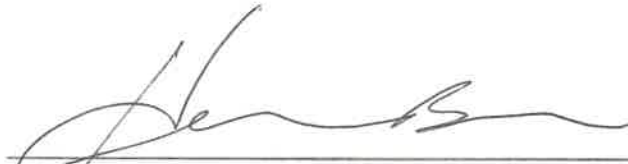
8/28

**CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
BERWYN SENIOR CENTER – IT AND SECURITY IMPROVEMENT PROJECT**

MANDATORY SITE VISITATION ACKNOWLEDGEMENT

I Chris Savari On behalf of BAE Networks
(Print name) (Print company name)

have visited the locations specified in this bid packet and made all the appropriate measurements, quotations, pictures, etc., as deemed necessary for this bid.


CDBG Rehabilitation Specialist

To schedule the mandatory walk thru for this Bid please contact:
Hassan Bazzi
Phone: 313 -791- 3504 Fax: 313 -791- 3501
Email: hbazzi@dearbornheightsmi.gov
Address: 26155 Richardson, Dearborn Heights, MI 48127

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

BAE Networks, LLC
1250 Stephenson Hwy. , Troy, MI 48063

as Principal, hereinafter called Principal, and

Western Surety Company
151 N. Franklin Street, Chicago, IL 60606

a corporation duly organized under the laws of the State of **South Dakota**
as Surety, hereinafter called Surety, are held and firmly bound unto

City of Dearborn Heights
6045 Fenton Street , Dearborn Heights, MI 48127

as Oblige, hereinafter called Oblige, in the sum of **Five Percent of Accompanying Bid**

Dollars (5% of Bid)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)

Berwyn Senior Center - IT and Security Improvement Project

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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.

Signed and sealed this 18th day of September, 2023.

BAE Networks, LLC


(Witness)

{

(Principal)

(Seal)


President
(Title)

Western Surety Company

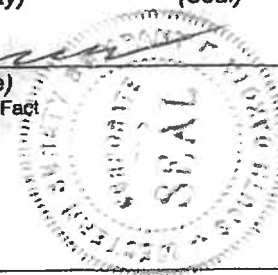
(Surety)

(Seal)


(Witness)

{


Nicholas Ashburn, Attorney in Fact
(Title)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Robert D Heuer, Paul M Hurley, Nicholas Ashburn, Anne M Barick, Mark T Madden, Holly Nichols, Individually

of Rochester Hills, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of July, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha }

ss

On this 17th day of July, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of September, 2023



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
BERWYN SENIOR CENTER IMPROVEMENT
IT/Security Project
CONTRACT AGREEMENT**

ATTENTION: THIS PROJECT IS FUNDED PARTIALLY/FULLY BY FEDERAL FUNDS FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ADMINISTERED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS PROJECT IS SUBJECT TO ALL APPLICABLE HUD RULES AND REGULATIONS INCLUDING FEDERAL DAVIS-BACON WAGE RULES AND ALL APPLICABLE CITY REGULATIONS.

ARTICLE I - PARTIES OF AGREEMENT: REGULATIONS

This agreement ("Agreement") is entered into the date executed below, between the City of Dearborn Heights hereinafter referred to as "City", and hereafter referred to as "Contractor", with its principal offices located at 1250 Stephenson HWY-Troy MI 48083. This Agreement formalizes the understanding between the City and Contractor Name: BAE Networks LLC, stemming from the City's Berwyn Senior Center Improvement-IT/Security Project.

ARTICLE II - WORK TO BE PERFORMED (Scope of Work):

Except as otherwise provided herein, Contractor shall furnish all labor, material, tools, equipment, supervision, and services necessary to properly execute and complete the Project. The Project shall be performed by Contractor in good and workman like manner strictly in accordance with the City's request for bids, the City's bid conditions and obligations and the Contractor's bid, all of which are incorporated by reference. The Project will commence within ten (10) days upon execution of the Agreement and shall be completed no later than 60 days from this agreement execution, extensions are allowable and approved by the project manager based on case-by-case situations, otherwise, the Contractor will be subject to liquidated damages.

ARTICLE III- TERMS INCORPORATED BY REFERENCE

This Agreement incorporates the City's Advertisement for Bids and all documents contained therein, and the Contractor's bid as submitted by reference ("Contract Documents"). Contractor shall be bound by the terms of the Agreement between City and Contractor and all documents incorporated therein.

ARTICLE IV - COMPENSATION:

The contractor agrees that the total quoted price amounts of \$ 42,743.00 forty-two seven forty-three as set forth in its Contract Documents, namely the bid itemizations/specifications shall be price used to compensate Contractor per unit.

ARTICLE V - PAYMENTS:

- A) INVOICES - The Contractor will be paid on a regular basis, no later than thirty (30) days after receipt of proper invoices, certifications, and progress reports.
- B) PAYMENT/BOND - Payments will be made on a reimbursement basis for services and work actually and satisfactorily performed to the reasonable discretion of the City ("Final Acceptance"), subject to payment of the final invoice being withheld pending final completion and acceptance of the work.
- C) FINAL PAYMENT - A final payment consisting of the unpaid balance of the Contractor's Compensation shall be made within ten (10) days after both of the following occur: (a) full completion of the work by contractor, (b) Final Acceptance of the work by the City.

ARTICLE VI - SPECIAL REQUIREMENTS:

SCHEDULE - Time is the essence of this Agreement and the Project shall be performed in accordance with the City's Request for Bids and the City's Bid Conditions and Obligations for this Program. The contractor agrees to commence the Project under this Agreement after a pre-construction/pre-installation meeting has been held and to perform all parts of the Project punctually and diligently.

If the Contractor is behind in the Project hereunder, fails or refuses to supply sufficient workmen, or to deliver materials or equipment on schedule, and delays progress of the Project; or if the different parts thereof are not commenced, performed, finished and delivered on time, City shall have the right to direct the Contractor to furnish additional labor and expedite deliveries of material and equipment at contractor's cost and expense. If such additional labor is not available, City has the right to require Contractor at the Contractor's cost, to work overtime or additional shifts (and/or weekends and holidays) to such an extent as will be sufficient to speed up and complete the Project in accordance with a progress schedule.

If City incurs any cost associated with the Contractor's delay with respect to the completion dates identified in Article II, the Contractor is to reimburse City for all costs associated with Contractor's delay including any liquidated damages assessed against City

ARTICLE VII - CHANGES:

- A) Definitions- Change Order: A written order signed and issued by the City, namely the Director/Project Manager and his authorized representative to sign and issue the original Agreement, directing the City to make changes to Article II (Scope of Work) of this Agreement.
- Contract Modification: Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provision of the Agreement must be accomplished by mutual action of the parties to the Agreement.
- B) The city may request changes to the Scope of Work/Services to be furnished or performed by the Contractor under the Agreement, as well as changes in the time of performance of the Agreement. All such changes shall be authorized by with Change Order or Contract Modification, as those terms are defined in this Agreement.
- C) Contractor acknowledges that any change in the Agreement price represents full compensation for all costs associated with the change request, including delay costs, impacts, acceleration, disruption, consequential damages, and any other costs of any nature.
- D) No action, conduct, omission, prior failure, or course of dealing by the City shall act to waive, modify, change, or alter the requirement that Contract Modifications must be in writing and signed by the Owner and the Contractor. The Contractor further acknowledges that Change Orders and Contract Modifications are the exclusive method for effecting any change to the Agreement.

ARTICLE VIII - SUBLETTING - ASSIGNMENT:

No part of this Agreement, nor any interest or monies due therein, may be assigned, sublet, or transferred without the City's written consent and/or approval of the assignment. The contractor is liable to City for all acts and omissions of its subcontractors, assignees, or transferees.

ARTICLE IX - TERMINATION:

City shall have the right to terminate this Agreement with or without cause, for the convenience of City. In the event of termination for the City's convenience, compensation to Contractor shall be made on the same basis as that provided for in the Agreement between City and Contractor or Contract Documents, or in the absence of applicable provisions, then based on the percentage of the work completed as of the date of termination. In no event shall the Contractor be entitled to the anticipated profits.

ARTICLE X - INDEMNITY AND RESPONSIBILITY:

The contractor specifically obligates itself to the City in the following respects (and this agreement is made upon such express condition) to wit.

- A) To indemnify City, including its elected officials, employees, volunteers, and representatives against and save them harmless from any and all claims, suits, liability, expense, including attorney's fees or damage for alleged or actual infringement or violation of any patent or patent right arising in connection with this Agreement and anything done thereunder.
- B) To protect, hold free and harmless defend and indemnify City including its elected officials, employees, volunteers, and representatives from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees resulting from injury or death sustained by any person (including Contractor's employees) or damage to property of any kind, which injury, death or damage arises out of or is in any way connected with the performance of work under this contract, except that said agreement shall not be applicable to injury, death or damage to property arising from the sole negligence or willful misconduct of Owner, its elected officials, employees, volunteers, and representatives who are directly responsible to the Contractor. This indemnification agreement shall extend to all claims of this Agreement asserted after termination, for whatever reason.
- C) To warrant and guarantee the work and materials covered by this Agreement and agrees to make good at its expense, any defect in materials or workmanship, including the restoration of work of other subcontractors that has been affected. To indemnify City for any loss that may be caused by breach of said warranty and guarantee.
- D) To obtain and pay for all permits, licenses and official inspections made necessary by its work and to comply with all laws, ordinances and regulations bearing on its work and the conduct thereof.
- E) To be fully and exclusively responsible for, and to pay when due, any and all applicable contribution allowances of other payments or deductions, however termed, required by union labor agreements or required by law now or hereafter in force.

Contractor shall indemnify City against, and save it harmless from any and all loss, damages, costs, expenses, and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions or covenant of this Agreement.

At any time before final settlement of adjudication of any loss, damage, liability, claim, demand, suit or cause of action for which the Contractor in this Agreement agrees to indemnify and save harmless the City.

ARTICLE XI - CLEAN-UP:

Contractors shall clean up and remove all rubbish and debris caused by its operations and employees. Otherwise, after a (48) Hour written Notice, City shall proceed with this work and charge Contractor for all costs plus a 10% mark-up for overhead and profit.

ARTICLE XII- SAFETY:

Contractor shall carry on its work in a safe manner, in accordance with the regulations of the latest revised edition of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc., for the protection of persons and property at the site, and Contractor agrees to abide by all applicable Federal, State and Local laws, ordinances, regulations, standards and rules having reference to safety. Contractor agrees to be solely responsible for the protection and safety of its workmen, for the final selection of safety methods, means and safeguards, for the daily inspection of the work area, and for the instruction of its workmen on safety, including attending and/or conducting safety meetings at least once a week.

ARTICLE XIII - EQUAL EMPLOYMENT OPPORTUNITY:

A) During the performance of this Agreement, the Contractor, for itself, its members, officers, directors, and employees in interest agrees as follows:

Non-discrimination: The Contractor with regard to the Services to be performed under this Agreement shall not discriminate on grounds prohibited by federal, state or local constitution, law, statute or ordinance in:

1. The selection and retention of subcontractors or the procurement of materials and leases of equipment.
2. The Contractor agrees that it will not discriminate against any person, employee, consultant, or applicant for employment with respect to his/her hire tenure, terms, conditions, or privileges or employment or hire of employees, consultants or applicants for employment.

B) Solicitations for Subcontractors: In all solicitations made by the Contractor for work to be performed under a subcontract, each potential subcontractor shall be notified by the Contractor of the Contractor's obligations under this Agreement, and the regulations relative to non-discrimination.

C) Sanctions for Noncompliance: In the event of noncompliance with the non-discrimination provisions of this Agreement and the City's Non-Discrimination Clause, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under this Agreement until the Contractor complies; and/or
2. cancellation, termination, or suspension of this Agreement, in whole or in part; and/or
3. The imposition of liquidated damages (not a penalty) in the amount of \$500.00 per day, for each day that the Contractor shall fail to comply with said requirements, as determined by the Comptroller, in consultation with the Community and Economic Development Director.

ARTICLE XIV - DEFAULT:

A) If the Contractor:

1. fails to supply complete labor, materials, equipment and supervision in sufficient time and quantity to meet the City's progress schedule (as outlined in Article II of this Agreement) as it may be modified.
2. causes stoppage or delay of, or interference with the project.
3. fails to promptly pay its subcontractors (if applicable), laborers, suppliers, material, men and/or employees for work on the project.
4. fails to pay worker's compensation or other employee benefits, withholding or any other taxes.
5. fails to comply with the safety provisions of this Agreement or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project.

6. makes unauthorized changes in supervisory personnel.
7. fails in the performance or observance of any of the provisions of this contract; or
8.
 - a) files a voluntary petition in bankruptcy or is adjudicated insolvent.
 - b) obtains an order for relief under Section 301 of the Bankruptcy Code.
 - c) files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency, or other relief of debtors.
 - d) or seeks or consents to or is acquiescent in the appointment of any trustee, receiver, or liquidator of any of its assets or property.
 - e) makes an assignment for the benefit of creditors; or
 - f) makes an admission, in writing, of its inability to pay its debts as they became due.

B) Then City, after giving the Contractor written or oral (subsequently confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

- 1) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
 - a) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment, facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and
 - b) Recover from Contractor all costs incurred by City to complete the work plus a 10% mark-up for overhead and profit, and further recover from Contractor all losses, damages, penalties, and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

ARTICLE XV- INSURANCE:

Before Contractor does any work at, or prepares to deliver material to the City, the Contractor shall provide a Certificate of Insurance, issued by a financially responsible insurance company licensed to write insurance in the State of Michigan, evidencing coverage in amounts not less than required by specifications or as follows:

- A) Workers' Compensation: to the extent and at least the minimum amount required by the laws of the state in which work is to be performed.
- B) Commercial General, Professional and Automobile Liability (if applicable): in the amount of One Million Dollars (\$1,000,000.00) for any one occurrence, and Two Million Dollars (\$2,000,000.00) aggregate. The coverage shall apply to all work and activities performed by the Contractor with respect to the Scope of Work/Services for the Project. In addition, Contractor shall provide a statement from its insurer(s) noting that the work and activities to be performed by the Contractor with respect to the project, is not excluded from coverage.
- C) No payments will be made to the Contractor until current certificates of insurance have been received and approved. Insurance companies, named insured and policy forms shall be subject to the City's approval. In the event the coverage evidenced by any such Certificate is canceled or reduced, Contractor shall procure and furnish to City before the effective date of such cancellation, new Certificates conforming to the above requirements. Until evidence of conformity is received, services and related payments will be suspended.
- D) Hold Harmless Agreement: Contractor shall assume liability and indemnify City from and against any liability and all loss, costs, damages, expenses, including attorney fees, on account of claims per personal injury, including death, sustained by any person or persons whosoever, including employees of Contractor, and for injury to or destruction of property of a person or organization, including loss of use thereof, arising out of the performance of the work under this agreement, excepting only such matters caused solely and exclusively by the fault or negligence of the City.

If applicable, the subcontractor shall have its own insurance company naming Contractor and the City as Additional Insured with the following clause added: "The insurance afforded to the Additional Insured is Primary Insurance. If the additional insured has other insurance which is applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance."

Each of the above required Certificates shall provide that the coverage therein afforded shall not be canceled or reduced except by written notice to City given at least thirty (30) days prior to the effective date of such cancellation or reduction.

ARTICLE XVI- TAXES AND CONTRIBUTIONS:

The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect, and save harmless the City from and against the payment of:

- A) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees, by whomsoever employed or engaged in the work to be performed and furnished under this Agreement.
- B) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons or agents acting for, through or under it or any of them, by reason of the performance of the work or the acquisition, ownership, furnishing or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.
- C) All pension, welfare, vacation, annuity, and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Agreement.

ARTICLE XVII – MISCELLANEOUS:

- A) Failure of a party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.
- B) The Contractor agrees that it is not, and will not become, in arrears to the City upon any contract, debt, or obligation to the City, including real property and personal property taxes.
- C) The singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- D) If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to person or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- E) Insolvency Proceedings: Contractor is not involved in any proceeding by or against it in any court under the Bankruptcy Code or any other insolvency or debtor's relief act, whether state or federal, or for the appointment of a trustee, receiver, liquidator, assignee, or other similar official of Contractor or Contractor's property.
- F) Status of Contractor. Contractor is a Michigan corporation which is duly organized, validly existing, and in good standing under the laws of the State of Michigan; and, further, is properly authorized, according to its Articles of Incorporation, Bylaws, and duly adopted Resolution, to enter into and carry out the transactions contemplated by this Agreement.

ARTICLE XVIII - GENERAL:

Except as otherwise provided in Article III, this Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no other agreement or understanding shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto.

The Contractor represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents as provided in Article III, has investigated the nature, locality and site of the work, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the City, or of any of their respective officers, agents, servants or employees.

No waiver by the City of any provision of this Agreement shall be deemed to be waived of any other provisions hereof or of any subsequent breach by Contractor of the same or any other provision.

ARTICLE XVIII – PROJECT LABOR AND MATERIAL WARRANTY:

The contractor agrees to provide unconditional **18 months warrantee** on labor and materials of its work, or the work performed by the contractor's employees or subcontractors hired by the contractor to perform work on this contract, if the damages or the repair is due to failure caused by workmanship or non-performing/failed materials.

ARTICLE XX - CERTIFICATIONS:

- A) The individual signing certifies that he/she is authorized to contract on behalf of the Contractor and to make these certifications.
- B) The individual signing certifies that the Contractor is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Contractor.
- C) The individual signing certifies that the Contractor meets the independence standards of the Government Auditing Standards issued by the Comptroller General of the United States.
- D) The individual signing certifies that he/she is aware that all individuals to be assigned to the audit have met the GAO Continuing Education Requirement of 80 hours of continuing education every two years; and that 24 hours of this education have been in subjects directly related to the auditing of government grants.
- E) The individual signing certifies that he/she has read and understands the GAO requirement of an external quality control review at least once every three years.
- F) The individual signing certifies that the Contractor, and any individuals to be assigned to the audit, do not have a record of substandard audit work and have not been debarred or suspended from doing work with any Federal, state or local government. (If the Contractor or any individual assigned to the audit has been found in violation of any state or AICPA professional standards, this information must be disclosed.)
- G) The individual signing certifies that the Contractor does carry professional malpractice insurance or is otherwise adequately self-insured.
- H) The individual signing certifies that the contractor does not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability, or any other basis prohibited by law. The contractor shall take affirmative action to ensure that employees are treated during their employment, without regard to race, color, religion, sex, age, national origin, disability, or any other basis prohibited by law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or forms of compensation; and selection for training, including apprenticeship. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability or any other basis prohibited by law.

ARTICLE XXI – “Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”:

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.](#), p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- G) Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- J) See [§ 200.323](#).
- K) See [§ 200.216](#).
- L) See [§ 200.322](#).

ARTICLE XXII – NON-COLLUSION AFFIDAVIT:

- 1) The person who is signing this contract agreement is authorized legally to represent **BAE Networks LLC** as the lowest qualified bidder.
- 2) The person who signing this contract agreement is fully informed concerning the preparation and contents of the attached bid and of all pertinent circumstances with respect to it.
- 3) The person who signing this contract agreement affirm the attached bid is genuine and not a collusive or sham bid.
- 4) The person who signing this contract agreement affirm that neither the person or entity submitting the attached bid, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest (including the undersigned), has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other person or entity submitting a bid, or with any person affiliated with such a person or entity, to submit a collusive or sham Quote in connection with the contract for which the attached bid has been submitted, or to refrain from submitting a bid in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other person or entity submitting a bid, or with any person affiliated with such a person or entity, to fix the price or prices in the attached bid or of any other bidder, or, to fix any overhead, profit, or cost element of the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Dearborn Heights or any person interested in the proposed contract.
- 5) The price, prices, and/or other terms quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest.

Name and Title of Person Signing

Sworn to and signed in my presence by: _____ on _____, 2023.

_____, Notary Public

Wayne County, Michigan

Acting in Wayne County, Michigan

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents as of the date executed below.

CITY OF DEARBORN HEIGHTS ("City")

By:

Name: Bill Bazzi

Title: Mayor

Dated:

Signature:

By:

Name: Lynne Senia

Title: Clerk

Dated:

Signature:

BAE Networks LLC ("Contractor")

By:

Name:

Title:

Dated:

Signature:

Federal Tax ID #

Approved for the Agenda of:	
10/24/2023	Motion No.

7.G.



Community Economic Development

Bill Bazzi
Mayor

TO: Honorable Mayor Bill Bazzi
Honorable City Council Members

FROM: Hassane Jamal, Director

DATE: October 17, 2023

RE: CEDD Director Jamal - Bid Award - Berwyn Center External Doors Replacement
10/16/2023

Honorable council chair and members,

I'm requesting your approval for the following:

"Motion to approve awarding the HUD/CDBG fully funded – Berwyn Senior Center Improvement- External Doors Replacement Project to the lowest qualified bidder, Led Lion Inc. Located at: 26384 Woodworth Circle, Dearborn Heights, MI 48127 for the amount of \$26,940.00 according to the attached bid responses package as stated on "Bid Response Form Page #1"

Further, approve the contract agreement (pre-approved by the CEDD Assistant Corporation Counsel) as attached and authorize the mayor and the clerk to sign it.

Additionally, authorize the CEDD -Director to approve necessary change orders up to (20% of the bid amount) \$5,388.00 and the mayor plus the comptroller or the clerk to issue and sign the necessary warrants for a total amount of amounts not to exceed \$32,328.00 logged to CDBG fund 103- Berwyn Senior Center Improvement- general ledger tracking accounts.

Furthermore, authorize the treasurer to pay them from the unrestricted general fund pool bank account to be reimbursed from the US treasury accordingly.

Also, authorize the comptroller to return the bid bonds/cashier checks to the unsuccessful bidders.

Thank you,

Hassane Jamal

Attachments:

Bid response package including contract agreement.

Attachments:

1. Berwyn Center External Doors Replacement Project



Bill Bazzi
Mayor

Hassane Jamal
Director
Community and Economic Development

10/16/2023

Honorable council chair and members,

I'm requesting your approval for the following:

*"Motion to approve awarding the HUD/CDBG fully funded – **Berwyn Senior Center Improvement-External Doors Replacement Project** to the lowest qualified bidder **Led Lion Inc.** Located at: **26384 Woodworth Circle, Dearborn Heights, MI 48127** In the amount of **\$26,940.00** according to the attached bid responses package as stated on "Bid Response Form Page #1"*

Further, approve the contract agreement (pre-approved by the CEDD Assistant Corporation Counsel) as attached and authorize the mayor and the clerk to sign it.

*Additionally authorize the CEDD -Director to approve necessary change orders up to (20% of the bid amount) **\$5,388.00 and** the mayor plus the comptroller or the clerk to issue and sign the necessary warrants for a total amount of amounts not to exceed **\$32,328.00** logged to CDBG fund 103- Berwyn Senior Center Improvement- general ledger tracking accounts.*

Furthermore, authorize the treasurer to pay them from the unrestricted general fund pool bank account to be reimbursed from the US treasury accordingly.

Also, authorize the comptroller to return the bid bonds/cashier checks to the unsuccessful bidders.

Thank you,

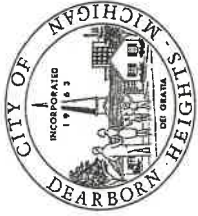
Hassane Jamal

Attachments:

- 1- Bid response package including contract agreement.

Community and Economic Development Department • 26155 Richardson,
Dearborn Heights, MI 48127 • (313) 791-3500

CITY OF DEARBORN HEIGHTS



Name of Bid: Berwyn Senior Center- External Door Replacement Project

Bid Date

10/3/2023

Bidder	Bid Deposit	Bid Amount	Notes
Led Lion Inc 26384 Woodworth Circle Dearborn Heights, MI 48127	No Bid Deposit <i>Received 10/6/23</i> <i>H. James</i>	<i>\$26,940.00</i>	<i>Best qualified Bidder</i>
Decima LLC 16870 Schafer Hwy Detroit, MI 48235	No Bid Deposit	\$33,000.00	
Detroit Glass and Door LLC 250 E. Harbortown Dr Detroit, MI 48207	5.00% Bid Bond	\$27,858.00	
Environmental Glass, Inc 12675 Marlin Drive Redford, MI 48239	5.00% Bid Bond	\$66,500.00	
			Opened By- Mathew Paul Witnesses 1. Cyndi King 2. Mahdi Beydoun 10/3/23 3:00 p.m.

to David 10/9/2023

CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
BERWYN SENIOR CENTER IMPROVEMENTS
EXTERNAL DOORS REPLACEMENT PROJECT
SPECIFICATIONS

ITEMIZATION SHEET (S) FOR:

CITY OF DEARBORN HEIGHTS, COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
BERWYN SENIOR CENTER IMPROVEMENTS, DOORS INSTALLATION PROJECT
26155 RICHARDSON, DEARBORN HEIGHTS, MI 48127

# / TASK NAME	PRIMARY BID ITEMIZATIONS/SPECIFICATIONS	TOTAL COST
#1 ASBESTOS ABATEMENT	ASBESTOS ABATEMENT: A. Exterior Doors Caulk (White) Material collected from the exterior doors of the Community Development Offices of City of Dearborn Heights tested POSITIVE for asbestos content. B. A Certified Asbestos Abatement Contractor must perform the asbestos abatement and provide a Completion of Asbestos Abatement Certification/Manifest and achieve an asbestos clearance upon completion. NOTE: PLEASE REFER TO THE ATTACHED ASBESTOS BULK SAMPLE COLLECTION AND ANALYSIS REPORT.	\$2500
#2 DOORS REPLACEMENT	DOORS REPLACEMENT: A. Wing A entrances and framing systems include replacement of 4 total single entrance doors including associated framing, transoms, flashings and trims, metal panels, glazing, finish hardware and Joint sealants for complete entrance replacement. B. Wing B boiler room entrance system including 1 total single entrance door including associated framing, flashings and trims, metal panel infill for non-vision, finish hardware and Joint sealants for complete finish hardware and Joint sealants for complete entrance replacement.	\$23,340



CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
 BERWYN SENIOR CENTER IMPROVEMENTS
 EXTERNAL DOORS REPLACEMENT PROJECT
SPECIFICATIONS

ITEMIZATION SHEET (S) FOR:

CITY OF DEARBORN HEIGHTS, COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
 BERWYN SENIOR CENTER IMPROVEMENTS, DOORS INSTALLATION PROJECT
 26155 RICHARDSON, DEARBORN HEIGHTS, MI 48127

# / TASK NAME	PRIMARY BID ITEMIZATIONS/SPECIFICATIONS	TOTAL COST
Scope of work:	1. Comply with all, general requirements. 2. Comply with ADA 3. Provide permits for your work 4. Comply with Davis Bacon Prevailing Wages applicable to this project 5. Provide shop drawings, submittals, as-buils, O and M's, closeout documents 6. Provide equipment for your work 7. Provide dumpsters for your work 8. Provide final cleaning of your work 9. Remove and properly dispose existing hollow metal entrances, framing, transoms, metal panels, and hardware complete. Prep openings to receive new work. Coordinate with adjacent window removal by others. Assume positive ACM asbestos perimeter joint sealants and include ACM abatement as required. Work must be performed by certified and licensed asbestos abatement contractor. 10. Rework ceiling as required for new entrance framing systems at door transom framing that passes finish ceiling height. 11. Patch and prep concrete at threshold as required to receive new threshold.	\$500 dumpster



**CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
BERWYN SENIOR CENTER IMPROVEMENTS
EXTERNAL DOORS REPLACEMENT PROJECT
SPECIFICATIONS**

ITEMIZATION SHEET (S) FOR:

**CITY OF DEARBORN HEIGHTS, COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
BERWYN SENIOR CENTER IMPROVEMENTS, DOORS INSTALLATION PROJECT
26155 RICHARDSON, DEARBORN HEIGHTS, MI 48127**

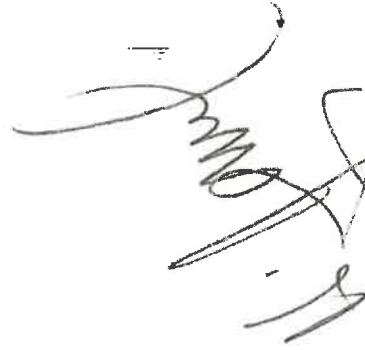
# / TASK NAME	PRIMARY BID ITEMIZATIONS/SPECIFICATIONS	TOTAL COST
Scope of work:	12. Furnish and install new aluminum framed entrances and storefront framing systems complete including associated door framing, transoms, trims, insulated metal panels, insulated glazing, finish hardware, joint sealants, etc. A. Entrance Framing to be 2"x4 1/2" aluminum with clear anodized finish including aluminum trims and break metal as required to provide a complete system and conceal additional depth of removed hollow metal frames as required for turn-key installation. B. Entrance doors to be standard stile and rail with clear anodized finish with 10" ADA bottom rail to include finish hardware package with weather stripping, continuous hinges, rim panic exit devices, exterior pulls, locks/cylinders, door closers, thresholds, etc. C. Glazing to be clear 1" insulated glass unit with 1/4" tempered lights, dual sealed spacer and PPG/Vitro Solar ban 60 or equivalent Low E coating on surface #2 of the insulated glass units D. Metal panels above the ceiling level to be 1" insulated metal panels with smooth aluminum clear anodized skins. E. Provide 1" metal panel infill for boiler room entrance door in lieu of glass since vision glass is not required at this location F. Elastomeric silicone joint sealants at both interior and exterior 13. Provide and install rim panic exit device and pulls on south office entrance door. Make door and frame modifications as necessary to receive new hardware.	

CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
BERWYN SENIOR CENTER IMPROVEMENTS
EXTERNAL DOORS REPLACEMENT PROJECT
SPECIFICATIONS

ITEMIZATION SHEET (S) FOR:

CITY OF DEARBORN HEIGHTS, COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
BERWYN SENIOR CENTER IMPROVEMENTS, DOORS INSTALLATION PROJECT
26155 RICHARDSON, DEARBORN HEIGHTS, MI 48127

# / TASK NAME	PRIMARY BID ITEMIZATIONS/SPECIFICATIONS	TOTAL COST
	Secure the required building permits from the Dearborn Heights Building & Engineering Dept. NOTE: Contractor must contact the Community and Economic Development Department for the final building inspection. All work must comply with state and local codes.	\$600
	TOTAL BID AMOUNT (ENTER HERE AND ON BID RESPONSE FORM PAGE #1)	\$26,940



CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
BERWYN SENIOR CENTER IMPROVEMENTS
EXTERNAL DOORS REPLACEMENT PROJECT
SPECIFICATIONS

ITEMIZATION SHEET (S) FOR:
CITY OF DEARBORN HEIGHTS, COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
BERWYN SENIOR CENTER IMPROVEMENTS, DOORS INSTALLATION PROJECT
26155 RICHARDSON, DEARBORN HEIGHTS, MI 48127

# / TASK NAME	PRIMARY BID ITEMIZATIONS/SPECIFICATIONS	TOTAL COST
Monitoring Asbestos	<u>Removal of Asbestos should be coordinated for monitoring and clearance with the Dearborn Heights/CEDD/environmental consultant ETC.</u> <u>The program will cover the cost for monitoring and clearance.</u> <u>Contact person: Jeremy Westcott from ETC.</u> <u>Office: 734-955-6600</u> <u>Cell: 734-649-9680</u> <u>Email: jeremy.westcott@2etc.com</u>	THIS TASK COST WILL BE PAID BY THE CEDD.
		XXXXXXXXXXXX

Prepared by the CEDD Rehab specialist Hassan Bazzi

Approved by the CEDD Construction coordinator

Authorized by the CEDD Director

Ali M. Diba P.E.
Dearborn Heights
City Engineer

**CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
BERWYN SENIOR CENTER IMPROVEMENTS-EXTERNAL DOORS REPLACEMENT PROJECT**

BID RESPONSE FORM PAGE #1

NOTICE

FAILURE TO COMPLETE THIS FORM SHALL RESULT IN YOUR RESPONSE BEING DEEMED NON-RESPONSIVE AND REJECTED WITHOUT ANY FURTHER EVALUATION.

THIS PROJECT IS FUNDED PARTIALLY/FULLY BY FEDERAL FUNDS FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ADMINISTERED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

THIS PROJECT IS SUBJECT TO ALL APPLICABLE HUD RULES AND REGULATIONS INCLUDING FEDERAL DAVIS-BACON WAGE RULES AND REGULATIONS AND ALL APPLICABLE CITY REGULATIONS.

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with the City's Sealed Bid, which includes all documents outlined in the Bid Package Index.

AGREE: PLEASE SIGN AND COMPLETE BID DOCUMENTS

 DATE: 9 / 30 / 2023

DISAGREE: STOP HERE YOU ARE NOT QUALIFIED TO BID

Twenty-six thousand nine hundred and forty \$ 26,940

(Total Figure Written)

(Total Figure)

(Total figure from itemized bid sheets)

**CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
BERWYN SENIOR CENTER IMPROVEMENTS-EXTERNAL DOORS REPLACEMENT PROJECT**

BID RESPONSE FORM PAGE #2

ADDENDA:

The undersigned has read, understands and is fully cognizant of the information to Respondents, Offer and Form of Contract, all Sections thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): none. In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the City, and to enter a Contract with the City, in accordance with all terms and bid documents as indicated in the bid table of content, and addenda in the Request for Response, as well as the Form of Contract, together with any written addendum as specified above.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the Sealed Bid and will be in-compliance with such requirements. By submitting this Response Form, the Respondent represents that: 1) the Respondent is in compliance with any applicable City and HUD regulations, and 2) if awarded a contract to provide the services required in the Sealed Bid, the Respondent will comply with the requirements set forth in the Sealed Bid and (3) Respondent will sign the Construction / installation / installation Contract (attached to Bid Package for reference) if awarded the Contract. Failure to sign the Construction / installation / installation Contract within fourteen (14) days of notification of award of contract will result in a breach and Respondent will forfeit his/her bid bond.

NONCOLLUSION:

The undersigned, by submission of this Response Form, hereby declares that this Response is made without collusion with any other business making any other Response, or which otherwise would make a Response.

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements of this SEALED BID. The undersigned also certifies it has read and understands all Bid Documents as outlined in the "Bid Index Page".

MANDATORY SITE VISIT:

To schedule the mandatory walk thru for this Bid please contact:

Hassan Bazzi

Phone: 313-791-3504

Email: hbazzi@earbornheightsmi.gov

Address: 26155 Richardson, Dearborn Heights, MI 48127

CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
BERWYN SENIOR CENTER IMPROVEMENTS-EXTERNAL DOORS REPLACEMENT PROJECT

BID RESPONSE FORM PAGE #3

No Response shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Company Name The Led Lion Inc

Name: Alex Mokahal

Address: 26384 Woodworth Cir.

Phone: 313-492-4443

City Dearborn Heights State MI Zip 48127

Fax:

Signature of Person Authorized to Sign: 

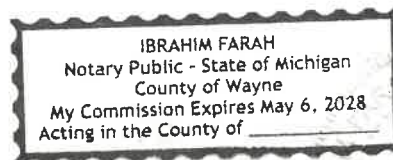
Printed Name: Alex Mokahal

Title: G.C

Federal Tax ID 45-5260352

Acknowledged before me by Hussein Mokahal (name) as General Contractor, The Led Lion Inc.
(title) of (Company)
of October (month),
2023 (Year)) this 2nd (day)

Notary Signature:
My Commission Expires:
Affix Seal



**CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
BERWYN SENIOR CENTER IMPROVEMENTS-EXTERNAL DOORS REPLACEMENT PROJECT**

MANDATORY SITE VISITATION ACKNOWLEDGEMENT

I Alex Mokahal On behalf of The Led Lion Inc
(Print name) (Print company name)

have visited the locations specified in this bid packet and made all the appropriate measurements, quotations, pictures, etc., as deemed necessary for this bid.



CDBG Rehabilitation Specialist

To schedule the mandatory walk thru for this Bid please contact:
Hassan Bazzi
Phone: 313 -791- 3504 Fax: 313 -791- 3501
Email: hbazzi@dearbornheightsmi.gov
Address: 26155 Richardson, Dearborn Heights, MI 48127

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Cashier's Check - Customer Copy

No. 1618326175

Void After 90 Days

30-1/1140

Date 10/06/23 04:40:31 PM

FORD/ TELEGRAPH
0006 0000447 0174

Pay

BANK OF AMERICA
ONE FOUR FIVE ZERO DOLLARS

****\$1,450.00****

One Thousand Four Hundred Fifty and 00/100 Dollars

To The CITY OF DEARBORN HEIGHTS
Order Of

Remitter (Purchased By): THE LED LION INC

Bank of America, N.A.
SAN ANTONIO, TX

*Beveryn
External
Door
Bldg*

Not-Negotiable
Customer Copy
Retain for your Records

001641007111

BANK OF AMERICA

Cashier's Check

No. 1618326175

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

30-1/1140

Date 10/06/23 04:40:31 PM

FORD/ TELEGRAPH
0006 0000447 0174

Pay

BANK OF AMERICA
ONE FOUR FIVE ZERO DOLLARS

****\$1,450.00****

One Thousand Four Hundred Fifty and 00/100 Dollars

To The CITY OF DEARBORN HEIGHTS
Order Of

Remitter (Purchased By): THE LED LION INC

Bank of America, N.A.
SAN ANTONIO, TX

[Signature]
AUTHORIZED SIGNATURE

⑈ 1618326175 ⑈ ⑆ 11000019 ⑆ 001641007111 ⑈

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

**CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
BERWYN SENIOR CENTER IMPROVEMENT
External Doors Replacement Project
CONTRACT AGREEMENT**

ATTENTION: THIS PROJECT IS FUNDED PARTIALLY/FULLY BY FEDERAL FUNDS FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ADMINISTERED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS PROJECT IS SUBJECT TO ALL APPLICABLE HUD RULES AND REGULATIONS INCLUDING FEDERAL DAVIS-BACON WAGE RULES AND ALL APPLICABLE CITY REGULATIONS.

ARTICLE I - PARTIES OF AGREEMENT: REGULATIONS

This agreement ("Agreement") is entered into the date executed below, between the City of Dearborn Heights hereinafter referred to as "City", and hereafter referred to as "Contractor", with its principal offices located at 26384 Woodworth Circle, Dearborn heights 48127. This Agreement formalizes the understanding between the City and Contractor Name: **Led Lion Inc.** stemming from the City's **Berwyn Senior Center Improvement-External Doors Replacement Project.**

ARTICLE II - WORK TO BE PERFORMED (Scope of Work):

Except as otherwise provided herein, Contractor shall furnish all labor, material, tools, equipment, supervision, and services necessary to properly execute and complete the Project. The Project shall be performed by Contractor in good and workman like manner strictly in accordance with the City's request for bids, the City's bid conditions and obligations and the Contractor's bid, all of which are incorporated by reference. The Project will commence within ten (10) days upon execution of the Agreement and shall be completed no later than 60 days from this agreement execution, extensions are allowable and approved by the project manager based on case-by-case situations, otherwise, the Contractor will be subject to liquidated damages.

ARTICLE III- TERMS INCORPORATED BY REFERENCE

This Agreement incorporates the City's Advertisement for Bids and all documents contained therein, and the Contractor's bid as submitted by reference ("Contract Documents"). Contractor shall be bound by the terms of the Agreement between City and Contractor and all documents incorporated therein.

ARTICLE IV - COMPENSATION:

The contractor agrees that the total quoted price amounts of **\$ 26,940.00 Twenty-six and nine forty** as set forth in its Contract Documents, namely the bid itemizations/specifications shall be price used to compensate Contractor per unit.

ARTICLE V - PAYMENTS:

- A) **INVOICES** - The Contractor will be paid on a regular basis, no later than thirty (30) days after receipt of proper invoices, certifications, and progress reports.
- B) **PAYMENT/BOND** - Payments will be made on a reimbursement basis for services and work actually and satisfactorily performed to the reasonable discretion of the City ("Final Acceptance"), subject to payment of the final invoice being withheld pending final completion and acceptance of the work.
- C) **FINAL PAYMENT** - A final payment consisting of the unpaid balance of the Contractor's Compensation shall be made within ten (10) days after both of the following occur: (a) full completion of the work by contractor, (b) Final Acceptance of the work by the City.

ARTICLE VI - SPECIAL REQUIREMENTS:

SCHEDULE - Time is the essence of this Agreement and the Project shall be performed in accordance with the City's Request for Bids and the City's Bid Conditions and Obligations for this Program. The contractor agrees to commence the Project under this Agreement after a pre-construction/pre-installation meeting has been held and to perform all parts of the Project punctually and diligently.

If the Contractor is behind in the Project hereunder, fails or refuses to supply sufficient workmen, or to deliver materials or equipment on schedule, and delays progress of the Project; or if the different parts thereof are not commenced, performed, finished and delivered on time, City shall have the right to direct the Contractor to furnish additional labor and expedite deliveries of material and equipment at contractor's cost and expense. If such additional labor is not available, City has the right to require Contractor at the Contractor's cost, to work overtime or additional shifts (and/or weekends and holidays) to such an extent as will be sufficient to speed up and complete the Project in accordance with a progress schedule.

If City incurs any cost associated with the Contractor's delay with respect to the completion dates identified in Article II, the Contractor is to reimburse City for all costs associated with Contractor's delay including any liquidated damages assessed against City

ARTICLE VII - CHANGES:

- A) Definitions- Change Order: A written order signed and issued by the City, namely the Director/Project Manager and his authorized representative to sign and issue the original Agreement, directing the City to make changes to Article II (Scope of Work) of this Agreement.
- Contract Modification: Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provision of the Agreement must be accomplished by mutual action of the parties to the Agreement.
- B) The city may request changes to the Scope of Work/Services to be furnished or performed by the Contractor under the Agreement, as well as changes in the time of performance of the Agreement. All such changes shall be authorized by with Change Order or Contract Modification, as those terms are defined in this Agreement.
- C) Contractor acknowledges that any change in the Agreement price represents full compensation for all costs associated with the change request, including delay costs, impacts, acceleration, disruption, consequential damages, and any other costs of any nature.
- D) No action, conduct, omission, prior failure, or course of dealing by the City shall act to waive, modify, change, or alter the requirement that Contract Modifications must be in writing and signed by the Owner and the Contractor. The Contractor further acknowledges that Change Orders and Contract Modifications are the exclusive method for effecting any change to the Agreement.

ARTICLE VIII - SUBLETTING - ASSIGNMENT:

No part of this Agreement, nor any interest or monies due therein, may be assigned, sublet, or transferred without the City's written consent and/or approval of the assignment. The contractor is liable to City for all acts and omissions of its subcontractors, assignees, or transferees.

ARTICLE IX - TERMINATION:

City shall have the right to terminate this Agreement with or without cause, for the convenience of City. In the event of termination for the City's convenience, compensation to Contractor shall be made on the same basis as that provided for in the Agreement between City and Contractor or Contract Documents, or in the absence of applicable provisions, then based on the percentage of the work completed as of the date of termination. In no event shall the Contractor be entitled to the anticipated profits.

ARTICLE X - INDEMNITY AND RESPONSIBILITY:

The contractor specifically obligates itself to the City in the following respects (and this agreement is made upon such express condition) to wit.

- A) To indemnify City, including its elected officials, employees, volunteers, and representatives against and save them harmless from any and all claims, suits, liability, expense, including attorney's fees or damage for alleged or actual infringement or violation of any patent or patent right arising in connection with this Agreement and anything done thereunder.
- B) To protect, hold free and harmless defend and indemnify City including its elected officials, employees, volunteers, and representatives from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees resulting from injury or death sustained by any person (including Contractor's employees) or damage to property of any kind, which injury, death or damage arises out of or is in any way connected with the performance of work under this contract, except that said agreement shall not be applicable to injury, death or damage to property arising from the sole negligence or willful misconduct of Owner, its elected officials, employees, volunteers, and representatives who are directly responsible to the Contractor. This indemnification agreement shall extend to all claims of this Agreement asserted after termination, for whatever reason.
- C) To warrant and guarantee the work and materials covered by this Agreement and agrees to make good at its expense, any defect in materials or workmanship, including the restoration of work of other subcontractors that has been affected. To indemnify City for any loss that may be caused by breach of said warranty and guarantee.
- D) To obtain and pay for all permits, licenses and official inspections made necessary by its work and to comply with all laws, ordinances and regulations bearing on its work and the conduct thereof.
- E) To be fully and exclusively responsible for, and to pay when due, any and all applicable contribution allowances of other payments or deductions, however termed, required by union labor agreements or required by law now or hereafter in force.

Contractor shall indemnify City against, and save it harmless from any and all loss, damages, costs, expenses, and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions or covenant of this Agreement.

At any time before final settlement of adjudication of any loss, damage, liability, claim, demand, suit or cause of action for which the Contractor in this Agreement agrees to indemnify and save harmless the City.

ARTICLE XI - CLEAN-UP:

Contractors shall clean up and remove all rubbish and debris caused by its operations and employees. Otherwise, after a (48) Hour written Notice, City shall proceed with this work and charge Contractor for all costs plus a 10% mark-up for overhead and profit.

ARTICLE XII- SAFETY:

Contractor shall carry on its work in a safe manner, in accordance with the regulations of the latest revised edition of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc., for the protection of persons and property at the site, and Contractor agrees to abide by all applicable Federal, State and Local laws, ordinances, regulations, standards and rules having reference to safety. Contractor agrees to be solely responsible for the protection and safety of its workmen, for the final selection of safety methods, means and safeguards, for the daily inspection of the work area, and for the instruction of its workmen on safety, including attending and/or conducting safety meetings at least once a week.

ARTICLE XIII - EQUAL EMPLOYMENT OPPORTUNITY:

A) During the performance of this Agreement, the Contractor, for itself, its members, officers, directors, and employees in interest agrees as follows:

Non-discrimination: The Contractor with regard to the Services to be performed under this Agreement shall not discriminate on grounds prohibited by federal, state or local constitution, law, statute or ordinance in:

1. The selection and retention of subcontractors or the procurement of materials and leases of equipment.
2. The Contractor agrees that it will not discriminate against any person, employee, consultant, or applicant for employment with respect to his/her hire tenure, terms, conditions, or privileges or employment or hire of employees, consultants or applicants for employment.

B) Solicitations for Subcontractors: In all solicitations made by the Contractor for work to be performed under a subcontract, each potential subcontractor shall be notified by the Contractor of the Contractor's obligations under this Agreement, and the regulations relative to non-discrimination.

C) Sanctions for Noncompliance: In the event of noncompliance with the non-discrimination provisions of this Agreement and the City's Non-Discrimination Clause, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under this Agreement until the Contractor complies; and/or
2. cancellation, termination, or suspension of this Agreement, in whole or in part; and/or
3. The imposition of liquidated damages (not a penalty) in the amount of \$500.00 per day, for each day that the Contractor shall fail to comply with said requirements, as determined by the Comptroller, in consultation with the Community and Economic Development Director.

ARTICLE XIV - DEFAULT:

A) If the Contractor:

1. fails to supply complete labor, materials, equipment and supervision in sufficient time and quantity to meet the City's progress schedule (as outlined in Article II of this Agreement) as it may be modified.
2. causes stoppage or delay of, or interference with the project.
3. fails to promptly pay its subcontractors (if applicable), laborers, suppliers, material, men and/or employees for work on the project.
4. fails to pay worker's compensation or other employee benefits, withholding or any other taxes.
5. fails to comply with the safety provisions of this Agreement or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project.

6. makes unauthorized changes in supervisory personnel.
7. fails in the performance or observance of any of the provisions of this contract; or
8.
 - a) files a voluntary petition in bankruptcy or is adjudicated insolvent.
 - b) obtains an order for relief under Section 301 of the Bankruptcy Code.
 - c) files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency, or other relief of debtors.
 - d) or seeks or consents to or is acquiescent in the appointment of any trustee, receiver, or liquidator of any of its assets or property.
 - e) makes an assignment for the benefit of creditors; or
 - f) makes an admission, in writing, of its inability to pay its debts as they became due.

B) Then City, after giving the Contractor written or oral (subsequently confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

- 1) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
 - a) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment, facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and
 - b) Recover from Contractor all costs incurred by City to complete the work plus a 10% mark-up for overhead and profit, and further recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

ARTICLE XV- INSURANCE:

Before Contractor does any work at, or prepares to deliver material to the City, the Contractor shall provide a Certificate of Insurance, issued by a financially responsible insurance company licensed to write insurance in the State of Michigan, evidencing coverage in amounts not less than required by specifications or as follows:

- A) Workers' Compensation: to the extent and at least the minimum amount required by the laws of the state in which work is to be performed.
- B) Commercial General, Professional and Automobile Liability (if applicable): in the amount of One Million Dollars (\$1,000,000.00) for any one occurrence, and Two Million Dollars (\$2,000,000.00) aggregate. The coverage shall apply to all work and activities performed by the Contractor with respect to the Scope of Work/Services for the Project. In addition, Contractor shall provide a statement from its insurer(s) noting that the work and activities to be performed by the Contractor with respect to the project, is not excluded from coverage.
- C) No payments will be made to the Contractor until current certificates of insurance have been received and approved. Insurance companies, named insured and policy forms shall be subject to the City's approval. In the event the coverage evidenced by any such Certificate is canceled or reduced, Contractor shall procure and furnish to City before the effective date of such cancellation, new Certificates conforming to the above requirements. Until evidence of conformity is received, services and related payments will be suspended.
- D) Hold Harmless Agreement: Contractor shall assume liability and indemnify City from and against any liability and all loss, costs, damages, expenses, including attorney fees, on account of claims per personal injury, including death, sustained by any person or persons whosoever, including employees of Contractor, and for injury to or destruction of property of a person or organization, including loss of use thereof, arising out of the performance of the work under this agreement, excepting only such matters caused solely and exclusively by the fault or negligence of the City.

If applicable, the subcontractor shall have its own insurance company naming Contractor and the City as Additional Insured with the following clause added: "The insurance afforded to the Additional Insured is Primary Insurance. If the additional insured has other insurance which is applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance."

Each of the above required Certificates shall provide that the coverage therein afforded shall not be canceled or reduced except by written notice to City given at least thirty (30) days prior to the effective date of such cancellation or reduction.

ARTICLE XVI- TAXES AND CONTRIBUTIONS:

The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect, and save harmless the City from and against the payment of:

- A) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees, by whomsoever employed or engaged in the work to be performed and furnished under this Agreement.
- B) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons or agents acting for, through or under it or any of them, by reason of the performance of the work or the acquisition, ownership, furnishing or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.
- C) All pension, welfare, vacation, annuity, and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Agreement.

ARTICLE XVII – MISCELLANEOUS:

- A) Failure of a party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.
- B) The Contractor agrees that it is not, and will not become, in arrears to the City upon any contract, debt, or obligation to the City, including real property and personal property taxes.
- C) The singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- D) If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to person or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- E) Insolvency Proceedings: Contractor is not involved in any proceeding by or against it in any court under the Bankruptcy Code or any other insolvency or debtor's relief act, whether state or federal, or for the appointment of a trustee, receiver, liquidator, assignee, or other similar official of Contractor or Contractor's property.
- F) Status of Contractor. Contractor is a Michigan corporation which is duly organized, validly existing, and in good standing under the laws of the State of Michigan; and, further, is properly authorized, according to its Articles of Incorporation, Bylaws, and duly adopted Resolution, to enter into and carry out the transactions contemplated by this Agreement.

ARTICLE XVIII - GENERAL:

Except as otherwise provided in Article III, this Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no other agreement or understanding shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto.

The Contractor represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents as provided in Article III, has investigated the nature, locality and site of the work, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the City, or of any of their respective officers, agents, servants or employees.

No waiver by the City of any provision of this Agreement shall be deemed to be waived of any other provisions hereof or of any subsequent breach by Contractor of the same or any other provision.

ARTICLE XVIII – PROJECT LABOR AND MATERIAL WARRANTY:

The contractor agrees to provide unconditional **18 months warranty** on labor and materials of its work, or the work performed by the contractor's employees or subcontractors hired by the contractor to perform work on this contract, if the damages or the repair is due to failure caused by workmanship or non-performing/failed materials.

ARTICLE XX - CERTIFICATIONS:

- A) The individual signing certifies that he/she is authorized to contract on behalf of the Contractor and to make these certifications.
- B) The individual signing certifies that the Contractor is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Contractor.
- C) The individual signing certifies that the Contractor meets the independence standards of the Government Auditing Standards issued by the Comptroller General of the United States.
- D) The individual signing certifies that he/she is aware that all individuals to be assigned to the audit have met the GAO Continuing Education Requirement of 80 hours of continuing education every two years; and that 24 hours of this education have been in subjects directly related to the auditing of government grants.
- E) The individual signing certifies that he/she has read and understands the GAO requirement of an external quality control review at least once every three years.
- F) The individual signing certifies that the Contractor, and any individuals to be assigned to the audit, do not have a record of substandard audit work and have not been debarred or suspended from doing work with any Federal, state or local government. (If the Contractor or any individual assigned to the audit has been found in violation of any state or AICPA professional standards, this information must be disclosed.)
- G) The individual signing certifies that the Contractor does carry professional malpractice insurance or is otherwise adequately self-insured.
- H) The individual signing certifies that the contractor does not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability, or any other basis prohibited by law. The contractor shall take affirmative action to ensure that employees are treated during their employment, without regard to race, color, religion, sex, age, national origin, disability, or any other basis prohibited by law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or forms of compensation; and selection for training, including apprenticeship. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability or any other basis prohibited by law.

ARTICLE XXI – “Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”:

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- G) Clean Air Act ([42 U.S.C. 7401-7671g](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671g](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- J) See [§ 200.323](#).
- K) See [§ 200.216](#).
- L) See [§ 200.322](#).

ARTICLE XXII – NON-COLLUSION AFFIDAVIT:

- 1) The person who is signing this contract agreement is authorized legally to represent **Led Lion Inc.** as the lowest qualified bidder.
- 2) The person who signing this contract agreement is fully informed concerning the preparation and contents of the attached bid and of all pertinent circumstances with respect to it.
- 3) The person who signing this contract agreement affirm the attached bid is genuine and not a collusive or sham bid.
- 4) The person who signing this contract agreement affirm that neither the person or entity submitting the attached bid, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest (including the undersigned), has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other person or entity submitting a bid, or with any person affiliated with such a person or entity, to submit a collusive or sham Quote in connection with the contract for which the attached bid has been submitted, or to refrain from submitting a bid in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other person or entity submitting a bid, or with any person affiliated with such a person or entity, to fix the price or prices in the attached bid or of any other bidder, or, to fix any overhead, profit, or cost element of the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Dearborn Heights or any person interested in the proposed contract.
- 5) The price, prices, and/or other terms quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest.

Name and Title of Person Signing

Sworn to and signed in my presence by: _____ on _____, 2023.

_____, Notary Public

Wayne County, Michigan

Acting in Wayne County, Michigan

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents as of the date executed below.

CITY OF DEARBORN HEIGHTS ("City")

By:

Name: Bill Bazzi

Title: Mayor

Dated:

Signature:

By:

Name: Lynne Senia

Title: Clerk

Dated:

Signature:

Led Lion Inc. ("Contractor")

By:

Name:

Title:

Dated:

Signature:

Federal Tax ID #

Approved for the Agenda of:	
10/24/2023	Motion No.

7.H.



Community Economic Development

Bill Bazzi
Mayor

TO: Honorable Mayor Bill Bazzi
Honorable City Council Members

FROM: Hassane Jamal, Director

DATE: October 17, 2023

RE: CEDD Director Jamal - Bid Award - Berwyn Center Marquee Replacement

10/16/2023

Honorable council chair and members,

I'm requesting your approval for the following:

"Motion to approve awarding the HUD/CDBG fully funded – Berwyn Senior Center Improvement-Marquee Replacement Project - to the lowest qualified bidder Led Lion Inc. – 26384 Woodworth Circle, Dearborn Heights, MI 48127 In the amount of \$24,450.00 according to the attached bid responses package as stated on "Bid Response Form Page #1"

Further, approve the contract agreement (pre-approved by the CEDD Assistant Corporation Counsel) as attached and authorize the mayor and the clerk to sign it.

Additionally, authorize the CEDD -Director to approve necessary change orders up to (20% of the bid amount) \$4,890.00 and the mayor plus the comptroller or the clerk to issue and sign the necessary warrants for a total amount of amounts not to exceed \$29,340.00 logged to CDBG fund 103- Berwyn Senior Center Improvement- general ledger tracking accounts.

Furthermore, authorize the treasurer to pay them from the unrestricted general fund pool bank account to be reimbursed from the US treasury accordingly.

Also, authorize the comptroller to return the bid bonds/cashier checks to the unsuccessful bidders.

Thank you,

Hassane Jamal

Attachments:

Bid response package including contract agreement.

Attachments:

1. Berwyn Center Marquee Replacement Project



Bill Bazzi
Mayor

Hassane Jamal
Director
Community and Economic Development

10/16/2023

Honorable council chair and members,

I'm requesting your approval for the following:

*"Motion to approve awarding the HUD/CDBG fully funded – **Berwyn Senior Center Improvement-Marquee Replacement Project** - to the lowest qualified bidder **Red Lion Inc. – 26384 Woodworth Circle, Dearborn Heights, MI 48127** In the amount of **\$24,450.00** according to the attached bid responses package as stated on "Bid Response Form Page #1"*

Further, approve the contract agreement (pre-approved by the CEDD Assistant Corporation Counsel) as attached and authorize the mayor and the clerk to sign it.

*Additionally authorize the CEDD -Director to approve necessary change orders up to (20% of the bid amount) **\$4,890.00 and** the mayor plus the comptroller or the clerk to issue and sign the necessary warrants for a total amount of amounts not to exceed **\$29,340.00** logged to CDBG fund 103- Berwyn Senior Center Improvement- general ledger tracking accounts.*

Furthermore, authorize the treasurer to pay them from the unrestricted general fund pool bank account to be reimbursed from the US treasury accordingly.

Also, authorize the comptroller to return the bid bonds/cashier checks to the unsuccessful bidders.

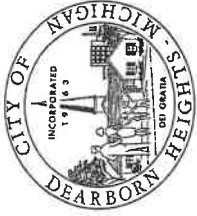
Thank you,

Hassane Jamal

Attachments:

- 1- Bid response package including contract agreement.

CITY OF DEARBORN HEIGHTS



Name of Bid: Berwyn Senior Center- Marquee Replacement Project

Bid Date 10/3/2023

Bidder	Bid Deposit	Bid Amount	Notes
Led Lion Inc 26384 Woodworth Circle Dearborn Heights, MI 48127	No Bid Deposit <i>Received on 10/6/23</i> <i>Hijnerel.</i>	<i>\$24,450.00</i>	<i>Lowest Qualified Bidder</i>
Decima LLC 16870 Schafer Hwy Detroit, MI 48235	No Bid Deposit	\$39,800.00	
			Opened By- Mathew Paul Witnesses 1. Cyndi King 2. Mahdi Beydoun 10/3/23 3:00 p.m.

Hijnerel, 10/9/2023

CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
BERWYN MARQUEE SIGN IMPROVEMENT PROJECT
CEDD/CDBG PROGRAM YEAR 2023-24

TASK NAME	TASK SPECIFICATIONS	TASK COST
#1 Eton Cafeteria Windows	<u>BERWYN MARQUEE SIGN IMPROVEMENT PROJECT</u> General standards A- Overall Marquee sign shall be (8) eight feet high (including foundation) from grade and shall be comprised of masonry brick or sculptured block, erected at the front property line. B- The maximum area of monument sign shall not exceed (40) forty square feet. C- Sign must be double sided D- All electrical required sign to work E- See attached features for sign.	\$24,250
	Secure the required building permits from the Dearborn Heights Building & Engineering Dept. NOTE: Contractor must contact the Community and Economic Development Department for the final building inspection. All work must comply with state and local codes.	\$200
	Total Bid (add all Task Costs)	\$24,450

Handwritten signature: H. J. J. J.

Handwritten signature: [Signature]

**CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
BERWYN MARQUEE SIGN IMPROVEMENT PROJECT
CEDD/CDBG PROGRAM YEAER 2023-24**

Spec.

List	Item	Description
1	Pixel Pitch	6mm
2	Color	Black
3	Pixel Density	10000/m ²
4	Pixel composition	1RBG
5	LED Type	SMD346
6	Module Resolution	48*48
7	Power Consumption of Module	30W
8	The Optimum Viewing Distance	10m~50m
9	The Optimum Viewing Angle	110°/70°
10	Power Supply	Meanwell 5v 350w Max
11	Maximum Power Consumption	960W/whole display
12	Typical Power Consumption	300W/whole display
13	Cabinet Size	4'x8'
14	Net size of the display	4'x8'
15	Cabinet Resolution	384*192
16	Cabinet Weight	120Kg Water-proof
17	Service Type	Front Module
18	Driving Method	1/4 Scan Constant Current Driving
19	Frame Frequency	≥60Hz/s
20	Refresh Rate	≥360Hz/s
21	White Balance Luminance(CD/m ²)	≥8000cd/m ²
22	Operating Environment Temperature	-20℃—60℃ Optional
23	Operating Voltage	110V±10%
24	Grey Scale	Display Colors≥16.7M
25	Brightness Adjustment	1024 grades of each color(R.G.B)can be adjusted manually and 8 levels of each color can be adjusted automatically
26	Input Signal	Character,graphic and video.
27	Control System	Offline controllor system
28	Average No Failure Time	> 15000 hours
29	Life-span	> 100000 hours
30	Failure rate	< 0.0001
31	Transmitting Distance	Ethernet cable:< 100m, Wireless: 1 Mile Line of Sight Range

[Handwritten signature]

Hester B. 23

CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
BERWYN SENIOR CENTER IMPROVEMENTS
MARQUEE REPLACEMENT PROJECT

BID RESPONSE FORM PAGE #1

NOTICE

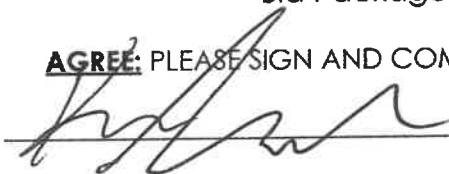
FAILURE TO COMPLETE THIS FORM SHALL RESULT IN YOUR RESPONSE BEING DEEMED NON-RESPONSIVE AND REJECTED WITHOUT ANY FURTHER EVALUATION.

THIS PROJECT IS FUNDED PARTIALLY/FULLY BY FEDERAL FUNDS FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ADMINISTERED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

THIS PROJECT IS SUBJECT TO ALL APPLICABLE HUD RULES AND REGULATIONS INCLUDING FEDERAL DAVIS-BACON WAGE RULES AND REGULATIONS AND ALL APPLICABLE CITY REGULATIONS.

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with the City's Sealed Bid, which includes all documents outlined in the Bid Package Index.

AGREE: PLEASE SIGN AND COMPLETE BID DOCUMENTS



DATE: 9/30/2023

DISAGREE: STOP HERE YOU ARE NOT QUALIFIED TO BID

Twenty four thousand four hundred and fifty \$ 24,450

(Total Figure Written)

(Total Figure)

(Total figure from itemized bid sheets)

**CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
BERWYN SENIOR CENTER IMPROVEMENTS
MARQUEE REPLACEMENT PROJECT**

BID RESPONSE FORM PAGE #2

ADDENDA:

The undersigned has read, understands and is fully cognizant of the information to Respondents, Offer and Form of Contract, all Sections thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): none. In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the City, and to enter a Contract with the City, in accordance with all terms and bid documents as indicated in the bid table of content, and addenda in the Request for Response, as well as the Form of Contract, together with any written addendum as specified above.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the Sealed Bid and will be in-compliance with such requirements. By submitting this Response Form, the Respondent represents that: 1) the Respondent is in compliance with any applicable City and HUD regulations, and 2) if awarded a contract to provide the services required in the Sealed Bid, the Respondent will comply with the requirements set forth in the Sealed Bid and (3) Respondent will sign the Construction / installation / installation Contract (attached to Bid Package for reference) if awarded the Contract. Failure to sign the Construction / installation / installation Contract within fourteen (14) days of notification of award of contract will result in a breach and Respondent will forfeit his/her bid bond.

NONCOLLUSION:

The undersigned, by submission of this Response Form, hereby declares that this Response is made without collusion with any other business making any other Response, or which otherwise would make a Response.

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements of this SEALED BID. The undersigned also certifies it has read and understands all Bid Documents as outlined in the "Bid Index Page".

MANDATORY SITE VISIT:

To schedule the mandatory walk thru for this Bid please contact:

Hassan Bazzi

Phone: 313-791-3504

Email: hbazzi@earbornheightsmi.gov

Address: 26155 Richardson, Dearborn Heights, MI 48127

CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
BERWYN SENIOR CENTER IMPROVEMENTS
MARQUEE REPLACEMENT PROJECT

BID RESPONSE FORM PAGE #3

No Response shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Company Name The Led Lion

Name: Alex Mokahal

Address: 26384 Woodward Cir.

Phone: 313-492-4443

City D. Heights

State MI

Zip 48127

Fax:

Signature of Person Authorized to Sign:

Printed Name: Alex Mokahal

Title: G.C

Federal Tax ID 45-5260352



Acknowledged before me by Hussein Mokahal (name) as _____

General Contractor, The Led Lion Inc.

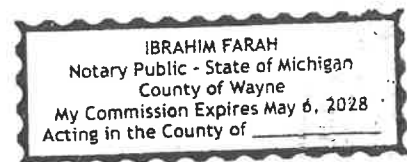
(title) of (Company
of October (month),
2023. (Year)

) this 10/02/2023 (day)

Notary Signature:

My Commission Expires: 05/06/2028

Affix Seal



CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
BERWYN SENIOR CENTER IMPROVEMENTS
MARQUEE REPLACEMENT PROJECT

MANDATORY SITE VISITATION ACKNOWLEDGEMENT

I Alex Mokahal On behalf of The Led Lion Inc.
(Print name) (Print company name)

have visited the locations specified in this bid packet and made all the appropriate measurements, quotations, pictures, etc., as deemed necessary for this bid.


CDBG Rehabilitation Specialist

To schedule the mandatory walk thru for this Bid please contact:
Hassan Bazzi
Phone: 313 -791- 3504 Fax: 313 -791- 3501
Email: hbazzi@dearbornheightsmi.gov
Address: 26155 Richardson, Dearborn Heights, MI 48127

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Cashier's Check - Customer Copy

No. 16183226173

Date 10/06/23 04:40:31 PM

30-1/1140

Void After 90 Days

NTX

FORD/ TELEGRAPH

0006 0000447 0174



Pay

One Thousand Two Hundred Fifty and 00/100 Dollars

To The CITY OF DEARBORN HEIGHTS
Order Of

Remitter (Purchased By): THE LED LION INC

Bank of America, N.A.
SAN ANTONIO, TX

\$1,250.00

Not-Negotiable
Customer Copy
Retain for your Records

001641007111

00-53-3364B 06-2019



Cashier's Check

No. 16183226173

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

Date 10/06/23 04:40:31 PM

NTX

FORD/ TELEGRAPH

0006 0000447 0174



Pay

One Thousand Two Hundred Fifty and 00/100 Dollars

To The CITY OF DEARBORN HEIGHTS
Order Of

Remitter (Purchased By): THE LED LION INC

Bank of America, N.A.
SAN ANTONIO, TX

\$1,250.00

James Earl ZL
AUTHORIZED SIGNATURE

⑈ 1618326173 ⑈ 114000019⑈ 001641007111⑈

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

**CITY OF DEARBORN HEIGHTS
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT (CEDD)
BERWYN SENIOR CENTER IMPROVEMENT
Marquee Replacement Project
CONTRACT AGREEMENT**

ATTENTION: THIS PROJECT IS FUNDED PARTIALLY/FULLY BY FEDERAL FUNDS FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ADMINISTERED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS PROJECT IS SUBJECT TO ALL APPLICABLE HUD RULES AND REGULATIONS INCLUDING FEDERAL DAVIS-BACON WAGE RULES AND ALL APPLICABLE CITY REGULATIONS.

ARTICLE I - PARTIES OF AGREEMENT: REGULATIONS

This agreement ("Agreement") is entered into the date executed below, between the City of Dearborn Heights hereinafter referred to as "City", and hereafter referred to as "Contractor", with its principal offices located at 26384 Woodworth Circle, Dearborn heights 48127. This Agreement formalizes the understanding between the City and Contractor Name: **Led Lion Inc.** stemming from the City's **Berwyn Senior Center Improvement-Marquee Replacement Project.**

ARTICLE II - WORK TO BE PERFORMED (Scope of Work):

Except as otherwise provided herein, Contractor shall furnish all labor, material, tools, equipment, supervision, and services necessary to properly execute and complete the Project. The Project shall be performed by Contractor in good and workman like manner strictly in accordance with the City's request for bids, the City's bid conditions and obligations and the Contractor's bid, all of which are incorporated by reference. The Project will commence within ten (10) days upon execution of the Agreement and shall be completed no later than 60 days from this agreement execution, extensions are allowable and approved by the project manager based on case-by-case situations, otherwise, the Contractor will be subject to liquidated damages.

ARTICLE III- TERMS INCORPORATED BY REFERENCE

This Agreement incorporates the City's Advertisement for Bids and all documents contained therein, and the Contractor's bid as submitted by reference ("Contract Documents"). Contractor shall be bound by the terms of the Agreement between City and Contractor and all documents incorporated therein.

ARTICLE IV - COMPENSATION:

The contractor agrees that the total quoted price amount **\$ 24,450 twenty four and four hundred fifty as** set forth in its Contract Documents, namely the bid itemizations/specifications shall be price used to compensate Contractor per unit.

ARTICLE V - PAYMENTS:

- A) **INVOICES** - The Contractor will be paid on a regular basis, no later than thirty (30) days after receipt of proper invoices, certifications, and progress reports.
- B) **PAYMENT/BOND** - Payments will be made on a reimbursement basis for services and work actually and satisfactorily performed to the reasonable discretion of the City ("Final Acceptance"), subject to payment of the final invoice being withheld pending final completion and acceptance of the work.
- C) **FINAL PAYMENT** - A final payment consisting of the unpaid balance of the Contractor's Compensation shall be made within ten (10) days after both of the following occur: (a) full completion of the work by contractor, (b) Final Acceptance of the work by the City.

ARTICLE VI - SPECIAL REQUIREMENTS:

SCHEDULE - Time is the essence of this Agreement and the Project shall be performed in accordance with the City's Request for Bids and the City's Bid Conditions and Obligations for this Program. The contractor agrees to commence the Project under this Agreement after a pre-construction/pre-installation meeting has been held and to perform all parts of the Project punctually and diligently.

If the Contractor is behind in the Project hereunder, fails or refuses to supply sufficient workmen, or to deliver materials or equipment on schedule, and delays progress of the Project; or if the different parts thereof are not commenced, performed, finished and delivered on time, City shall have the right to direct the Contractor to furnish additional labor and expedite deliveries of material and equipment at contractor's cost and expense. If such additional labor is not available, City has the right to require Contractor at the Contractor's cost, to work overtime or additional shifts (and/or weekends and holidays) to such an extent as will be sufficient to speed up and complete the Project in accordance with a progress schedule.

If City incurs any cost associated with the Contractor's delay with respect to the completion dates identified in Article II, the Contractor is to reimburse City for all costs associated with Contractor's delay including any liquidated damages assessed against City

ARTICLE VII - CHANGES:

- A) Definitions- Change Order: A written order signed and issued by the City, namely the Director/Project Manager and his authorized representative to sign and issue the original Agreement, directing the City to make changes to Article II (Scope of Work) of this Agreement.
- Contract Modification: Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provision of the Agreement must be accomplished by mutual action of the parties to the Agreement.
- B) The city may request changes to the Scope of Work/Services to be furnished or performed by the Contractor under the Agreement, as well as changes in the time of performance of the Agreement. All such changes shall be authorized by with Change Order or Contract Modification, as those terms are defined in this Agreement.
- C) Contractor acknowledges that any change in the Agreement price represents full compensation for all costs associated with the change request, including delay costs, impacts, acceleration, disruption, consequential damages, and any other costs of any nature.
- D) No action, conduct, omission, prior failure, or course of dealing by the City shall act to waive, modify, change, or alter the requirement that Contract Modifications must be in writing and signed by the Owner and the Contractor. The Contractor further acknowledges that Change Orders and Contract Modifications are the exclusive method for effecting any change to the Agreement.

ARTICLE VIII - SUBLETTING - ASSIGNMENT:

No part of this Agreement, nor any interest or monies due therein, may be assigned, sublet, or transferred without the City's written consent and/or approval of the assignment. The contractor is liable to City for all acts and omissions of its subcontractors, assignees, or transferees.

ARTICLE IX - TERMINATION:

City shall have the right to terminate this Agreement with or without cause, for the convenience of City. In the event of termination for the City's convenience, compensation to Contractor shall be made on the same basis as that provided for in the Agreement between City and Contractor or Contract Documents, or in the absence of applicable provisions, then based on the percentage of the work completed as of the date of termination. In no event shall the Contractor be entitled to the anticipated profits.

ARTICLE X - INDEMNITY AND RESPONSIBILITY:

The contractor specifically obligates itself to the City in the following respects (and this agreement is made upon such express condition) to wit.

- A) To indemnify City, including its elected officials, employees, volunteers, and representatives against and save them harmless from any and all claims, suits, liability, expense, including attorney's fees or damage for alleged or actual infringement or violation of any patent or patent right arising in connection with this Agreement and anything done thereunder.
- B) To protect, hold free and harmless defend and indemnify City including its elected officials, employees, volunteers, and representatives from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees resulting from injury or death sustained by any person (including Contractor's employees) or damage to property of any kind, which injury, death or damage arises out of or is in any way connected with the performance of work under this contract, except that said agreement shall not be applicable to injury, death or damage to property arising from the sole negligence or willful misconduct of Owner, its elected officials, employees, volunteers, and representatives who are directly responsible to the Contractor. This indemnification agreement shall extend to all claims of this Agreement asserted after termination, for whatever reason.
- C) To warrant and guarantee the work and materials covered by this Agreement and agrees to make good at its expense, any defect in materials or workmanship, including the restoration of work of other subcontractors that has been affected. To indemnify City for any loss that may be caused by breach of said warranty and guarantee.
- D) To obtain and pay for all permits, licenses and official inspections made necessary by its work and to comply with all laws, ordinances and regulations bearing on its work and the conduct thereof.
- E) To be fully and exclusively responsible for, and to pay when due, any and all applicable contribution allowances of other payments or deductions, however termed, required by union labor agreements or required by law now or hereafter in force.

Contractor shall indemnify City against, and save it harmless from any and all loss, damages, costs, expenses, and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions or covenant of this Agreement.

At any time before final settlement of adjudication of any loss, damage, liability, claim, demand, suit or cause of action for which the Contractor in this Agreement agrees to indemnify and save harmless the City.

ARTICLE XI - CLEAN-UP:

Contractors shall clean up and remove all rubbish and debris caused by its operations and employees. Otherwise, after a (48) Hour written Notice, City shall proceed with this work and charge Contractor for all costs plus a 10% mark-up for overhead and profit.

ARTICLE XII- SAFETY:

Contractor shall carry on its work in a safe manner, in accordance with the regulations of the latest revised edition of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc., for the protection of persons and property at the site, and Contractor agrees to abide by all applicable Federal, State and Local laws, ordinances, regulations, standards and rules having reference to safety. Contractor agrees to be solely responsible for the protection and safety of its workmen, for the final selection of safety methods, means and safeguards, for the daily inspection of the work area, and for the instruction of its workmen on safety, including attending and/or conducting safety meetings at least once a week.

ARTICLE XIII - EQUAL EMPLOYMENT OPPORTUNITY:

A) During the performance of this Agreement, the Contractor, for itself, its members, officers, directors, and employees in interest agrees as follows:

Non-discrimination: The Contractor with regard to the Services to be performed under this Agreement shall not discriminate on grounds prohibited by federal, state or local constitution, law, statute or ordinance in:

1. The selection and retention of subcontractors or the procurement of materials and leases of equipment.
2. The Contractor agrees that it will not discriminate against any person, employee, consultant, or applicant for employment with respect to his/her hire tenure, terms, conditions, or privileges or employment or hire of employees, consultants or applicants for employment.

B) Solicitations for Subcontractors: In all solicitations made by the Contractor for work to be performed under a subcontract, each potential subcontractor shall be notified by the Contractor of the Contractor's obligations under this Agreement, and the regulations relative to non-discrimination.

C) Sanctions for Noncompliance: In the event of noncompliance with the non-discrimination provisions of this Agreement and the City's Non-Discrimination Clause, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under this Agreement until the Contractor complies; and/or
2. cancellation, termination, or suspension of this Agreement, in whole or in part; and/or
3. The imposition of liquidated damages (not a penalty) in the amount of \$500.00 per day, for each day that the Contractor shall fail to comply with said requirements, as determined by the Comptroller, in consultation with the Community and Economic Development Director.

ARTICLE XIV - DEFAULT:

A) If the Contractor:

1. fails to supply complete labor, materials, equipment and supervision in sufficient time and quantity to meet the City's progress schedule (as outlined in Article II of this Agreement) as it may be modified.
2. causes stoppage or delay of, or interference with the project.
3. fails to promptly pay its subcontractors (if applicable), laborers, suppliers, material, men and/or employees for work on the project.
4. fails to pay worker's compensation or other employee benefits, withholding or any other taxes.
5. fails to comply with the safety provisions of this Agreement or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project.

6. makes unauthorized changes in supervisory personnel.
7. fails in the performance or observance of any of the provisions of this contract; or
8.
 - a) files a voluntary petition in bankruptcy or is adjudicated insolvent.
 - b) obtains an order for relief under Section 301 of the Bankruptcy Code.
 - c) files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency, or other relief of debtors.
 - d) or seeks or consents to or is acquiescent in the appointment of any trustee, receiver, or liquidator of any of its assets or property.
 - e) makes an assignment for the benefit of creditors; or
 - f) makes an admission, in writing, of its inability to pay its debts as they became due.

B) Then City, after giving the Contractor written or oral (subsequently confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

- 1) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
 - a) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment, facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and
 - b) Recover from Contractor all costs incurred by City to complete the work plus a 10% mark-up for overhead and profit, and further recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

ARTICLE XV- INSURANCE:

Before Contractor does any work at, or prepares to deliver material to the City, the Contractor shall provide a Certificate of Insurance, issued by a financially responsible insurance company licensed to write insurance in the State of Michigan, evidencing coverage in amounts not less than required by specifications or as follows:

- A) Workers' Compensation: to the extent and at least the minimum amount required by the laws of the state in which work is to be performed.
- B) Commercial General, Professional and Automobile Liability (if applicable): in the amount of One Million Dollars (\$1,000,000.00) for any one occurrence, and Two Million Dollars (\$2,000,000.00) aggregate. The coverage shall apply to all work and activities performed by the Contractor with respect to the Scope of Work/Services for the Project. In addition, Contractor shall provide a statement from its insurer(s) noting that the work and activities to be performed by the Contractor with respect to the project, is not excluded from coverage.
- C) No payments will be made to the Contractor until current certificates of insurance have been received and approved. Insurance companies, named insured and policy forms shall be subject to the City's approval. In the event the coverage evidenced by any such Certificate is canceled or reduced, Contractor shall procure and furnish to City before the effective date of such cancellation, new Certificates conforming to the above requirements. Until evidence of conformity is received, services and related payments will be suspended.
- D) Hold Harmless Agreement: Contractor shall assume liability and indemnify City from and against any liability and all loss, costs, damages, expenses, including attorney fees, on account of claims per personal injury, including death, sustained by any person or persons whosoever, including employees of Contractor, and for injury to or destruction of property of a person or organization, including loss of use thereof, arising out of the performance of the work under this agreement, excepting only such matters caused solely and exclusively by the fault or negligence of the City.

If applicable, the subcontractor shall have its own insurance company naming Contractor and the City as Additional Insured with the following clause added: "The insurance afforded to the Additional Insured is Primary Insurance. If the additional insured has other insurance which is applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance."

Each of the above required Certificates shall provide that the coverage therein afforded shall not be canceled or reduced except by written notice to City given at least thirty (30) days prior to the effective date of such cancellation or reduction.

ARTICLE XVI- TAXES AND CONTRIBUTIONS:

The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect, and save harmless the City from and against the payment of:

- A) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees, by whomsoever employed or engaged in the work to be performed and furnished under this Agreement.
- B) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons or agents acting for, through or under it or any of them, by reason of the performance of the work or the acquisition, ownership, furnishing or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.
- C) All pension, welfare, vacation, annuity, and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Agreement.

ARTICLE XVII – MISCELLANEOUS:

- A) Failure of a party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.
- B) The Contractor agrees that it is not, and will not become, in arrears to the City upon any contract, debt, or obligation to the City, including real property and personal property taxes.
- C) The singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- D) If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to person or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- E) Insolvency Proceedings: Contractor is not involved in any proceeding by or against it in any court under the Bankruptcy Code or any other insolvency or debtor's relief act, whether state or federal, or for the appointment of a trustee, receiver, liquidator, assignee, or other similar official of Contractor or Contractor's property.
- F) Status of Contractor. Contractor is a Michigan corporation which is duly organized, validly existing, and in good standing under the laws of the State of Michigan; and, further, is properly authorized, according to its Articles of Incorporation, Bylaws, and duly adopted Resolution, to enter into and carry out the transactions contemplated by this Agreement.

ARTICLE XVIII - GENERAL:

Except as otherwise provided in Article III, this Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no other agreement or understanding shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto.

The Contractor represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents as provided in Article III, has investigated the nature, locality and site of the work, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the City, or of any of their respective officers, agents, servants or employees.

No waiver by the City of any provision of this Agreement shall be deemed to be waived of any other provisions hereof or of any subsequent breach by Contractor of the same or any other provision.

ARTICLE XVIII – PROJECT LABOR AND MATERIAL WARRANTY:

The contractor agrees to provide unconditional **18 months warranty** on labor and materials of its work, or the work performed by the contractor's employees or subcontractors hired by the contractor to perform work on this contract, if the damages or the repair is due to failure caused by workmanship or non-performing/failed materials.

ARTICLE XX - CERTIFICATIONS:

- A) The individual signing certifies that he/she is authorized to contract on behalf of the Contractor and to make these certifications.
- B) The individual signing certifies that the Contractor is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Contractor.
- C) The individual signing certifies that the Contractor meets the independence standards of the Government Auditing Standards issued by the Comptroller General of the United States.
- D) The individual signing certifies that he/she is aware that all individuals to be assigned to the audit have met the GAO Continuing Education Requirement of 80 hours of continuing education every two years; and that 24 hours of this education have been in subjects directly related to the auditing of government grants.
- E) The individual signing certifies that he/she has read and understands the GAO requirement of an external quality control review at least once every three years.
- F) The individual signing certifies that the Contractor, and any individuals to be assigned to the audit, do not have a record of substandard audit work and have not been debarred or suspended from doing work with any Federal, state or local government. (If the Contractor or any individual assigned to the audit has been found in violation of any state or AICPA professional standards, this information must be disclosed.)
- G) The individual signing certifies that the Contractor does carry professional malpractice insurance or is otherwise adequately self-insured.
- H) The individual signing certifies that the contractor does not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability, or any other basis prohibited by law. The contractor shall take affirmative action to ensure that employees are treated during their employment, without regard to race, color, religion, sex, age, national origin, disability, or any other basis prohibited by law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or forms of compensation; and selection for training, including apprenticeship. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability or any other basis prohibited by law.

ARTICLE XXI – “Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”:

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.](#), p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- G) Clean Air Act ([42 U.S.C. 7401-7671g](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671g](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- J) See [§ 200.323](#).
- K) See [§ 200.216](#).
- L) See [§ 200.322](#).

ARTICLE XXII – NON-COLLUSION AFFIDAVIT:

- 1) The person who is signing this contract agreement is authorized legally to represent **Led Lion Inc.** as the lowest qualified bidder.
- 2) The person who signing this contract agreement is fully informed concerning the preparation and contents of the attached bid and of all pertinent circumstances with respect to it.
- 3) The person who signing this contract agreement affirm the attached bid is genuine and not a collusive or sham bid.
- 4) The person who signing this contract agreement affirm that neither the person or entity submitting the attached bid, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest (including the undersigned), has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other person or entity submitting a bid, or with any person affiliated with such a person or entity, to submit a collusive or sham Quote in connection with the contract for which the attached bid has been submitted, or to refrain from submitting a bid in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other person or entity submitting a bid, or with any person affiliated with such a person or entity, to fix the price or prices in the attached bid or of any other bidder, or, to fix any overhead, profit, or cost element of the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Dearborn Heights or any person interested in the proposed contract.
- 5) The price, prices, and/or other terms quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest.

Name and Title of Person Signing

Sworn to and signed in my presence by: _____ on _____, 2023.

_____, Notary Public

Wayne County, Michigan

Acting in Wayne County, Michigan

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents as of the date executed below.

CITY OF DEARBORN HEIGHTS ("City") _____

By: _____

Name: _____ Bill Bazzi _____

Title: _____ Mayor _____

Dated: _____

Signature: _____

By: _____

Name: _____ Lynne Sinia _____

Title: _____ Clerk _____

Dated: _____

Signature: _____

Led Lion Inc. ("Contractor") _____

By: _____

Name: _____

Title: _____

Dated: _____

Signature: _____

Federal Tax ID # _____

Approved for the Agenda of:	
10/24/2023	Motion No.

9.A.



Mayor's Office

Bill Bazzi
Mayor

TO: Honorable Mayor Bill Bazzi
Honorable City Council Members

FROM: Mariana Hernandez, Chief of Staff

DATE: October 19, 2023

RE: Chief of Staff Hernandez - Metro Act Permit - ExteNet Systems LLC

Attached is the Metro Act Permit for ExteNet Systems, LLC. This is a standard application that will also include a check for \$300 for the application fee, as regulated by the State of Michigan. Please authorize the City Clerk and the Mayor to sign this document and the City to accept the check in the amount of \$300.

Attachments:

1. Metro Act Backup

**METRO Act Permit
Bilateral Form
Revised 12/06/02**

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

TERMS AND CONDITIONS

1 Definitions

- 1.1 Company shall mean ExteNet Systems, LLC organized under the laws of the State of Delaware whose address is 5844 John Hickman Pkwy, Suite 600, Frisco, TX 75034.
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's Mayor or his or her designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Municipality shall mean City of Dearborn Heights, a Michigan municipal corporation.
- 1.6 Permit shall mean this document.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.
- 2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.
- 2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.
- 2.2 Overlashing. Company shall not allow the wires or any other facilities of a third party to be overlashed to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:
- 3.1.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is
Matt Sturgill
Senior Project Manager – North Central Region
3030 Warrenville Rd. Suite 340
Lisle, IL 60532
Mobile: 724.816.7883
Email: Mstrugill@extenetsystems.com

- 3.1.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is
Mary Jo Madden
Executive Director – Outside Plant
5844 John Hickman Pkwy,
Frisco TX 75034
Mobile 973.454.0675
Email: Mjomadden@extenetsystems.com
- 3.1.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is
Stratis, Inc.
4804 N 40th St., Suite 100, Sheboygan, WI 53083
Lili Giertz, Director of Engineering
(920) 912-1475
lgierz@gostratis.com
- 3.1.4 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is
Mary Jo Madden
Executive Director – Outside Plant
5844 John Hickman Pkwy,
Frisco TX 75034
Mobile 973.454.0675
Email: Mjomadden@extenetsystems.com
- 3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.
Network Operations Center: (866)-892-5327
- 3.1.6 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.
- 3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan

Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

- 3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.
- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time,

Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.

- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and handhole with Company's name and a toll-free telephone number.
- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for

street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").

4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.

4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.

4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.

4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality

shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.

- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 174 of the Public Acts of 2013, as amended, MCL § 460.721 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.
- 4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall

consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.

- 5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).

6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.

6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).

6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.

6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual

obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.
- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).
- 6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

7.1 Term. The term (“Term”) of this Permit shall be until the earlier of:

- 7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or
- 7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or
- 7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
- 7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or
- 7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

- 8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

- 9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature

and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to:
Mayor's Office
6045 Fenton, Dearborn Heights, MI 48127

with a copy to:

City Clerk's Office
6045 Fenton, Dearborn Heights, MI 48127

12.1.2 If to Company, to

ExteNet Systems, LLC.
Attn: CFO
5844 John Hickman Pkwy, Suite 600
Frisco TX 75034
With a copy to General Counsel & COO at the same address

Copy email to NOTICE@extenetsystems.com

All invoicing to Licensee may be made to the address above "ATTN: Accounts Payable" or electronically to:
ap@util.extenetsystems.com

- 12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

- 13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).
- 13.2 Duties. Company shall faithfully perform all duties required by this Permit.
- 13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.
- 13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].
- 13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.
- 13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.
- 13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

City of Dearborn Heights

Attest:

By: _____
City Clerk Lynne M. Senia

By: _____
Its: Mayor Bill Bazzi
Date: _____

“Company accepts the Permit granted by Municipality upon the terms and conditions contained therein.”

ExteNet Systems, LLC

By: Micheal Watson
Its: Vice President & Deputy General Counsel
Date: _____

::ODMA\PCDOCS\GRR\759319\6

Exhibit A

Public Right-of-Way to be Used by Telecommunication Facilities

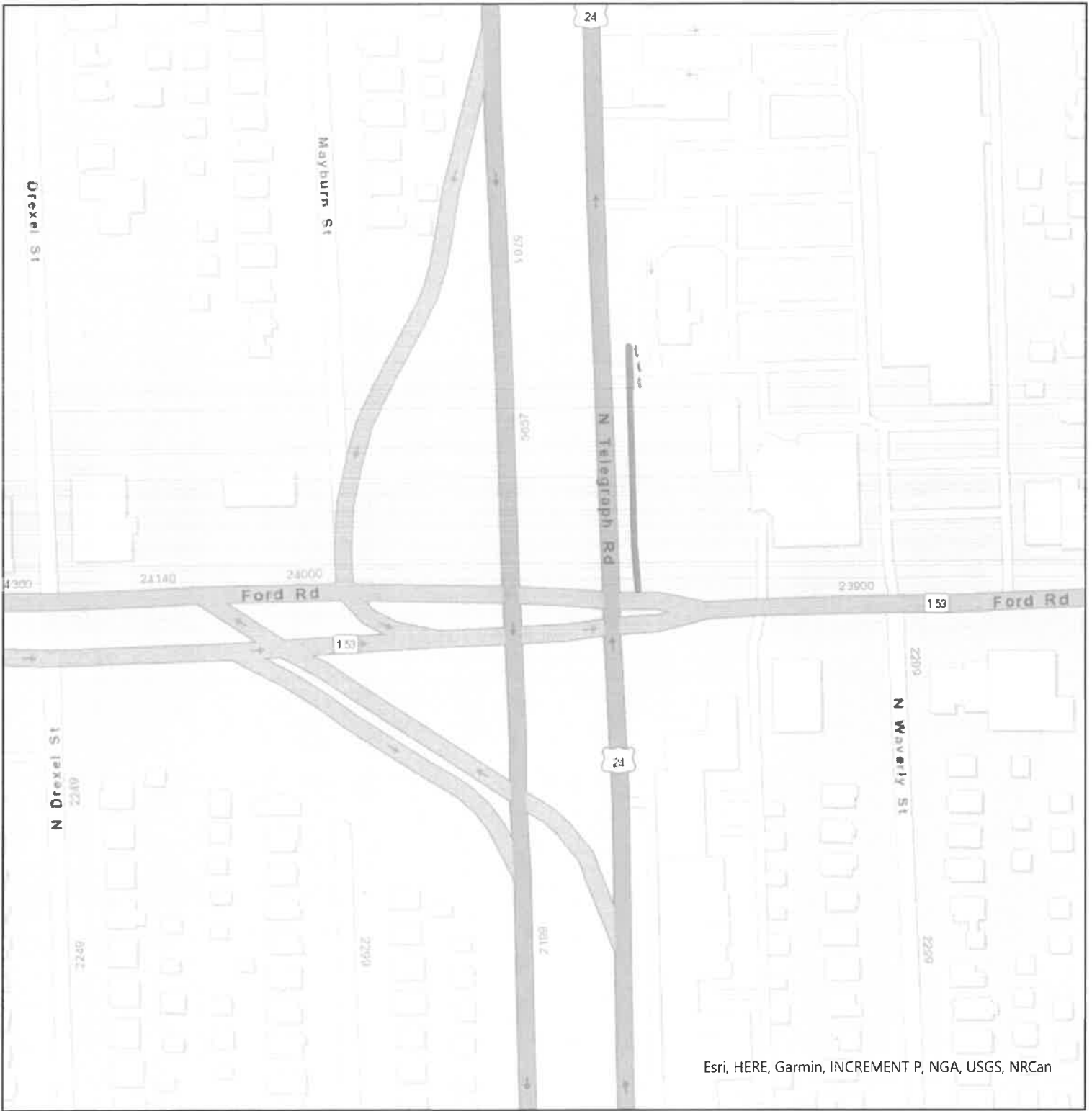
The Public Right-of-Way that Permittee is granted access to and the use of for approximately 771 linear feet, consisting of 412 linear feet of aerial cable installation and 359 linear feet of underground fiber optic cable in conduit shown in the Route Maps below.



LEGEND

New UG 
New Aerial 





LEGEND

New UG 
New Aerial 



Approved for the Agenda of:	
10/24/2023	Motion No.

9.B.



Mayor's Office

Bill Bazzi
Mayor

TO: Honorable Mayor Bill Bazzi

Honorable City Council Members

FROM: Mariana Hernandez, Chief of Staff
Ali Dib, City Engineer

DATE: October 17, 2023

RE: Chief of Staff Hernandez & City Engineer Dib - State High Water Infrastructure Grant Agreement

Honorable council chair and members,

We are requesting your approval for the following:

“Motion to accept and approve the State High Water Infrastructure Grant Agreement (2023-SHWI-016) - Amount \$306,825

The 26% match of \$81,010 will be paid from the Water and Sewer Fund.

Further, authorizing the mayor to sign the attached grant Agreement on behalf of the City.

Furthermore, authorize the city comptroller to establish and fund the 26% match general ledger account in the Water and Sewer Fund and establish another ledger account for the grant expenses/reimbursement tracking and record reconciliations.

Thank you,

Attachments:

1. 2023-SHWI-016 Dearborn Heights - Grant Agreement



STATE HIGH WATER INFRASTRUCTURE GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND THE
CITY OF DEARBORN HEIGHTS

This Grant Agreement (Agreement) is made between the Michigan Department of Environment, Great Lakes, and Energy, Water Resources Division (State), and the City of Dearborn Heights (Grantee).

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Section 1006 of Public Act 87 of 2021. Legislative appropriation of funds for grant assistance is set forth in Public Act 166 of 2022. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: Citywide Stormwater and Flood Mitigation Plan

Project #: 2023-SHWI-016

Amount of Grant: \$306,825

% of Grant State 100 / % of Grant Federal 0

Amount of Match: \$81,010 = 26%

PROJECT TOTAL: \$387,835 (grant plus match)

Start Date: 10/1/2023

End Date: 12/31/2024

GRANTEE CONTACT INFORMATION:

Name/Title: Ali Dib, P.E., City Engineer

Organization: Dearborn Heights

Address: 6045 Fenton Street

City, State and ZIP: Dearborn Heights, Michigan 48173

Phone Number: 734-576-9567

Fax Number: N/A

Email Address: mhernandez@ci.dearborn-heights.mi.us

Federal ID Number (Required for Federal Funding): 38-6000134

Grantee DUNS/UEI Number (Required for Federal Funding): L5VUC5CK1YB5

SIGMA Vendor Number: CV0020902

STATE CONTACT INFORMATION:

Name/Title: Melissa Letosky, Coastal Waters Coordinator

Division: Coastal Management Program Unit, Water Resources Division

Address: P.O. Box 30458

City, State and ZIP: Lansing, Michigan 48909-7958

Phone Number: 517-416-7001

Fax Number: 517-241-9003

Email Address: LetoskyM@Michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Signature	Bill Bazzi, Mayor City of Dearborn Heights	Date
-----------	---	------

FOR THE STATE:

Signature	Teresa Seidel, Director Water Resources Division	Date
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I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the start date until the end date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the start date and the end date specified on page 1. Expenditures made by the Grantee prior to the start date or after the end date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement other than budget line item revisions less than 10 percent of the budget line item shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without prior approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
October 1 – December 31	January 31
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	To be determined*

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee.

If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1 of this Agreement. All required supporting documentation (invoices, proof of payment, etc.) for all expenses must be itemized and included with the report submitted by the respective Grantee Contact specifying the amount of reimbursement being requested for the respective reporting period.

(B) The Grantee shall provide the final grant quarter report in a format prescribed by the State and specified in Appendix A. The Grantee shall submit the final quarter report, including all supporting documentation for expenses within 30 days from the end date of this Agreement.

(C) The Grantee must provide all work products and deliverables in accordance with Appendix A.

(D) All work products shall acknowledge that the grant was supported in whole or in part by the State per the guidelines provided by the State.

(E) If 30 percent or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this Agreement.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Agreement is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this Agreement.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of this Agreement.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this Agreement whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NONDISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*; and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with Title 2 of the Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as appropriate, the Grantee shall comply with Title 18 of the United States Code (U.S.C.), Section 1913, Lobbying with Appropriated Moneys, commonly known as the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, Lobbyists, Lobbying Agents, and Lobbying Activities, 1978 PA 472, as amended, specifically MCL 4.415(2), which states "Lobbying means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment and suspension list at www.SAM.gov to verify that its agents and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR, Part 1185, Governmentwide Debarment and Suspension (Nonprocurement); violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the start date or after the end date of this Agreement are not allowed under this Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site at <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>.

(F) An amount equal to 10 percent of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A of this Agreement.

(G) The Grantee is committed to the match percentage on page 1 of this Agreement in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the end date on page 1 of this Agreement.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by state law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days' written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State, and the State will no longer be liable to pay the Grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days' written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of this Agreement, the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a. through d., above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract.
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification, destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees.
- c. Convicted under state or federal antitrust statutes.
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state suspension and debarment list.

(B) If the grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN ECONOMIC SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business and that its contractors are not Iran linked businesses, as defined in the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.312.

XXIII. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under this Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a court order, subpoena, or Freedom of Information Act, 1976 PA 442, as amended, request.

XXIV. PREVAILING WAGE

This project is subject to the Davis-Bacon Act of 1931, as amended, 40 U.S.C., Section 276a, *et seq.*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or works.

XXV. PROGRAM GENERAL PROVISIONS

(A) Extensions. In accordance with Section III, Changes, of this Agreement, the Grantee shall submit to the State for review and approval written change requests no less than 90 days prior to the end date of this Agreement. The Grantee shall provide justification for the extension and the requested new end date of the Agreement.

(B) The Grantee shall ensure that any field work conducted for this project, including construction activities; surveys; or educational, training, or volunteer programs or activities, will be conducted in accordance with appropriate, federal, state, and local laws and will follow recognized best practices and take the necessary steps to minimize the risk of spreading terrestrial and aquatic invasive species and minimize the impact to the human environment during this project. The Grantee's selection of project-appropriate measures is required to take into consideration the type of work being conducted and the specific site situation, including the changes in risk level according to season and weather.

(C) All work products must include the State's logo and have acknowledgement to the financial assistance provided by the State High Water Infrastructure Grant Program, authorized under Section 1006 of Public Act 87 of 2021.

(D) For construction projects, the Grantee agrees that any construction project will be properly and efficiently administered, operated, and maintained for the purpose authorized by this Agreement and in accordance with the provisions of the award for its estimated useful life.

(E) The Grantee is responsible for safety in the project, including the safety of project personnel, associates, visitors, and volunteers.

(F) For construction projects, the Grantee shall acquire all federal, state, and local required permits prior to any earth movement can commence on any aspects of the construction project.

(G) For projects installing signs, signage must include grant acknowledgment that the project is being funded under the State High Water Infrastructure Grant Program from the State as authorized under Section 1006 of Public Act 87 of 2021.

(H) The Grantee shall submit quarterly progress and financial reports as specified in Section XVIII, Compensation, of this Agreement and reimbursements shall be based on costs-incurred and paid by the end date of the respective reporting period. The Grantee shall provide the following to the State when submitting quarterly reports:

- (1) A written request submitted by the Grantee Contact to the State Contact by means of an email, cover letter, or invoice for the respective reporting period.
- (2) Corresponding narrative quarterly progress and financial status report as provided by the State.
- (3) PDF copies of supporting documentation that correspond to the reimbursement request and match earned for the respective reporting period.
- (4) Proof of Payment. The Grantee must provide proof of payment for expenses incurred and paid upon request by the State.

(I) The Grantee shall submit to the State the final quarter report no later than 30 days past the end date of this Agreement. The final quarter report shall include:

- (1) A written request submitted by the Grantee Contact to the State Contact by means of an email, cover letter, or invoice for the respective reporting period, including a statement of final close-out of all tasks, completion, and submittal of work products as outlined in Appendix A and the final reimbursement request.
- (2) A Final Project Narrative as provided by the State.
- (3) Corresponding narrative progress and financial status report as provided by the State.
- (4) PDF copies of supporting documentation that correspond to the final reimbursement request and match earned for the grant close-out.
- (5) If the project involved construction, submit a set of high-quality color photographs depicting the before and after project construction, including photograph of signage, as appropriate.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

Appendix A: Project Specifications

Section 1 - Project Description

To address flooding and stormwater management, the city of Dearborn Heights (city) will engage in a planning project to develop “funding-ready” solutions throughout the city targeted towards future climate and high-water related challenges. Key focus areas for the planning project will be the northeast and southeast portions of the city, which are largely located within the 100-year floodplains of Ecorse Creek and the River Rouge. The project will consist of four primary tasks: (1) Ecorse Creek Flooding Impact Analysis, (2) Citywide Stormwater Master Plan, (3) Green Infrastructure Evaluation, and (4) Outfall and Asset Inspection along Ecorse Creek.

The city will conduct an Ecorse Creek flooding impact analysis. The analysis will assist in a better understanding of the flooding impact from stream backwater and identify potential alternative solutions to mitigate flooding. The initial part of the analysis will focus on understanding the flow rates and flood elevations for Ecorse Creek using a combination of stream models. After establishing the flow information along Ecorse Creek, a detailed topographic map of the area through the city adjacent to the creek will be developed with emphasis on the 100-year floodplain boundary. Alternative solutions to reduce flood impacts will then be developed and modeled to determine effectiveness.

A Stormwater Master Plan will be developed to identify limitations within the local collection system. The analysis will focus on the development of a stormwater model. After the model is completed, the model will be used to simulate a range of design storms to identify the level of service throughout the entire stormwater collection system. The completed model will also be used to develop alternative solutions to increase capacity in portions of the system with capacity limitation. The completed model can also be used to estimate impacts of increased flow from future development within the city. The Green Infrastructure Evaluation will identify potential stormwater management best practices to mitigate flooding and stormwater throughout the city. Opportunities to implement nature-based, place-based, or recreation focused urban stormwater management will be evaluated. Potential locations for green infrastructure projects will be identified and conceptual drawings with cost estimates will be developed. The solutions will be presented at a public meeting for input.

Outfalls and other city assets (bridges, culverts, catch basins, stormwater structural controls, etc.) will be inspected and evaluated along Ecorse Creek to determine future mitigation needs. Cost estimates will be developed for the alternative solutions developed during the Master Plan and Green Infrastructure Analysis.

The grant outcomes will be a completed Ecorse Creek Flooding Impact Analysis, Citywide Stormwater Master Plan, Green Infrastructure Evaluation, and Outfall and Asset Inspection Report.

Section II - Project Tasks and Schedule

Tasks	Year				
	2023	2024			
	Quarter				
	Oct - Dec	Jan - Mar	Apr -Jun	Jul - Sept	Oct - Dec
1. Ecorse Creek Flood Impact Analysis: a. Collect information for model development. b. Analyze Ecorse Creek stream data. c. Update the existing FEMA HEC RAS model. d. Develop high resolution topography maps. e. Develop alternatives to minimize flood risk.	X	X			
2. Stormwater Master Plan: a. Collect information to support stormwater model development. Conduct field surveys as needed. b. Update city’s GIS with collected data. c. Develop the hydrology and hydraulics model. d. Run existing conditions model simulations for a series of design storms. Develop flood maps and identify target level of service. e. Develop alternatives to mitigate capacity limitations in the system.	X	X	X	X	X
3. Green Infrastructure Analysis: a. Analyze general water table conditions. Collect soils data. b. Collect additional field data as needed. c. Establish a steering committee and conduct public engagement. d. Identify potential locations for green infrastructure solutions. Assess viability and develop conceptual drawings and graphics. e. Preferred green infrastructure alternatives will be developed, included cost estimates. f. Draft a funding analysis.	X	X	X	X	
4. Perform Outfalls and Asset Inspection along Ecorse Creek.		X	X	X	
5. Submit Quarterly Reports and final work products to the State Contact.	X	X	X	X	X

Section III - Project Budget

See attached Project Budget Form.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY					
WATER RESOURCES DIVISION					
STATE HIGH WATER INFRASTRUCTURE GRANT PROGRAM					
PROJECT BUDGET					
Organization Name:		City of Dearborn Heights			
Project Name:		Citywide Storm Water and Flood Mitigation Plan			
Project Number:		2023-SHWI-016			
Staffing					
Name and Title of Staff	Hours	Rate	Grant Amount	Local Match Amount	Total
Ali Dib, City Engineer	80.00	\$ 120.00	\$ -	\$ 9,600.00	\$ 9,600.00
Mariana Hernandez, Mayor's Chief of Staff	60.00	\$ 50.00	\$ -	\$ 3,000.00	\$ 3,000.00
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Equipment (Any Item Over \$5,000)					
Itemized Equipment	Quantity	Cost	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Equipment Subtotal			\$ -	\$ -	\$ -
Travel					
Mileage	Miles	Rate	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
Lodging	Nights	Rate	Grant Amount	Local Match Amount	Total
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Meals	Quantity	Rate	Grant Amount	Local Match Amount	Total
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Other Travel (Tolls, Parking, Etc.)	Quantity	Rate	Grant Amount	Local Match Amount	Total
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Travel Subtotal			\$ -	\$ -	\$ -
Other					
Description	Quantity	Cost	Grant Amount	Local Match Amount	Total
FEMA Model Request Fee	1.00	\$ 500.00	\$ 500.00	\$ -	\$ 500.00
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Other Subtotal			\$ 500.00	\$ -	\$ 500.00
Project Subtotal					
			Grant Amount	Local Match Amount	Total
Project Subtotal			\$ 306,825.00	\$ 81,010.00	\$ 387,835.00
Indirect					
Indirect Approach	No Indirect Expenses Requested				
Rate	0.00%				
Indirect Subtotal			\$ -	\$ -	\$ -
What expense categories are included in the indirect calculation (e.g. salary and fringe, travel)?					
Grant and Match Budget					
Grant and Match Total			\$ 306,825.00	\$ 81,010.00	\$ 387,835.00
Project Percentage Split				26%	
Sources of Match					
Organization		Dollar Value Committed			
		In Kind	Cash	Total	
City of Dearborn Heights		\$ 17,010.00	\$ 64,000.00	\$ 81,010.00	
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Subtotal		\$ 17,010.00	\$ 64,000.00		
Total Match Must Equal Local Match Amount in Budget Sheet Above				\$ 81,010.00	

If you need this information in an alternate format, call 800-662-9278 or contact: EGLE-Accessibility@Michigan.gov

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Michigan.gov/EGLE

EQP9307 (Rev. 6/23)

Approved for the Agenda of:	
10/24/2023	Motion No.

9.C.



Mayor's Office

Bill Bazzi
Mayor

TO: Honorable Mayor Bill Bazzi
Honorable City Council Members

FROM: Mariana Hernandez, Chief of Staff
Ali Dib, City Engineer

DATE: October 17, 2023

RE: Chief of Staff Hernandez & City Engineer Dib - Alliance of Rouge Communities
Membership Renewal

Attached, please find the invoice to renew the Annual Alliance of Rouge Communities Membership.

The \$12,026 will be paid from GL#592-536-802.000

Please authorize the mayor and comptroller to sign the attached warrant and authorize the city treasurer to pay accordingly.

Attachments:

1. Dearborn Heights ltr

Annette DeMaria, P.E., PMP
Executive Director



Auburn Hills
Beverly Hills
Bingham Farms
Birmingham
Bloomfield Hills
Bloomfield Twp.
Canton Twp.
Commerce Twp.
Dearborn Heights
Farmington
Farmington Hills
Franklin
Garden City
Henry Ford College
Inkster
Lathrup Village
Livonia
Melvindale
Northville
Northville Twp.
Novi
Oak Park
Oakland County
Orchard Lake
Plymouth
Plymouth Twp.
Redford Twp.
Rochester Hills
Romulus
Schoolcraft College
Southfield
Troy
University of
Michigan-Dearborn
Van Buren Twp.
Walled Lake
Washtenaw County
Wayne
Wayne County
Wayne County Airport
Authority
West Bloomfield Twp.
Westland
Wixom

May 18, 2023

Mr. Ali Dib
City Engineer
Dearborn Heights
6045 Fenton St.
Dearborn Heights, MI 48127

Dear Mr. Dib:

I would like to thank you for your support and participation in the Alliance of Rouge Communities (ARC). In addition to restoring important beneficial uses, ARC activities assist you in meeting water quality requirements mandated by the state's stormwater permit.

I have enclosed your community's invoice for 2023 participation in the ARC. The 2023 assessment for each community/associate is based upon the budget approved at the Full ARC meeting in November and includes an increase in dues to all members to allow the ARC to meet stormwater permit requirements. The 2023 assessment also includes adjustments to your dues based on the final numbers from the 2020 census.

Due dates for the invoices are 30 days after receipt of the invoice or 30 days after the start of your fiscal year, whichever is later and is similar to previous years. Checks should be made payable, as indicated on the invoice, to the Alliance of Rouge Communities. Your prompt payment is appreciated.

Again, thank you for participating in the ARC and the vote of confidence you have given us as your elected officers. If you have any questions or concerns, please contact me at (248) 735-5694, Doug Moore, ARC Chair at (734) 466-2617 or Charles Markus, ARC Vice-Chair, at (248) 594-2808.

Sincerely,

ALLIANCE OF ROUGE COMMUNITIES

Rebecca Runkel, Treasurer

Cooperating Partners:

Cranbrook Institute of Science
Friends of the Rouge
Great Lakes Water Authority
Rouge River Advisory Council
SEMCOG
Southeastern Oakland
County Water Authority



Alliance of Rouge Communities
46036 Michigan Ave., Suite 126
Canton, MI 48188
Phone: 734-768-2180
Email: info@allianceofrougecommunities.com

Invoice

Date	Invoice #
5/18/2023	201982

Mr. Ali Dib
City Engineer
6045 Fenton
Dearborn Heights, MI 48127

Terms
7/31/23

Description	Amount
ARC Membership dues for 2023	12,026.00
Please remit to above address.	
Total	
\$12,026.00	

Questions Regarding this Invoice?
Contact Chris O'Meara at comeara@allianceofrougecommunities.com or 734-272-0289

Approved for the Agenda of:	
10/24/2023	Motion No.

9.D.



Clerk's Office

Bill Bazzi
Mayor

TO: Honorable Mayor Bill Bazzi

Honorable City Council Members

FROM: Lynne Zub-Senia

DATE:

RE: Clerk Senia - City Council Motion #23-412 – Requested Legal Opinion Regarding Claim #6-52 – Schenk & Bruetsch

At the September 12, 2023 meeting, the following motion was adopted:

23-412 Motion by Councilman Baydoun, seconded by Councilman Constan to approve Current Claims and ACH/Wire Transfers 6-1 through 6-59, as submitted.

After further discussion, the motion was amended to reflect the following:

Motion by Councilman Baydoun, seconded by Councilman Constan to approve Current Claims and ACH/Wire Transfers 6-1 through 6-59, with the removal of 6-52, so that it may be referred back to Administration for legal opinions regarding a possible conflict of interest with the City using the vendor, the hourly rate being charged by the vendor, and about particular charges outlined within the invoice, as submitted.

Motion adopted

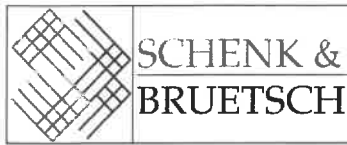
Corporation Counsel Farinha has provided this honorable body with a legal opinion. I have been requested to present the Schenk & Bruetsch invoice for your reconsideration.

I am respectfully requesting that the following motion be made:

Upon the City Clerk's receipt of the legal opinion regarding Motion 23-412 to receive, note and file the legal opinion and to advise the City Clerk to issue a legal opinion number 116. In addition, to approve Schenk & Bruetsch's invoice #1331, dated May 1, 2023, in the amount of \$5,427.00.

Attachments:

1. Schenk & Bruetsch Invoice



211 W. Fort Street, Suite 1410
Detroit, Michigan 48226

INVOICE

Invoice # 1331
Date: 05/01/2023
Due Upon Receipt

Roger Farhina
6045 Fenton
Dearborn Heights, MI 48127

City of Dearborn Heights MLCC Matter (Warren Valley Golf Course)

City of Dearborn Heights MLCC Matter (Warren Valley Golf Course)

Date	Attorney	Notes	Quantity	Rate	Total
03/27/2023	JA	dearborn heights (conf with mayor and city atty; em fr/to sara weber; t/c with melanie brown, attention to regulations re mechanism for reinstatement	2.50	\$300.00	\$750.00
03/30/2023	JA	attention to back up research for new license and begin process of drafting same in case resolution is not reached informally	2.20	\$300.00	\$660.00
04/07/2023	JA	t/c Senator Santana re liquor license; t/c Roger Farhina re: same.	0.30	\$300.00	\$90.00
04/07/2023	JA	Subject: Re: BID: 262337 - City of Dearborn Heights & Oneida Golf Services, Inc.	0.30	\$300.00	\$90.00
04/07/2023	JA	Subject: Thank you	0.30	\$300.00	\$90.00
04/10/2023	JA	t/c senator santana re follow up from her efforts	0.30	\$300.00	\$90.00
04/12/2023	JA	t/c melanie brown of governor's office re: license reinstatement.	0.40	\$300.00	\$120.00
04/12/2023	JA	Subject: RE: Warren Golf Course Liquor License 5 emails with all background; review same in detail and begin research into admin rules	1.30	\$300.00	\$390.00
04/12/2023	JA	Subject: RE: Final Response to Reinstatement Inquiry - BID: 262337 - City of Dearborn Heights & Oneida Golf Services, Inc. (9 emails and one attachment); review same in detail	1.00	\$300.00	\$300.00
04/12/2023	JA	Subject: Re: WVGC Letter 6 emails; review in detail and formulate response plan with Roger Farhina	0.50	\$300.00	\$150.00
04/12/2023	JA	Subject: RE: Dearborn Heights Warren Valley Golf Course	0.50	\$300.00	\$150.00

		7 emails			
04/13/2023	JA	t/c x2 to dennis c re hearing and defenses and issues re same	0.30	\$300.00	\$90.00
04/13/2023	JA	Subject: City of Dearborn Heights & Oneida Golf Services, Inc.: RN-23-23389 & RN-22-21274; review renewals; 2 emails/ 2 attachments; review same	0.40	\$300.00	\$120.00
04/17/2023	JA	Subject: RE: City of Dearborn Heights & Oneida Golf Services, Inc.: RN-23-23389 & RN-22-21274 3 emails	0.30	\$300.00	\$90.00
04/17/2023	JA	Subject: RE: Escrow - RN-23-23389[98].pdf 2 emails	0.30	\$300.00	\$90.00
04/17/2023	JA	Subject: FW: Ordering Check Now 6 emails	0.30	\$300.00	\$90.00
04/18/2023	JA	Subject: RE: Liquor License. 5 emails	0.40	\$300.00	\$120.00
04/18/2023	JA	Subject: RE: Escrow - RN-23-23389[98].pdf	0.10	\$300.00	\$30.00
04/19/2023	JA	Subject: Re: Liquor License. 4 emails	0.40	\$300.00	\$120.00
04/19/2023	JA	Attention to LCC 108a form	0.40	\$300.00	\$120.00
04/19/2023	JA	attention to renewal papers; t/c miriana hernandez re information re same	0.30	\$300.00	\$90.00
04/20/2023	JA	t/c Roger re update and joint venture	0.30	\$300.00	\$90.00
04/20/2023	JA	t/c MLCC re: forms received.	0.30	\$300.00	\$90.00
04/20/2023	JA	Subject: Last form	0.30	\$300.00	\$90.00
04/20/2023	JA	draft NOH	0.20	\$300.00	\$60.00
04/24/2023	JA	Subject: Fwd: Dearborn Heights Payment to MLCC seven emails	0.30	\$300.00	\$90.00
04/24/2023	JA	Subject: Re: Liquor License. 3 emails	0.30	\$300.00	\$90.00
04/24/2023	JA	Subject: FW: Escrow - City of Dearborn Heights & Oneida Golf Services, Inc.: RQ-2203-02895	0.30	\$300.00	\$90.00
04/24/2023	JA	Subject: RE: Last form 3 emails	0.30	\$300.00	\$90.00
04/24/2023	JA	Subject: FW: Liquor Liability Insurance - Golf Course	0.30	\$300.00	\$90.00
04/25/2023	JA	Subject: Re: Escrow Renewal - Notice of Deficiency - City of Dearborn Heights & Oneida Golf Services, Inc.: RN-23-23389 5 emails	0.50	\$300.00	\$150.00

04/26/2023	JA	Subject: Liquor license Inspection	0.30	\$300.00	\$90.00
04/26/2023	JA	Subject: Release License from Escrow - Checklist - City of Dearborn Heights & Oneida Golf Services, Inc.: RQ-2203-02895 2 emails	0.30	\$300.00	\$90.00
04/26/2023	JA	Subject: RE: Liquor license Inspection 3 emails	0.30	\$300.00	\$90.00
04/27/2023	JA	Subject: Re: Liquor license Inspection 4 emails	0.30	\$300.00	\$90.00
04/27/2023	JA	Subject: MLCC issue 4 emails	0.30	\$300.00	\$90.00
04/27/2023	JA	Subject: Re: Liquor license Inspection	0.30	\$300.00	\$90.00
04/27/2023	JA	t/c kelly allen re MLCC form 205 and issues re completion of same.	0.30	\$300.00	\$90.00
04/27/2023	JA	Subject: Re: MLCC issue 2 emails	0.30	\$300.00	\$90.00
04/27/2023	JA	Subject: FW: Conflict Waiver	0.30	\$300.00	\$90.00
04/27/2023	JA	Subject: FW: MLCC 205/ 2 emails.	0.30	\$300.00	\$90.00
04/27/2023	JA	Subject: RE: Jason Pearsall information	0.30	\$300.00	\$90.00
04/28/2023	JA	Subject: FW: City of Dearborn Heights & Oneida Golf Services, Inc. 2 emails	0.30	\$300.00	\$90.00
04/28/2023	JA	Subject: FW: City of Dearborn Heights & Oneida Golf Services, Inc. 2 emails	0.30	\$300.00	\$90.00
04/28/2023	JA	Subject: RE: City of Dearborn Heights & Oneida Golf Services, Inc. 3 emails	0.30	\$300.00	\$90.00

Subtotal \$6,030.00

Invoice Discount 10.0%

Total \$5,427.00

Detailed Statement of Account**Other Invoices**

101-210-826.000
 OK to pay
 Hananathy.

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1388	06/01/2023	\$1,020.00	\$0.00	\$1,020.00
1514-A	07/05/2023	\$570.00	\$0.00	\$570.00

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1331	05/01/2023	\$5,427.00	\$0.00	\$5,427.00
Outstanding Balance				\$7,017.00
Total Amount Outstanding				\$7,017.00

Please make all amounts payable to: Schenk & Bruetsch

Please note processing fee of 3.5% will be added to all payments made by American Express and a processing fee of 3% will be added for all other credit card payments.

Payment is due upon receipt.

Approved for the Agenda of:	
10/24/2023	Motion No.

9.E.



City Council

Bill Bazzi
Mayor

TO: Honorable Mayor Bill Bazzi
Honorable City Council Members

FROM: Dave Abdallah

DATE:

RE: Councilman Abdel-Hak - City Charter Competitive Bid Process Affirmation

ITEM TABLED AT THE TUESDAY, OCTOBER 10, 2023 CITY COUNCIL REGULAR MEETING:

For the practice of transparency and accountability in our city,

I move to approve the following resolution.

Motion to affirm the city charter provisions regarding the use of competitive bids to buy all goods and products that exceed \$1,500.00 and to extend the competitive bids to all services provided by consultants, vendors, and any other services to the city.

In addition, direct the Mayor to get the council's approval for all contracts, involving employment, contractors, vendors, consultants, engineering, planning, construction, and legal services before making any payments from the city treasury. Councilman Zouher Abdel-Hak

Attachments:

None

Approved for the Agenda of:	
10/24/2023	Motion No.

9.F.



Police Department

Bill Bazzi
Mayor

TO: Honorable Mayor Bill Bazzi
Honorable City Council Members

FROM: Jerrod Hart, Police Chief

DATE: October 17, 2023

RE: Police Chief Hart - Purchase & Payment - Task Chairs

SEE ATTACHED

Attachments:

1. Request to purchase task chair dispatch

MEMORANDUM



To: Jerrod S. Hart
Chief of Police

From: Paul D. Vanderplow
Director, Support Services

Subject: Submission of Fiscal Request

Date: 16-Oct-23

This memorandum will serve to transmit Fiscal Request #23-1016.1.

Fiscal Request Package #23-1016.1:

This item is the entering into an “equipment lease” for furniture – specifically task chairs for the Dispatch Center. This lease for equipment is the first of its kind for this type of item. Research into the purchase of the chairs was not fiscally beneficial to the city as an outright purchase total of \$14,640. However, this would be taking possession of an asset with a high turnover/damage rate as well as no ability to provide repair service in an economical manner. At the end of three years, if not sooner, we would have an item with minimal value and the need to replace the chair(s).

Under the lease program, the Dispatch center would have new chairs at the beginning of each contract year as well as 24/7 support for damage or breakage.

While the City wouldn’t have an asset at the end of the lease, for the duration of the term we would have use of a high-quality item with no need for City funded repair/replacement.

The Department searched for competitors for this offering and find that there are no competitors offering this type of service, therefore we are asking for an award based upon sole-source availability.

Net Financial Effect: \$17,844.00 for a three-(3) year contract to supply dispatch chairs and support services.

Funding Source: This item to be paid through funds allocated for the Dispatch Operations Center Upgrade which has already been approved.

MEMORANDUM



To: Jerrod S. Hart
Chief of Police

From: Paul D. Vanderplow
Director, Support Services

Subject: Acquisition of chairs for Dispatch Operations

Date: 14-Aug-23

[Handwritten signature and date: 14-Aug-23]

This memorandum will serve to request the acquisition of nine-(9) task specific chairs for use in the Police/Fire Dispatch Operations Center.

In FY 2022-23, the Police Department has been authorized and duly funded to renovate the Dispatch Operations Center housed within the Justice Center. As a part of the renovation, funding was allocated for new chairs for Dispatch Personnel. Through the Departments own experience, chairs in a dispatch center take an inordinate amount of wear and tear due to the 24-hour, 7 day week, 365 days per year constant use. Additionally, while researching requirements for the new chairs, DHPD discussed with several departments the need to procure properly built and constructed chairs for not only durability, but for the health and well-being of the operators.

Initial information gathered for purchasing chairs, set a per-chair cost of approximately \$1,900 per chair with quantity discount pricing at approximately \$1,300 per chair (as documented in Attachment A – Quote eFurniture dated 24-Jan-23). As with any asset subject to wear and tear, the known useful life of a chair in this setting is approximately 36-48 months.

During the information gathering stage, DHPD became aware of a vendor providing leased furniture equipment to include chairs used in dispatch centers. The vendor identified for the lease program is: Thomas Shelby & Company from St. Marys, Ohio. From the research conducted and information obtained, this is the only company providing a lease program for such an asset.

As fully documented in Attachment B – Quote #1053, DHPD is requesting the allocation of funds to enter into a 36-month lease contract for the use of nine-(9) chairs specifically selected for use in the Dispatch Center.

The total for this contract would be \$17,844.00.

(If paid in full the City would realize a 2% discount for a total payment of \$17,487.12 or a 1% discount if paid yearly at \$5,888.52/year).

MEMORANDUM

The proposed lease would provide the identified chairs necessary to meet the requirements set forth by the department but also adds a three-year warranty and service agreement:

- Repairs of any item during the period of performance (36 Months).
- At the two-year and three-year anniversaries, new chairs are substituted for the previous one to ensure proper wear and tear.

While at the end of the three-year term the department would be “without a physical asset”, however, even if a chair was purchased, the comprehensive repair plan is not available (outside of a manufacturer’s warranty) as well as the yearly re-fresh of equipment. Further, as the Department has realized, at the end of three years, a dispatch chair has de-minimis value to the point of being relegated to surplus.



This effort was included in the yearly budget plan and can be funded as detailed in the FY 23-24 Fiscal Plan.

If you have any questions as to the equipment/service or this budget submission, please contact Paul Vanderplow, Director, Support Service at (313) 719-1972 or via email at pdvanderplow@dearbornheightsmi.gov.

efurnitureMax
8070 Castleton Rd
Unit 521
Indianapolis IN 46250
United States

Dearborn Heights Police Department, Paul Vanderplow
25637 Michigan Avenue
Dearborn Heights MI 48125
United States
☎ +1 313-878-5151

Quotation # SO8060

Need a W9? [Download a Copy](#)

Quotation Date:
01/24/2023

Expiration:
02/07/2023

Salesperson:
Maggie Columbus

Product Image	Description	Quantity	Unit Price	Taxes	Amount
SHIPPING: FREE TAILGATE FREIGHT - (Lift Gate - Required for Locations without a Dock or Forklift - Requires Additional Quote)					

ERA Office Chairs

ERA



ERA Logo

1 Unit(s) 0.00 \$ 0.00

[61097 Catalog Item] ERA 500 LB Multi-Shift Heavy Duty Operator Chair - Henry

10 1,300.00 6.0% \$ 13,000.00
Unit(s)

Frame



All Steel Frame with Seat Slider

10 0.00 \$ 0.00
Unit(s)

Subtotal \$ 0.00

Material Option



ERA Navy Fabric

10 0.00 \$ 0.00
Unit(s)

Subtotal \$ 0.00

Armrest Option

800-571-2699 customerservice@efurnituremax.com <http://www.efurnituremax.com>

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United States



Flip Up Arms

10 0.00 \$ 0.00
Unit(s)

Subtotal \$ 0.00

Base Option



30" Steel Base-Black

10 99.00 6.0% \$ 990.00
Unit(s)

Subtotal \$ 990.00

Caster Option



Hard Floor Casters

10 0.00 \$ 0.00
Unit(s)

Subtotal \$ 0.00

Custom Embroidery



Logo Digitization

1 Unit(s) 200.00 6.0% \$ 200.00



Custom Embroidery

10 45.00 6.0% \$ 450.00
Unit(s)

Subtotal \$ 650.00

Subtotal	\$ 14,640.00
Tax 6.0%	\$ 878.40
on \$ 14,640.00	
Total	\$ 15,518.40

Acceptance of Quote:

By submitting a purchase order or purchase letter reflecting this quote, Buyer is hereby accepting the below Sales Agreement and terms of the Seller. In the event that the Sales Agreement is not signed, the purchase order or purchase letter will act as the Buyer's signature and acceptance.

Sales Agreement

efurnitureMax

8070 Castleton Rd

Unit 521

Indianapolis IN 46250

United States

This Sales Agreement ("Agreement") is made between efurnitureMax, LLC ("Seller") and the signed ("Buyer") on the sales quote confirmation date ("Effective Date").

Seller and Buyer agree as follows:

Quote Accuracy: Seller makes its reasonable efforts to ensure that the quote attached to this Agreement and made a part hereof as Exhibit 1 ("Quote") reflects the Buyer's requested items, options, and quantities. It is the Buyer's responsibility to verify that all items, product options, and quantities in this Agreement and/or the Quote are accurate. Buyer agrees Seller will not be held liable for any Quote inaccuracies or financial consequences of inaccuracies for Quotes that have been reviewed and accepted by the Buyer. Any Buyer accepting and using Seller's Quote, whether in a Purchase Order, or otherwise, also accepts this Agreement in its entirety.

Order Cancellation: Buyer acknowledges that this Sales Agreement may not be eligible for cancellation once submitted and processed for fulfillment. Seller will use its commercially reasonable effort to honor any cancellation request of Buyer, but Buyer must strictly follow Seller's return policy, in part as outlined in this Agreement, if it is too late to cancel. Custom products that have already entered production may incur sizeable restocking fees, or may not be eligible for cancellation, depending on how far along in the production process they have advanced. Any changes to this Agreement after acceptance may incur fees, for which the Buyer is responsible (re-routing after shipment, adding delivery services, etc.).

Payment: Prepayment via credit card, check, or bank transfer is required to secure this Agreement, unless the Buyer is offered terms. Purchase Orders with net 30 terms are accepted from schools, government organizations, and some companies, but will require preapproval. All delinquent invoices are subject to 1.5% interest per month. Any tax imposed by federal, state, or other governmental authority on the sale of the merchandise and service referred to on this order shall be paid by the Buyer. Transfer of title and/or ownership and/or use rights of any kind in the products and items of each and every kind proposed to be sold by Seller to Buyer under this Agreement (collectively, "Goods") shall not pass to Buyer until Buyer has paid in full the purchase price to Seller.

Delivery: Orders will ship via FedEx/UPS, or via LTL freight carrier, depending on the size of the shipment or item (s). If free freight is offered, it includes FedEx Ground, UPS Ground, and tailgate freight only. The Buyer will be responsible for unloading all LTL freight shipments from the tailgate, and shall bear all risk of loss associated with same, unless additional services are requested at the time of ordering. Additional freight services such as a lift gate or inside delivery are available upon request, for an additional charge. Any delivery services added at the time of delivery will be billed to the Buyer at cost.

Damages & Shortages: For all freight shipments, any damages or shortages must be noted on the delivery receipt before signing to be eligible for a claim. Seller must be notified within 24 business hours of any freight damage or shortages due to the limited window that freight carriers provide for filing a claim. Please note that any damages or shortages not written on the delivery receipt are subject to the carrier's grace. Seller cannot be held liable for any freight damages or shortages not noted at the time of delivery. For FedEx/UPS shipments, please notify Seller within 5

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Unit 521
Indianapolis IN 46250
United States

days of receipt if there is damage.

Shipment Refusals: The Buyer is responsible for any return shipping costs due to shipment refusals, or undeliverable shipments. The Buyer is also responsible for any restocking fees charged by the manufacturer due to a refusal. If the item is not eligible for return, the shipment will be refused by the manufacturer and the Buyer will incur all charges.

Returns: Orders eligible to be returned must be initiated within 30 days. Custom products are not eligible for return due to their nature. All Goods and items must be returned in the original condition, and in original packaging. All returns must be preauthorized and accompanied by an RMA number for identification. Orders over \$750 will incur a restocking fee of 35%. The Buyer is responsible for arranging and paying for return shipping of any standard return, unless the return is a result of a Seller's error.

Venue/Governing Law/Fees/Jury Trial: This Agreement has been made and shall be construed and interpreted in accordance with the laws of the State of Indiana, and any dispute of any kind relating to, connected with or arising out of this Agreement in any fashion ("Dispute") shall only be heard and decided exclusively in the Superior Courts of Marion County, Indiana, and Buyer waives any (i) objection to such exclusive venue, and (ii) right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement. Buyer agrees to reimburse Seller for Seller's reasonable attorneys' fees, costs, and expenses of any kind in connection with such Dispute.

Defective Products/Disclaimer: Within 30 days, the Seller will either replace or refund any defective products or parts that comprise Goods, using Seller's discretion, with replacement as a priority. After 30 days, products and parts that comprise Goods are subject to the warranty as provided by the manufacturer, and information regarding manufacturer's warranty may be found on/in manufacturer's website, catalogues and other materials, and/or by contacting manufacturer directly. The Seller provides complimentary warranty service and will facilitate a warranty claim on behalf of the Buyer, but cannot take responsibility for the final resolution as these decisions are up to the manufacturer. **EXCEPT FOR THE EXPRESS WARRANTIES IF ANY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT.**

Miscellaneous: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. The section and paragraph headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent or any provision of this Agreement. This Agreement constitutes all of the understandings and agreements of whatsoever nature or kind existing between the parties with respect to the Goods. This Agreement cannot be modified or changed except by another agreement in writing signed by Seller and Buyer. Nothing contained in this Agreement shall constitute or be construed to

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Unit 521
Indianapolis IN 46250
United States

be or create a partnership or joint venture between the Seller or its successors or assigns, and the Buyer or its successors or assigns. This Agreement may be terminated at any time by Seller. The Seller, its members, managers, officers, agents, and employees, shall not be liable to any person for any action or omission, negligent, tortuous or otherwise, of any agent or employee of the Seller or the Buyer in the performance of this Agreement, except to the extent such acts are determined to have been the result of the fraud, gross negligence, or intentional misconduct of any of the Seller or the Seller's members, managers, officers, agents, and employees, and the Buyer hereby agrees to indemnify, defend and hold harmless the Seller, its members, managers, officers, agents, and employees, from and against any liability, loss, damage, cost or expense (including reasonable attorneys' fees) by reason of any such act or omission except to the extent such acts are determined to have been the result of the fraud, gross negligence, or intentional misconduct of any of the Seller or the Seller's members, managers, officers, agents, and employees. Notwithstanding anything in this Agreement to the contrary, all of the obligations of the Seller contained in this Agreement are limited in that the Seller is only required to use its reasonable efforts to accomplish the desired result or to prevent the undesired result, and the liability of the Seller for breach of the provisions of this Agreement shall be limited to gross negligence or willful violations of such obligations. The Buyer shall provide written notice to Seller of any purported breach or default of Seller within ten (10) days of the time it first comes to the knowledge of Buyer, otherwise such shall be deemed waived. Buyer shall at all times comply with all laws applicable to this Agreement, Buyer's performance of its obligations hereunder, and Buyer's use or sale of the Goods. Without limiting the generality of the foregoing, Buyer shall (a) at its own expense, maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to the purchase or use of the Goods and (b) not engage in any activity or transaction involving the Goods, by way of shipment, use or otherwise, that violates any law. Seller makes no guarantee, warranty or representation of any kind. Buyer agrees it shall have no setoff rights of any kind. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT UNDER OR COMPLY WITH THIS AGREEMENT, SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER PURSUANT TO THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY GOODS, WHETHER IN TERMS OF OPERATING COSTS, GENERAL EFFECTIVENESS, SUCCESS OR FAILURE, AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY SELLER, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE GOODS.

Buyer has (i) read and agree to the terms of this Agreement, including but not limited to the medical and weight capacity disclaimers attached hereto and made a part hereof as Exhibit 2, and (ii) reviewed the Quote for accuracy of items, quantities, prices, and product options, and agrees with and accepts Agreement and Quote.:

Buyer-_____

Signature: _____ Date: _____

If electronically signed, the date is the date of quote acceptance and online signature.

EXHIBIT 1

Quote- See Above

efurnitureMax
8070 Castleton Rd
Unit 521
Indianapolis IN 46250
United States

EXHIBIT 2

medical and weight capacity disclaimers

Medical Disclaimer:

Seller specializes in heavy duty, big & tall seating for demanding work environments. Seller does not advertise its products as a solution for those with medical or mobility issues. If you have a medical or mobility issue, we advise you to seek a seating solution from a medical solutions provider and discuss your needs with a medical professional. Our products are not designed for this purpose.

Seller chairs are designed for typical office use only. They should not be used as a mobility tool, such as a wheelchair or as a walker. Users must have the necessary mobility to appropriately stand up and sit down in the office chair. To stand up, users must do so under their own strength, or use an adequate table for support, not a part of the chair. The armrests, backrest, and other components of our office chairs are not designed to withstand a user's entire weight in the action of standing up or sitting down. Most office chairs are designed with wheels and are expected to move or tip if force is applied unevenly on the chair - bracing on a single armrest, etc. This action poses a dangerous risk for those with mobility issues and who may fall if the chair shifts under inappropriate use.

Seller does not advertise its products as a solution for chronic pain, back surgeries, or arthritis. For individual with specific needs relating to pain, we highly suggest looking for a medical-specific furniture solution. Seller specializes in heavy duty chairs designed for the office and will be comfortable for standard office use, but do not contain any special features to accommodate medical issues.

All office chairs offered by Seller are to be used at the user's own risk. By ordering with us, you agree to not hold Seller responsible nor liable for damages incurred through use of one of our office chairs.

Weight Capacity Disclaimer and Definitions:

As a dealer in heavy duty, commercial furniture, weight capacity is a common specification on most of our products. Weight capacities advertised should be assumed as static load capacities unless otherwise noted in the product description.

Static Load Capacity: Static load refers to the weight of an object, all things stationary. If you set an item on a table, or sit in a chair, the static load is the weight once the load has settled and is no longer moving.

Dynamic Load Capacity: Dynamic load capacity refers to the weight of a load, assuming it is moving. For example, dropping a 40 LB bag of sand will have a force greater than 40 LBs until the load settles on the surface it lands on. For seating, the

efurnitureMax
8070 Castleton Rd
Unit 521
Indianapolis IN 46250
United States

act of sitting down can increase the load exerted on a chair, depending on how much the user "falls" into the chair and the weight of the user. For tables, any machinery with moving parts that will rest on the table, will add the load weight. The act of setting an object on a table will also increase the load weight.

In addition, all weight capacities assume a load is evenly distributed across the surface of the item. Loads not evenly distributed will decrease effective static load capacity of any item. Highly unbalanced loads can pose a safety issue.

Please use this guidance accordingly when making decisions regarding which products will be suitable for your use. Buyer assumes all responsibility for determining the static weight capacity needed for their application. Seller shall not be held liable for product failures not adhering to static load capacity guidance.

Payment terms: Immediate Payment

Thomas Shelby & Company, Inc
309 South Park Drive
St. Marys, OH 45885

PH: 419-394-3377 Fax: 419-394-4815



www.thomasshelby.com

Quote

Date	Estimate #
8/4/2023	1053

Name / Address
Dearborn Heights Police Department (MI) Paul Vanderplow 25637 Michigan Ave Dearborn Heights, MI 48125

Ship To

Quotation Good Till
09/04/2023

Item	Description	Qty	Rate	Total
Tier 2A AL Grou...	The Service Group Pricing per chair per year for the i2704 and the 3120 In alternative leather is \$652. The below pricing is your cost for the entire contract per the terms and chair models selected. 24/7 Chair Fleet Program: 3 - Year Contract Service Group Trip * (8) Concept Seating 3120 and (1) BodyBilt i2704 * These are black alternative leather and mesh/alternative leather chairs. * All chairs in this tier are rated for 24/7 intensive use and weight rated to at least 500 pounds.	9	1,956.00	17,604.00T
Chair Fleet Body...	24/7 Chair Fleet Program: 3 - Year Contract (1) BodyBilt 24/7 headrest for i27 chairs.	1	240.00	240.00T
				17,844.00
	Paid in Full - \$17,487.12 (includes 2% discount). This is a one time payment for all chairs for the 3 year contract.			
	Yearly Payment - \$5,888.52 (x 3 payments) (includes 1% discount). This would be paid every year for the three years of the contract.			
	Quarterly Payment - \$1,487 (x12 payments). This would be paid quarterly and includes no discounts.			

1. Taxes may apply. A Tax Exempt or Proof of Exemption must be on file or accompany a Purchase Order requesting Tax Exempt Status.
2. Above pricing is for material only unless noted.
3. Material quoted is FOB Shipping Point.
4. Please confirm pricing at the time of ordering.
5. Estimate is good for 30 days from estimate date, unless other date is specified.

Please note any charges for services at time of delivery (such as Residential Delivery, Inside Delivery, Hand Unloading, Limited Access, Liftgate - all facilities without a loading dock or fork lift will require a liftgate for all LTL Deliveries, etc.) not listed on your Purchase Order or given to us will be charged back to you.

Thomas Shelby & Company, Inc
309 South Park Drive
St. Marys, OH 45885

PH: 419-394-3377 Fax: 419-394-4815



www.thomasshelby.com

Quote

Date	Estimate #
8/4/2023	1053

Name / Address
Dearborn Heights Police Department (MI) Paul Vanderplow 25637 Michigan Ave Dearborn Heights, MI 48125

Ship To

Quotation Good Till
09/04/2023

Item	Description	Qty	Rate	Total
Chair Fleet Prog...	24/7 Chair Fleet Program Contract set up fee. One time fee per contract. No discounts can be applied. We offer additional accessory options to consider adding to your chair fleet. The following accessory options are \$60 per accessory, per chair, per year: Partial Foot Rest, C-Loop Arms, Neckrolls We also offer premium accessory options at \$80 per chair, per year. Premium Accessory options include: Chair Slip Covers Out-of-state sale, exempt from sales tax	1	75.00	75.00
			0.00%	0.00

1. Taxes may apply. A Tax Exempt or Proof of Exemption must be on file or accompany a Purchase Order requesting Tax Exempt Status.
2. Above pricing is for material only unless noted.
3. Material quoted is FOB Shipping Point.
4. Please confirm pricing at the time of ordering.
5. Estimate is good for 30 days from estimate date, unless other date is specified.

Please note any charges for services at time of delivery (such as Residential Delivery, Inside Delivery, Hand Unloading, Limited Access, Liftgate - all facilities without a loading dock or fork lift will require a liftgate for all LTL Deliveries, etc.) not listed on your Purchase Order or given to us will be charged back you to.

Approved for the Agenda of:	
10/24/2023	Motion No.

9.G.



Police Department

Bill Bazzi
Mayor

TO: Honorable Mayor Bill Bazzi
Honorable City Council Members

FROM: Jerrod Hart, Police Chief

DATE: October 17, 2023

RE: Police Chief Hart - Purchase & Payment - Digital License Plates

SEE ATTACHED

Attachments:

1. Request to purchase Digital License Plates

MEMORANDUM



To: Jerrod S. Hart
Chief of Police

From: Paul D. Vanderplow
Director, Support Services

Subject: Submission of Fiscal Request

Date: 16-Oct-23

This memorandum will serve to transmit Fiscal Request #23-1016.3.

Fiscal Request Package #23-1016.3

Request the acquisition of equipment and services to support Digital License Plates (DLP) for the Police Department's Patrol Vehicles (32 Vehicles).

This program provides a multitude of fleet tracking capabilities which DHPD Command can use to monitor vehicle activity to enable another layer of risk mitigation efforts.

This is the only Digital plate approved in the State of Michigan. The Department searched for competitors for this offering and find that there are no competitors offering this type of service, therefore we are asking for an award based upon sole-source availability.

Net Financial Effect: \$24,993.92 for a three-(3) year service agreement for 32 Patrol vehicles.

Funding Source: There are two-(2) avenues being explored for funding:
Federal Forfeiture Account 26-330-830-060
Grant Request – MMRMA Risk Avoidance Program

MEMORANDUM



To: Jerrod S. Hart
Chief of Police

From: Paul D. Vanderplow
Director, Support Services

Subject: Request for acquisition of
Patrol Fleet Digital License Plates (DLP)

Date: 09-Aug-23

Handwritten signature and date:
09-AUG-23

This memorandum will serve to request the acquisition of equipment and services to support Digital License Plates (DLP) for the Police Department's Patrol Vehicles (32 Vehicles).

The Digital License Plate program is provided by Reviver of Granite Bay, CA

<https://reviver.com>

This program provides a multitude of fleet tracking capabilities which DHPD Command can use to monitor vehicle activity to enable another layer of risk mitigation efforts.



Exemplar photo of a Reviver Digital License Plate

Characteristics of the DLP include:

RPlate

Tamper-proof digital license plate installed on fleet vehicles.

- Streamlined Vehicle Registration & Compliance
- Integrated Telematics
- Personalized Brand Messages

RFleet Dashboard

Single portal to manage, track, and optimize fleet utilization

- DMV-Approved, Future-Proofed Technology
- Proven ROI & Efficiency Improvements
- 24/7/365 Customer Support

Integrated Telematics

- Real-Time Location Monitoring
- Geofencing with Alerts
- Trip & Mileage Tracking with Alerts
- API Integrates Seamlessly with Existing Fleet Management Systems

Batch Registration Renewal

- Fleet-Wide Registration in Single Transaction
- Batch by Cost Center or other Accounting Needs
- Streamlined Compliance via Digital Tag Auto-Updating
- Renew & Pay via Admin Dashboard

Safety Notices and Alerts

- Maintenance & Mileage Alerts
- Upcoming Registration Renewal Alerts
- Geofence Alerts Vehicle Motion Alerts
- Arrival & Departure Alerts

DHPD is committed to full accountability for Department actions and assets. As shown by the program characteristics, the DLP program will allow a two-fold monitoring platform for its fleet: Officer Accountability and Fleet Asset Management.

MEMORANDUM

DHPD is recommending a three-(3) year service agreement for this program.

The fiscal impact to the department is summarized as follows:

Item	Quantity	Frequency	Unit/Price	Year 1	Year 2	Year 3
				Line Total	Line Total	Line Total
Hard Wired DLP	32	Month	\$12.69	\$4,872.96	\$4,872.96	\$4,872.96
Digital Compliance Service	32	Annual	\$53.76	\$1,720.32	\$1,720.32	\$1,720.32
Rplate Location Services	32	Annual	\$49.98	\$1,599.36	\$1,599.36	\$1,599.36
Provisioning	32	One Time	\$13.00	\$416.00		
Year Total				<u>\$8,608.64</u>	<u>\$8,192.64</u>	<u>\$8,192.64</u>

The Department attempted to obtain competing bids for equipment and services. Through independent market research, it was determined that there are no other vendors for this service, therefore, the Department will request the use of a sole source vendor to procure this equipment/service.

This service is fully approved and sanctioned by the State of Michigan Secretary of State.

This effort was not included in the yearly budget plan as the Department was not made aware of its potential until after Fiscal Year submissions. Therefore, the Department is requesting a budget amendment to include within its operating parameters.

If you have any questions as to the equipment/service or this budget submission, please contact Paul Vanderplow, Director, Support Service at (313) 719-1972 or via email at pdvanderplow@dearbornheightsmi.gov.

REVIVER

4170 Douglas Blvd.
Suite 200
Granite Bay, CA 95746
United States

#20230707-082945655

Expires
September 7, 2023

Alex Dimitrijevic
alex.dimitrijevic@reviver.com

Prepared for
Dearborn Heights Police Department

Paul Vanderplow
Director, Support Services
Dearborn Heights Police Department
(313) 719-1972
pdvanderplow@dearbornheightsmi.gov

Products & Services	Billing Frequency	Quantity	Unit price	Price
Hard Wired DLP 36-mo - 30% OFF	Monthly	32	\$12.69/ month	\$406.08/ month for 36 months
Digital Compliance Services - 30% OFF	Annually	32	\$53.76/ year	\$1,720.32/ year for 3 years
Rplate Location Services - 30% OFF	Annually	32	\$49.98/ year	\$1,599.36/ year for 3 years
Turn-key Provisioning	One-time	32	\$13.00	\$416.00 One-time

Subtotals

Monthly hardware subtotal	\$406.08/ month for 36 months
Services Annual subtotal	\$3,319.68/year for 3 years
One-time subtotal	\$416.00

Purchase Terms

NOTE TO CUSTOMER: The above quote is a special Law Enforcement pricing at 30% off of Reviver's standard commercial pricing. This price is available only to Law Enforcement Agencies, Government fleets and commercial fleets over 10,000 vehicles.

Hardware

The Digital License Plate (DLP) price will be invoiced and due monthly over the 36-month term. The first invoice will be Net 30 to allow for activation. Subsequent invoices will be due upon receipt.

Subscription Services

The Digital Services are for the 36-month term and will be invoiced upon activation and due upon receipt. Prior to the end of the term, another invoice will be sent for an additional term at the then-current price.

One-Time Payment

The one-time items will be invoiced upon delivery and are due upon receipt.

Taxes & Fees

The above pricing does not include applicable sales tax and other fees as may be required by law. Such costs will be reflected in your final invoice total. For credit card transactions, there will be an additional convenience fee equal to 3% of the total amount.

Terms and Conditions

Taxes & Fees

The above pricing does not include applicable sales tax and other fees as may be required by law. Such costs will be reflected in your final invoice total. For credit card transactions, there will be an additional convenience fee equal to 3% of the total amount.

Warranty

The Digital License Plate is covered under Reviver's Manufacturer's Warranty. This warrants that the plate would be free from defects from the date of purchase until the end of the defined term and does not cover accidental damage. The warranty does not cover the use of stolen RPlates, deliberate damage, cosmetic damage that does not hinder the performance of the product, neglect, commercial use, any unauthorized installation, repair, or service performed, or any other abuse or mis use of the product, or any use not in accordance with the [Reviver Terms of Use policy](https://reviver.com/terms-of-service/) that you can review by visiting <https://reviver.com/terms-of-service/>. For additional items not covered please visit <https://reviver.com/warranty/> and review the section "What does the warranty NOT cover?"

Approved for the Agenda of:	
10/24/2023	Motion No.

9.H.



Police Department

Bill Bazzi
Mayor

TO: Honorable Mayor Bill Bazzi
Honorable City Council Members

FROM: Jerrod Hart, Police Chief

DATE: October 17, 2023

RE: Police Chief Hart - Purchase & Payment - GPS Devices

SEE ATTACHED

Attachments:

1. Request to purchase GPS devices

MEMORANDUM



To: Jerrod S. Hart
Chief of Police

From: Paul D. Vanderplow
Director, Support Services

Subject: Submission of Fiscal Request

Date: 16-Oct-23

This memorandum will serve to transmit Fiscal Request #23-1016.2.

Fiscal Request Package #23-1016.2

This item is to request the acquisition of five-(5) vehicle mounted tagging and tracking technology. To reduce/mitigate the risk during a pursuit, The Dearborn Heights Police Department has identified a system which would enable the “tagging” or placing of a Global Positioning System (GPS) device onto an offender’s vehicle which could then be tracked without the need for a pursuit.

This item was also highlighted during the FY2024 budget request and tentatively approved as to concept.

The Department searched for competitors for this offering and find that there are no competitors offering this type of service, therefore we are asking for an award based upon sole-source availability.

Net Financial Effect: \$57,887.75 for a three-(3) year service agreement for five-(5) patrol vehicles.

Funding Source: There are three avenues being explored for funding:

Federal Forfeiture Account 26-330-830-060

Grant Request – COPS Office

Grant Request – MMRMA Risk Avoidance Program

MEMORANDUM



To: Jerrod S. Hart
Chief of Police

From: Paul D. Vanderplow
Director, Support Services

Subject: Purchase of Vehicle Mounted GPS Marking System

Date: 09-Aug-23

Handwritten signature and date: 09-Aug-23

This memorandum will serve to request the acquisition of five-(5) vehicle mounted tagging and tracking technology.

The Department has recently purchased four-(4) Chevy Tahoe Sport Utility Vehicles as well as placing a new 2022 Ford Explorer/Interceptor into service as a Special Enforcement Vehicle. These five vehicles will comprise the Department's Specialized Enforcement Group which will focus on crimes against our citizens from individuals who utilize stolen vehicles as a platform to commit crimes.

Historically, Officers would attempt to apprehend perpetrators which would result in a vehicle pursuit. These pursuits involve calculated risks to the officers, community and the offender. To reduce/mitigate the risk during a pursuit, The Dearborn Heights Police Department has identified a system which would enable the "tagging" or placing of a Global Positioning System (GPS) device onto an offender's vehicle which could then be tracked without the need for a pursuit.

The Department has conducted extensive market research to identify a product/service/vendor who can supply a device which can be deployed from a moving Police Patrol Vehicle (PPV) onto an offender's vehicle.

The vendor identified for this requirement is StarChase.

<https://starchase.com> - [High Speed Pursuit Alternatives](#) | [StarChase.com](#)

StarChase is the exclusive and sole manufacturer of the StarChase Vehicle Mounted and Handheld tagging and tracking technology. StarChase is the only law enforcement tool (vehicle mounted/installed and hand-held device) that allows an officer to tag and track a suspect vehicle from a distance in virtually any situation. StarChase's real-time tracking technology, provides field visibility to dispatchers and assists officers in coordinating apprehension and/or perform suspect surveillance.

MEMORANDUM

StarChase, LLC is a US-based manufacturer of hardware and SaaS-based applications designed exclusively for law enforcement/public safety agencies. This patented and proprietary technology is specifically designed to de-escalate high-risk vehicle events and prevent unnecessary injury, property damage, and/or loss of life. With 10 years of proven results in the field, StarChase is currently used in 30 states at various agency levels (local, county, state), numerous countries world-wide, and is directly attributable to saving countless lives.

StarChase's main de-escalation product is the ***"Guardian-VX" Vehicle Mounted Launcher***. (Product information sheets attached to this request.)

888.824.8722 |

StarChase
REDUCE RISK. SAVE LIVES. PROTECT COMMUNITIES.

VEHICLE MOUNTED GPS LAUNCHER



StarChase provides force multiplying solutions that empower law enforcement, mitigate risk and protect communities.

This completely autonomous system launches a tracking tag that adheres to the back of a suspect's vehicle, negating the need for a pursuit. ***The tag is not lethal and does not damage its target in any way (tag velocity = 27 mph or 34 fps).*** Once applied, the officer immediately disengages, and the tag's internal tracker provides dispatchers real-time location and speed information. Event data is securely stored by StarChase and may be used for evidentiary purposes. StarChase utilizes cloud-based applications and agency data is stored at an AWS GovCloud Certified facility.

MEMORANDUM

Upon successful deployment, data conclusively shows that most suspects slow to within 10mph of the posted speed limit inside of 2 minutes. This slow-down of events, allows for a proper threat assessment, better decision-making, and the appropriate allocation of resources to apprehend suspects in a more controlled environment.

StarChase's technology does not require an officer to ever be placed in front of a suspect's vehicle or alter its dynamics in any way. Deploying this solution requires no physical engagement and is exponentially safer to all parties (directly or indirectly involved). Over 10,000 successful deployments of StarChase tags have resulted in the recovery of \$150M+/assets and 2,000+ auto-thefts, with an unprecedented apprehension rate of 85%.

StarChase's technology was specifically created as a **de-escalation tool** and inherently built for limited short-term use, under exigent circumstances (tag has an 8-10 hr. battery life). This innovative solution is NIJ Certified and endorsed by the ACLU and there have been zero injuries or deaths associated with it. StarChase provides on-site installation, customized (train the trainer), operator, and dispatch training.

This technology plays a pivotal role in an agency's policy-shaping and use of force continuum, resulting in the safest possible outcome for officer's, suspects, and the public at large. The unmitigated risks associated with pursuits are almost incalculable. Risk management fiscal assessments suggest; fewer high-risk events predictably lead to lower liability insurance premiums and civil litigation claims.

DHPD is recommending a three-(3) year service agreement for this program to set a baseline for viability as well as realize favorable pricing.

The fiscal impact to the department is summarized as follows (and is detailed in the attached Quote #1322):

Total cost for three-(3) year service agreement: \$57,887.75

Covers five-(5) vehicles with full warranty

Cost per 12 months: \$19,295.82

It is fully anticipated that Grant opportunities will be solicited in each FY to underwrite this program as a risk mitigation tool for the Department.

MEMORANDUM

The Department attempted to obtain competing bids for equipment and services. Through independent market research, it was determined that there are no other vendors for this service, therefore, the Department will request the use of a sole source vendor to procure this equipment/service.

IT is also requested that due to the nature of the equipment and law enforcement sensitivity, the Department requests consideration of this request in a closed session with the details of this program sequestered until such time that revelation of this program does not impact program effectiveness.

This effort was included in the yearly budget plan and can be funded as detailed in the FY 23-24 Fiscal Plan.

If you have any questions as to the equipment/service or this budget submission, please contact Paul Vanderplow, Director, Support Service at (313) 719-1972 or via email at pdvanderplow@dearbornheightsmi.gov.



Quote# 1322
Valid Until: Sep 30, 2023

Date: Aug 7, 2023 10:59 AM

Sales Representative: Dan Hoffman
Phone: 931-266-0718
Email: dhoffman@starchase.com

Bill/Ship To:

Kevin Swope
MI - Dearborn Heights Police Department
25637 Michigan Ave.
Dearborn Heights, Michigan 48125

Product Code	Product Name	Qty.	MSRP Unit Price	Extended Price	Total
22B-SC-VML-BL	GUARDIAN - VX VML (1) Vehicle Mounted Launcher System - Black, (1) Interior Console, (1) Remote Key Fob and 24 Month Manufacturer Warranty.	5	\$ 5,990.00	\$ 5,990.00	\$ 29,950.00
22B-SC-TSP-T3	GUARDIAN - VX Total Solution Package: 36 Months Unlimited Subscription GPS Live Tracking Projectiles, CoreView Mapping, Data and User Access. Note: Annual Base Rate = \$1,320.00	5	\$ 3,960.00	\$ 3,960.00	\$ 19,800.00
22B-SC-INSTALL	GUARDIAN - VX Vehicle Installation Per Unit (INCONUS).	4	\$ 702.00	\$ 702.00	\$ 2,808.00
22B-SC-TRAIN	GUARDIAN - VX On-Site Dispatch and Operator Train the Trainer Module, (1) Shot Box 12 included (INCONUS).	1	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
22B-SC-WARR-12-YR3	GUARDIAN - VX 12 Month Extended Warranty - Year 3	5	\$ 327.75	\$ 327.75	\$ 1,638.75
SHP	Shipping	1		\$ 191.00	\$ 191.00

Customer Name: _____

Signature: _____

PO Number: _____

DATE: _____

Grand Total: \$ 57,887.75

Special Notes

4 installations to be completed by StarChase, 1 installation to be completed by Dearborn Heights upon certification.

Article 1

PRICING AND ORDERING

1.1 Pricing. 1.1.1 Products. Customer pricing is set forth in ABOVE QUOTE.

1.1.2 Services. Prices for additional engineering/installation services other than these needed to install or operate Pursuit Management Equipment and/or other equipment and accessories supplied pursuant to this Agreement are established under this Agreement on an hourly basis at the then current rates. The rates currently in effect are shown in ABOVE QUOTE.

1.1.3 Maintenance. If applicable, StarChase shall provide, for an additional fee, extended maintenance for any equipment purchased from the Agreement for the duration of this Agreement and any renewal hereunder. Maintenance contracts or agreements shall be agreed to on a case by case basis and shall be between StarChase and the using Customer. The specific terms, conditions and pricing for such maintenance shall be agreed to by the parties, and to the greatest extent possible, shall be based upon the pricing set forth in this Agreement. All maintenance contracts must be under StarChase's direct supervision. The Customer will establish with StarChase a maintenance agreement for installation and removal, as well as preventive maintenance and repairs, for equipment.

1.2 Purchase Orders. Customer shall purchase only those Products set forth on Orders duly issued by an authorized representative of Customer's corporate Purchasing Department. Each Order shall, at a minimum, specify the following information for each Product listed thereon:

- (1) the SKU number and Product name;
- (2) the quantity ordered;
- (3) the total purchase price;
- (4) shipping instructions;
- (5) delivery destination with one or more points of contact clearly marked "to the attention of:" (the "Delivery Destination"); and
- (6) the required delivery date for the Product at the Delivery Destination (the "Delivery Date"). Purchase Orders shall be submitted to Seller in writing and may be sent electronically, by facsimile, or by mail. Scanned electronic delivery is the preferred method.

1.3 Acceptance. Unless Customer is notified to the contrary in writing within fifteen (15) days following the day StarChase's financial department received an Order from Customer, StarChase will be deemed to have accepted the Order for generally available Products and/or Maintenance Services. StarChase agrees that it will not unreasonably refuse acceptance of any Order issued by Customer pursuant to this Agreement. Each Order will be deemed to be incorporated as part of this Agreement upon Customer's issuance thereof. However, any pre-printed terms and conditions set forth on the Order or any other document submitted by Customer will be null and void, unless previously negotiated and mutually accepted in writing between StarChase and Customer.

Article 2

SHIPMENT AND DELIVERY

2.1 Packing. Unless otherwise agreed in writing by the Parties, all Products shall be prepared, marked (bar coded where possible), and packed for shipment in accordance with StarChase's standard packing procedures.

2.2 Shipping. Customer will be responsible for all transportation charges for the Products. StarChase will not make partial shipment of individual components of Products without prior approval from Customer. In the absence of shipping instructions, StarChase shall select a carrier.

2.3 Delivery and Risk of Loss. StarChase shall comply with any reasonable special shipping instructions provided by Buyer. Unless otherwise agreed in writing, delivery under this Agreement shall be complete upon transfer of possession to a common carrier, FOB Virginia Beach, Virginia, whereupon all risk of loss, damage or destruction of the Products or other items delivered to Customer under this Agreement shall pass to Customer.

Article 3

ACCEPTANCE BY CUSTOMER

3.1 In General. Unless the parties have previously agreed upon alternative acceptance criteria for the Products, as specified in writing and set forth in the applicable Order, Products delivered to Customer will be subject to the acceptance procedure set forth in this Article 3. The provisions of this Article 3 will also apply to all replacement Products.

3.2 If StarChase Installs. Acceptance of Products that StarChase is responsible to install shall occur upon the following:

- (1) completion of StarChase's standard installation procedures that demonstrate conformance to StarChase's applicable publicly available written specifications in effect at the time of delivery; and
- (2) successful demonstration that the Products meet StarChase's written specifications, if any, as mutually agreed upon by the parties in writing prior to the time of Order.

3.3 If Customer Installs. With respect to Products which are Customer's responsibility to install, Customer will have a period of fifteen (15) days from receipt by Customer to test such Products to assure that they

- (1) successfully operate in conformance to StarChase's applicable publicly available installation and operation specifications in effect at the time of delivery; and
 - (2) successfully demonstrate that they meet Customer's written specifications, if any, as mutually agreed upon by the parties in writing prior to the time of the Order.
- Unless StarChase has been notified by Customer that such Products do not conform to such specifications, such Products will be deemed to have been accepted by Customer at the end of such fifteen (15) day time period.

3.4 Adjustments and Replacements. Upon written notification of a Product's nonconformance, StarChase will, at its expense, promptly adjust, repair or replace the Product(s) as required so that they can be accepted in accordance with the provisions of this Article 5.

Article 4

BILLING AND PAYMENT

4.1 Billing. StarChase shall invoice Customer for all Products at the time of shipment. StarChase shall issue a separate invoice for each Order containing the following information ("Invoice(s)"):

- (1) the description and quantity of Products ordered;
- (2) the quantity of Products shipped;
- (3) the Delivery Destination and day/date confirming product delivery;
- (4) the Purchase Order number;
- (5) the Purchase Price for each Product;
- (6) the total Purchase Price for the Purchase Order; and
- (7) any applicable taxes, Freight Charges, and applicable discounts.

All Invoices, bills of lading, and freight bills for the Products shall be delivered to Customer at the "Bill To" address shall be shown on the face of Customer's Purchase Order.

4.2 Payment. Subject to the terms and conditions contained herein, Customer will remit payment of the Purchase Price due hereunder, less any applicable discounts or offsets, for each Conforming Product within thirty (30) days of Customer's receipt of the Invoice therefore. All invoiced amounts shall be subject to a two percent (2%) early payment discount for all payments remitted by Customer within fifteen (15) days of Customer's receipt of such invoice. All fees paid are not refundable unless expressly stated otherwise.

4.3 Late Payment. Any payment which is past due and caused by reasons attributable to Customer will be subject to a monthly charge at the rate of one and one half percent (1.5%) per month of the amount due or the maximum rate permitted by law, whichever is lower.

Article 5

OBLIGATIONS OF CUSTOMER

Customer agrees that it has a duty to become familiar with the operational and technical requirements set forth by StarChase and to advise, and hereby warrants that it has advised, StarChase of any requirements, including, Internet access, data storage, installation requirements outside the normal scope, installation change orders, modifications, alterations, special construction or any other requirement necessary to provide delivery, implementation and operation of such StarChase equipment and/or services, or other items to achieve optimal performance. Customer further agrees that, for all such equipment and/or services provided by StarChase, it has made StarChase aware of any modifications or alterations needed, and StarChase agrees to provide all such equipment and/or services for the prices submitted to Customer in the Agreement. If Customer identifies any unforeseen discrepancy that impairs the performance of the Pursuit Management equipment and/or accessories any amendments/change orders to rectify the impairment must be specifically authorized by StarChase in writing.

Article 6

LIMITED WARRANTY

6.1 Limited Warranty. StarChase hereby represents and warrants that: (a) it is authorized:

- (1) to sell the StarChase Hardware and Third Party Hardware; and
- (2) license the StarChase Software, third party software embedded in the StarChase Software and StarChase Hardware and Third Party Software and Hardware to Customer;
- (b) unless otherwise agreed to in an Order, all StarChase Hardware and Third Party Hardware will be:
 - (1) of genuine and authentic manufacture; and
 - (2) new and unused (but may contain some remanufactured components that will operate as new);
- (c) all Maintenance Services, including Maintenance Updates and Software Upgrades that may be provided as a component software Maintenance Services furnished by StarChase will be performed in a professional manner by qualified personnel;
- (d) StarChase Hardware will be free from manufacturing defects and will be in good operating condition in accordance with StarChase's publicly available written specifications in effect at the time of delivery during StarChase's one year warranty period for the StarChase Hardware; and
- (e) StarChase Software (exclusive of Maintenance Updates and Software Upgrades, which are provided as components of applicable Maintenance Services) will perform in accordance with StarChase's publicly available specifications in effect at the time of Delivery during StarChase's one year warranty period. The warranty periods specified in (d) and (e) above will commence on the date of installation of the StarChase Hardware and StarChase Software as applicable. However, if upon installation the StarChase Hardware and/or StarChase Software is not performing in accordance with StarChase's publicly available written specifications or the mutually agreed upon specific acceptance criteria, if any, the warranty periods specified in (d) and (e) above will be extended for the period of time it takes StarChase (or authorized contractor) to make the necessary adjustments, repairs or replacements. StarChase will, at its sole option, cost and expense, promptly adjust, repair or replace the Products that do not conform to the warranties specified herein or re-perform Maintenance Services as required to satisfy the warranties specified herein.

The level of warranty services to be provided by StarChase pursuant to (d) and (e) above are specified in the Support Services Addendum and/or above. If after a reasonable number of attempts, StarChase is unable to make Product adjustments, repair or replacements, or corrections to the Maintenance Services as required to satisfy the warranties specified herein, StarChase shall refund the amount paid by Customer for the non-conforming Products (including refund of installation charges, if any) in exchange for their return at StarChase's expense or, in the case of Maintenance Services, refund the amount Customer paid StarChase for the portion of the non-conforming Maintenance Service. In the event the operation of a Third Party Product provided hereunder by StarChase, impacts the StarChase Hardware and/or StarChase Software to the extent that such StarChase Hardware and/or StarChase Software fail to satisfy their respective warranties specified above, StarChase's obligations (including that of refund) and Customer's remedies specified immediately above shall apply. The foregoing is StarChase's sole and exclusive liability and obligation regarding any Products or Maintenance Services provided under this Agreement that do not conform to their respective warranties.

6.2 Extended Warranty. If applicable, Customer may purchase StarChase's Annual Post Warranty Service described in the Support Services Addendum after the initial warranty period for StarChase Products and/or upgrade the level of warranty services for StarChase Products in accordance with the service offerings specified in the Support Services Addendum.

6.3 Third Party Products. All Third Party Products are subject to the third party's warranty provisions copies of which will be provided to Customer by StarChase. Notwithstanding the warranties specified in this Article 6 for Third Party Hardware, StarChase will pass through to Customer, as between Customer and the third party, the benefit of any third party warranty provisions applicable to Third Party Products and such warranty provisions are hereby passed through by StarChase for the benefit of Customer. Third Party Software that is licensed by StarChase. At Customer's option, Customer may engage StarChase for support of such Third Party Software licensed by StarChase to Customer in accordance with terms, conditions and charges mutually agreed upon in writing by the authorized representatives of both parties.

6.4 Replacement Parts. Any replacement StarChase Hardware or part provided by StarChase as part of its warranty service will be comparable in function and performance to the replaced original StarChase Hardware or part and is warranted for the remainder of the replaced original StarChase Hardware or part limited warranty period, or for ninety (90) days, whichever is greater. Whenever Customer is responsible to install replacement StarChase Hardware or parts, Customer will promptly return the replaced StarChase Hardware or part which will become the property of StarChase on an exchange basis. StarChase is responsible for the shipping and insurance charges associated with the replacement and replaced StarChase Hardware and parts shipped to and from Customer as part of StarChase's limited warranty service.

6.5 Restrictions on Warranty. This express warranty is extended by StarChase to the original purchaser only. The limited warranties set forth in this Article 10 do not apply to problems to the extent that they arise from

- (1) a product subject to misuse, accident, neglect or damage;
- (2) interoperation with third party products which are not recommended or approved by StarChase;
- (3) improper installation or modification by other than StarChase, its agents or subcontractors;
- (4) use of StarChase Products in an environment or in a manner or for a purpose for which the StarChase Products were not designed; or
- (5) Customer's failure to implement all previously supplied software or physical hardware Updates.

6.6 Batteries; Charging Systems. Batteries and charging systems, are excluded from this warranty but carry their own separate limited Mfg. warranty.

6.7 Operation of Warranty. In order to obtain performance of this warranty, Customer must contact its StarChase Manufacturer Representative or StarChase at the contact information above, support@starchase.com. Should any returns be initiated, a Return Merchandise Authorization (RMA) number must be clearly marked on the returned merchandise shipping container.

6.8 Disclaimer. STARCHASE DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6.8, STARCHASE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE STARCHASE PRODUCTS, MAINTENANCE SERVICES OR OTHER STARCHASE SERVICES. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6.8, STARCHASE DOES NOT MAKE, AND DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THIRD PARTY PRODUCTS. STARCHASE MAKES NO OTHER WARRANTIES WITH RESPECT TO STARCHASE PRODUCTS, MAINTENANCE SERVICES OTHER STARCHASE SERVICES OR THIRD PARTY PRODUCTS INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY COURSE OF DEALING, PERFORMANCE, OR USAGE OF TRADE.

Article 7

INDEMNIFICATION

7.1 Intellectual Property Claims. With respect to StarChase Products, StarChase hereby agrees to indemnify, defend (with counsel satisfactory to Customer) and hold Customer harmless from and against any third party claim, suit, action or proceeding that the StarChase Products infringe any patent, copyright, trade secrets or other proprietary right, and pay all amounts agreed upon in settlement, costs, expenses (including attorney's fees) and the resulting judgments and damages finally awarded against Customer by a court of competent jurisdiction. In connection with StarChase's indemnification obligation pursuant to this paragraph, Customer shall provide StarChase with

- (1) prompt notification in writing of such claim,
- (2) sole control over the defense and settlement thereof, and
- (3) reasonable cooperation, at StarChase's expense, in response to a StarChase request for assistance.

Customer shall be entitled to participate in the defense of any such claim at its own expense including its attorney's fees for which StarChase will not be responsible.

7.2 Remedies. In the event that Customer is enjoined, or is otherwise prohibited, from using StarChase Products, as a result of or in connection with any such claim, suit, action or proceeding, or should StarChase Products become or in StarChase's opinion likely to become, the subject of such a claim, suit, action or proceeding, StarChase shall, at its option and expense,

- (1) modify StarChase Products so that they become noninfringing and non-violative, without diminishing the usefulness of StarChase Products to Customer;
- (2) replace StarChase Products with products that are noninfringing and nonviolative, and that are at least as useful to Customer as StarChase Products;
- (3) procure for Customer the right to make continued use thereof; or
- (4) if neither (1), (2) or (3) can be accomplished on commercially reasonable terms, request the return of the StarChase Products at StarChase's expense and upon receipt, promptly refund to Customer as appropriate, the license fee for StarChase Software less a reasonable amount for past usage, or a pro rata amount of the purchase price for the returned StarChase's Products, taking into account the useful life and depreciated value of the StarChase Hardware as determined by Customer in accordance with its normal accounting practices (e.g., three (3), four (4) or five (5) years as applicable).

7.3 Limitations. StarChase shall have no liability to the extent the alleged infringement is based on:

- (1) the use of StarChase Products in combination with third party products not furnished by StarChase or not recommended or approved in writing by an authorized representative of StarChase;
- (2) StarChase Products used for a purpose or in a manner for which the StarChase Product was not designed;
- (3) use of any older version of the StarChase Software when use of a newer StarChase revision made available and known to Customer would have avoided the infringement;

- (4) any modification to the StarChase Product not made by StarChase or made without StarChase's written approval;
- (5) any unique custom StarChase software made by StarChase pursuant to Customer's specific instruction; or
- (6) any intellectual property right owned or licensed by Customer.

THE PROVISIONS OF THIS ARTICLE 7 STATE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND STARCHASE'S ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS WITH RESPECT TO STARCHASE PRODUCTS.

7.4 Mutual. Each party hereby agrees to indemnify and hold the other ("Indemnified Party") harmless from and against any and all damages, losses, judgments, settlement amounts, costs and expenses (including attorney's fees) that the Indemnified Party may suffer or incur that arise out of, are in connection with, or result from bodily injury (including death), personal injury or damage to tangible property to the extent that such damage or injury are caused by, arise out of, are connected with or result from its acts, negligence or willful misconduct or that of its employees, agents, or subcontractors. In connection with each party's indemnification obligations pursuant to this paragraph, the Indemnified Party shall provide the other party with

- (1) prompt notification in writing of the claim;
- (2) sole control over the defense and settlement thereof; and
- (3) reasonable cooperation, at the other party expense, in response to the other party's request for assistance.

7.5 Third Parties. StarChase hereby passes through to Customer the benefits of any indemnification from the third party (e.g., patent; copyright, trade secret or other proprietary rights infringement indemnification) with respect to third party software embedded in the StarChase Software and StarChase Hardware and Third Party Products to the extent such indemnification may be passed through to Customer.

Article 8

FORCE MAJEURE

8.1 General. StarChase shall not be liable for delays or lack of performance if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of StarChase. The Customer shall not be liable for any breach of Agreement if the breach arises out of causes beyond the control and without the fault or negligence of the Customer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the state and federal governments in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of StarChase or the Customer.

8.2 Subcontractors. If the failure to perform is caused by the default of a subcontractor, and such default arises out of causes beyond the control of both StarChase and subcontractor, and without the fault or negligence of either of them, StarChase shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit StarChase to meet the required delivery schedule.

Article 9

DISPUTE RESOLUTION

Mindful of the cost in time, energy and money of resolving a dispute by litigation, the parties agree that the sole and exclusive procedure for the resolution of a dispute shall be as follows:

9.1 Informal Negotiation. The parties shall attempt in good faith to resolve promptly any dispute not resolved in the regular course of business by informal negotiations between senior representatives of the parties having direct responsibility within their respective organizations for the administration of this Agreement.

9.2 Formal Negotiation. In the event that such informal negotiations do not result in resolution of the dispute, either party may initiate further negotiations by delivery to the other of a written notice. Within ten (10) days following the receipt of any such notice, the recipient party shall deliver to the initiating party a written response of the notice. Each such notice and response shall include the party's description of the dispute (including any suggestions for the resolution of the dispute), and designation of a senior representative who will represent the party in further negotiations, who shall have authority to resolve the dispute on behalf of such party. The designated representatives shall meet on at least one occasion (and may meet as often as they deem necessary), at a mutually acceptable time and place, and attempt in good faith to resolve the dispute.

9.3 Arbitration. In the event that, within thirty (30) days following the initial written notice described in Section 9.2, the formal negotiation has not produced a resolution of the dispute, either party may submit the dispute to be resolved by arbitration by one arbitrator ("Arbitrator") in accordance with the rules of the American Arbitration Association, applicable law and the provisions of this Agreement. StarChase shall have the sole discretion to appoint the Arbitrator; provided, however, that the Arbitrator

- (1) shall not be a current or former employee of the parties;
- (2) shall have sufficient expertise in the subject matter of the dispute; and
- (3) shall not receive any payments from the parties except in accordance with the provisions of this Article 9.

The Arbitrator shall not in any event award punitive or exemplary damages, but may award equitable relief and arbitration costs. The Arbitrator's decisions shall be final and conclusively binding on the parties, and judgment upon such award may be entered in any court of competent jurisdiction as set forth in Section 6.5 of the Master Agreement. Any arbitration of a dispute shall be held in Virginia Beach, Virginia.

9.4 Specific Enforceability. The parties may prevent violations or enforce the provisions of this Agreement through any and all rights and remedies existing in their favor, whether at law or in equity, including specific performance and injunctive relief. The parties agree that the subject matter of this Agreement is unique and that money damages may not be an adequate remedy for any violation of the provisions of this Agreement and that, notwithstanding this Article 14, any party may apply to any court of law or equity, which is of competent jurisdiction as set forth in Section 6.5 of the Master Agreement, for equitable relief and shall be entitled to specific performance or other equitable relief to enforce or prevent any violations of this Agreement.

9.5 Injunctive Relief. Customer acknowledges that, in the event of a breach or threatened breach by Customer of any of the provisions of this Agreement, StarChase will not have an adequate remedy in money or damages. StarChase shall therefore be entitled to obtain injunctive relief against any such breach or threatened breach by Customer in any court of competent jurisdiction. StarChase's rights hereunder shall not in any way be construed to limit or restrict its right to seek or obtain other damages or relief under this Agreement or under applicable law.

9.6 Cumulative Remedies. No right or remedy in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to a party at law or in equity; and the exercise by a party of any one or more of such remedies shall not preclude the simultaneous or later exercise by a party of any or all such other remedies.

9.7 Attorney's Fees. The reasonably prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in any dispute arising out of this Agreement, including at trial and on appeal, and including reasonable attorneys' fees and costs incurred in any action brought solely to recover attorneys' fees and costs to which it is entitled pursuant to this paragraph.

Approved for the Agenda of:	
10/24/2023	Motion No.

11.A.



City Council

Bill Bazzi
Mayor

TO: Honorable Mayor Bill Bazzi

Honorable City Council Members

FROM: Dave Abdallah

DATE:

RE: Council Chair Abdallah - Extension of the Temporary Food Uses and Licenses at Specific Locations Resolution

Your approval is requested to extend the the Temporary Food Uses and Licenses at Specific Locations Resolution for an additional period of 180 days.

Thank you for your consideration.

Attachments:

1. Temporary Food Uses and Licenses Resolution Extension

EXTENSION

Resolution Regarding City Council Approval of Process for Temporary Food Uses and Licenses at Specific Locations

Resolution/Motion No. _____

At a regular meeting of the City of Dearborn Heights City Council held on October 11, 2022, the following resolution was offered:

WHEREAS, the City Council previously adopted Motion 22-095 and Motion 22-424 regarding food trucks and the proposed Food Truck Ordinance;

WHEREAS, Motion 22-095 referred matters regarding food trucks and the proposed Food Truck Ordinance to a Study Session;

WHEREAS, Motion 22-095 also directed the Administration to take all actions necessary for the City Council to temporarily approve specific limited food truck uses on a temporary basis pursuant to City Code Section 36-254(e); stated that the City Council's temporary approval of specific, limited food truck uses on a temporary basis shall not be deemed to be permanent approval of such food truck uses; and further stated that such City Council temporary approvals shall lapse pursuant to the temporary approval process with the process no longer being used upon the adoption of a Food Truck Ordinance;

WHEREAS, it became apparent at the Study Session that Motion 22-095 did not fully address all of the complexities related to these matters and also did not fully address the City Council's concerns regarding food trucks and other temporary food uses at specific locations;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Dearborn Heights adopts this Resolution Regarding City Council Approval of Process for Temporary Food Uses and Licenses at Specific Locations (hereafter "Resolution") and establishes the following process for City Council approval of temporary food uses and transient merchant business licenses at specific locations within the City:

I. Generally

A. An applicant successfully completing this process will be granted temporary permission for a period of ~~forty five (45) days~~ **one-hundred and eighty (180) days** to engage in the approved temporary food use at the approved specific location in the City of Dearborn Heights (hereafter "City"). Further, the successful applicant will also be given a transient merchant business license to engage in the approved temporary food use at the approved specific location in the City.

B. To qualify to use this process, the temporary food use has to be a food truck, a food tent, or a food cart.

C. To qualify to use this process, the applicant must either (A) be the owner or legal occupant of the specific location who has the authority to decide whether the use can take place at the location or (B) have the written permission of the owner or legal occupant of the location who has such authority.

D. To successfully complete this process, the applicant must first obtain preliminary, conditional approval of the proposed use from the City's Department of Building and Engineering (hereafter

“Building Department”) pursuant to City Code Section 36-254(e) as more fully described below. Such preliminary, conditional approval is conditioned upon the applicant receiving the remaining, required approvals in the process set forth in this Resolution.

E. To successfully complete this process, the applicant must then obtain preliminary, conditional approval of a proposed transient merchant business license from the City Clerk’s Office (hereafter “City Clerk”) pursuant to City Code Chapter 8, Article I. as more fully described below. Such preliminary, conditional approval is conditioned upon the applicant receiving the remaining, required approval in the process set forth in this Resolution.

F. To successfully complete this process, the applicant must then obtain final approval from the City Council as more fully described below.

II. Building Department Preliminary, Conditional Approval

A. Prior to obtaining preliminary, conditional approval of the proposed use from the Building Department pursuant to City Code Section 36-254(e), the applicant must (A) submit to the Building Department all documents and/or things required by the Building Department for it to evaluate the proposed use pursuant to City Code Section 36-254(e); (B) pay the required, non-refundable fee of one hundred forty (\$140.00) for the Building Department’s consideration of the proposed use; and (C) post the required performance bond of five hundred (\$500) to assure proper clean-up pursuant to City Code Section 36-254(e)(l)d.

B. The Building Department shall evaluate the proposed use pursuant to City Code Section 36-254(e). The Building Department shall conditionally approve the proposed use if it meets the requirements of the City Code Section 36-254(e) and all other requirements of law. Otherwise, the Building Department shall not conditionally approve the proposed use.

III. City Clerk Preliminary, Conditional Approval

A. Prior to obtaining preliminary, conditional approval of the proposed transient merchant business license from the City Clerk pursuant to City Code Chapter 8, Article I., the applicant must (A) submit to the City Clerk all documents and/or things required by the City Clerk for her to evaluate the proposed transient merchant business license pursuant to City Code Chapter 8, Article I. and (B) pay the required, non-refundable fee of one hundred fifty (\$150.00) for the City Clerk’s consideration of the proposed license.

B. The City Clerk shall evaluate the proposed transient merchant business license pursuant to City Code Chapter 8, Article I. The City Clerk shall conditionally approve the proposed license if it meets the requirements of City Code Chapter 8, Article I, and all other requirements of law. Otherwise, the City Clerk shall not conditionally approve the proposed license.

IV. City Council Final Approval

A. Provided the applicant’s proposed use and proposed transient merchant business license have received preliminary, conditional approvals respectively from the Building Department and the City Clerk, then the proposed use and proposed transient merchant business license shall be submitted to the City Council for its final approval. No additional fee shall be paid by the applicant for the City Council’s consideration of the requested use and the requested license.

B. The City Council shall evaluate the proposed use pursuant to City Code Section 36-254(e) and the proposed transient merchant business license pursuant to City Code Chapter 8, Article I. The City Council shall approve the proposed use if it meets the requirements of City Code Section 36-254(e) and all other requirements of law. The City Council shall approve the proposed license if it meets the requirements of City Code Chapter 8, Article I. and all other requirements of law. Otherwise, if the proposed use or the proposed license fails to meet any such requirements, then City Council shall not approve the proposed use or the proposed license.

C. If the City Council approves both the proposed use and the proposed license, then the Building Department and the City Clerk shall promptly issue appropriate documents to the applicant showing that the use and the license were approved.

V. Disposition of Performance Bond

A. If the applicant withdraws its application for the proposed use or the proposed license at any point prior to the City Council's final approval of the proposed use and the proposed license, then the performance bond required pursuant to City Code Section 36-254(e)(1)d. shall be promptly refunded to the applicant.

B. If the City Council does not approve the proposed use or the proposed license, then the performance bond required pursuant to City Code Section 36-254(e)(1)d. shall be promptly refunded to the applicant.

C. If the performance bond does not need to be used to assure proper clean-up, then the performance bond shall be promptly refunded to the applicant after the use and the license have expired and after the Building Department has confirmed that the bond does not need to be used to assure proper clean-up.

D. If the performance bond does need to be used to assure proper clean-up, then the performance bond shall be used only to the extent necessary to assure proper clean-up. Any remaining portion the performance bond that does not need to be used to assure proper clean-up shall be promptly refunded to the applicant after the following conditions have been met: (1) the use and the license have expired; (2) the Building Department has assured proper clean-up has occurred; and (3) the Building Department has confirmed that the proper clean-up has been paid for.

BE IT FURTHER RESOLVED that the process set forth in this Resolution for City Council approval of temporary food uses at specific locations in the City shall no longer apply upon the adoption and publication of a Food Truck Ordinance.

CERTIFICATION

I hereby certify that the foregoing is a true and correct copy of this resolution accepted and approved by the Council for the City of Dearborn Heights at a regular meeting of the Council held on the 24th day of October, 2023.

Date: October ____, 2023.

Lynne M. Senia, City Clerk

Approved for the Agenda of:	
10/24/2023	Motion No.

11.B.



Mayor's Office

Bill Bazzi
Mayor

TO: Honorable Mayor Bill Bazzi
Honorable City Council Members

FROM: Ali Dib, City Engineer

DATE: October 18, 2023

RE: City Engineer Dib - Second Reading of Proposed Ordinance H-23-03 - Sections 36-64 - Taylor Dearborn Heights Gateway Overlay District

Attached for your review and second reading is the proposed Taylor Dearborn Heights Gateway Overlay District.

The Planning Commission approved by unanimous vote the attached Taylor Dearborn Heights Gateway Overlay District at the March 9, 2023 meeting. The Building Department does not feel that it is in the City's best interest to delay any longer with this project. The Overlay District will be a great improvement to the Van Born area of Dearborn Heights. Please approve the attached second reading.

Attachments:

1. Van Born Overlay

ARTICLE ____
TDHG-TAYLOR-DEARBORN HEIGHTS
GATEWAY OVERLAY DISTRICT

ARTICLE II. - DEFINITIONS:

Insert in Section 36-37. – Definitions alphabetically where appropriate

Beam: Part of traditional storefront design, this horizontal band may be capped with a decorative string or belt course, and the beam is often the location of store advertising. This area usually measures between twenty-four to forty inches (24"-40") tall.

Bulkhead: Part of traditional storefront design, this short, often decorative wall, extends typically eighteen to twenty-four inches (18"-24") above the sidewalk. The bulkhead protects the display window from damage from snow storage and debris from the sidewalk.

Display Window: Large panes of transparent glass that sit on top of the storefront bulkhead, typically measuring between six and ten feet (6'-10') tall.

Outdoor Dining, active: Outdoor active dining areas shall have either table service or an exterior pedestrian pick-up area with tables and chairs, landscaping, and shade-structures that is designed for diners.

Three-Part Building Design: An architectural design technique, often used for buildings over two stories tall, intended to give taller buildings more human scale with significant architectural detailing in the pedestrian realm. This approach utilizes richly detailed base element often including a decorative ground-floor storefront; a body element with less architectural detailing; and a cap design element that often includes a decorative cornice that offers a visual termination to the structure.

Traditional and Natural Materials: Materials consisting of clay bricks (full or thin set, if thin set, corners must have full brick appearance), stone, manufactured stone, or ceramic tile.

Transom: Horizontal band of windows located above the display window, often measuring between twenty-four and thirty-six inches (24"-36") tall. Not all traditional storefronts include transom windows in their designs. Transom windows located over the entrance door may provide natural ventilation by tilting in or hinging outwards.

Section 36-51. – Zoning Districts

(12) GO, Taylor Dearborn Heights Gateway Overlay District.

Section 36-64. – GO, Taylor Dearborn Heights Gateway Overlay District.

Intent. The Taylor Dearborn Heights Gateway Overlay District is intended to create a uniform set of land use regulations along the Taylor-Dearborn Heights border that will lead to development in both communities that supports a pedestrian-orientated district with enhanced design requirements, which will improve the visual character of the Van Born Gateway corridor during the next twenty years. Each use shall be complimentary to the stated function and purpose of the district and shall not have adverse impacts upon adjacent street capacity and safety, utilities,

and other city services. The Taylor Dearborn Heights Gateway overlay district is hereby created with the following purposes:

1. To enhance the appearance of the Cities by introducing site and building design requirements that will enhance the character of the Gateway overlay district.
2. To support economic development within the Gateway overlay district by improving the overall sense of place.
3. To create a positive impression of the Cities and to provide an attractive introduction to the communities.
4. To protect the public health, safety, and welfare of the residents of the Cities through coordinated land use regulations.
5. To improve the vehicular and pedestrian safety of the Cities residents and visitors through land use regulations and physical improvements.
6. To provide a mechanism for retrofitting previously developed sites in conformance with these regulations through incentives.
7. To improve sustainability through increased landscaping that break-up large areas of impervious surfaces, provide shade, control noise and dust, buffer and screen incompatible land uses, and promote a safe environment with an overall pleasant appearance and that facilitate internal circulation.
8. To maximize retention of existing trees, shrubs, and other natural and environmentally sensitive areas which are deemed a valuable resource.
9. To ensure a coordinated effort between the Cities of Taylor and Dearborn Heights through adoption of the same regulations and procedures within the Gateway overlay district.

Section 36-93. Table of permitted uses by district.

Key to Symbols		NAICS Code (\$4.01B)	Zoning Districts												Use Standards
P	Principal Use		R1	RM	MHP	CX	C1	C2	C3	O	MX	M1	M2	GO	
S	Special Use														
A	Accessory Use														
	Prohibited Use														
RESIDENTIAL USES															
Accessory dwelling			S	S		P	A	A	A	A					36-141
Community garage or carport				A											
Home occupations listed in Section 36-143B			A	A	A	A								A	36-143
Home occupations not listed in Section			S	S	S	S								S	36-143

36-143B														
Maintenance and/or management buildings			A	A										
Mobile home parks				P										36-145
Multiple-family dwellings		S	P		P								P	36-146, 36-108
Senior citizen housing		S	P	S	S	S	S	S	S				P	36-148
Single-family detached dwellings		P	P											36-148
State-licensed residential facilities (seven or more residents)			S											35-150
State-licensed residential facilities (six or fewer residents)		P	P		S									36-150
Two-family dwellings		S	P		S									36-149
OFFICE, SERVICE, AND COMMERCIAL USES														
Adult education facilities (non-profit)		S	S	S	S	S	S	S	S					
Athletic or community centers (non-profit)		S	S	S	S	S	S	P	S	S	S	S	S	
Amusement arcades					S	S	S	P	S	S	S	S	P	36-161
Automobile dealerships							S	S	S	P	P	P	SLU	36-162 36-169
Automobile detailing shop							S	P		P	P	P	P	36-162 36-169
Automobile liveries and rental						S	P	P	P	P	P	P	P	36-162 36-169
Automotive repair garage, major repair							S	P		P	P	P		36-184
Automotive repair garage,					S	S	P	P		P	P	P		36-184

minor repair														
Banks and financial institutions					P	P	P	P	P	P			P, Drive-thru S	
Bakeries, retail	311811				P	P	P	P		P	P	P	P	36-171
Bed-and-breakfast inns		S	S		S									36-142
Big box retail stores (larger than 50,000 square feet)							S	P		S	S	S	S	36-164
Boarding house; lodging house			S		S									36-142 (F)—(K)
Bus stations					S		P	P		P	S	S	S	
Car wash						S	S	P		P	P	P		36-181
Catering or banquet halls					S	S	P	P		P	P	P	S	36-165
Cemeteries (excluding crematories)		S	S			S	S	S		S	S	S		36-211
Child care center			S		S	P	S	S	P	S				36-166
Churches and other places of worship		S	S		S	S	S	S	S	S	S	S	P	36-212
Crematories										S	S	S		
Drive-in business							S	S		S	S	S		36-182
Drive-through business					A		S	S		S	S	S	S	36-183
Dry cleaning plant							S	S		S	S	S		
Dry cleaning shop, no plant on premises					P	P	P	P	S	P			P	
Funeral homes or mortuaries (excluding crematories)						S	P	P		S	S	S		36-168
Gas station						S	S	S		S	S	S	S	36-184
Gas station with convenience store							S	S		S	S	S	S	36-184
Gas station with carry-out or fast-food							S	S	S	S	S	S		36-184

restaurant														
Hospitals		S	S		S	S	S	S	S	S	S	S		36-215
Hotels or motels					S		P	P	S	S	S	S		36-215
Laundromat (non-industrial)					S		P	P		P	P	P	P	36-144
Medical and dental offices		S	S		P	P	P	P	P	S	S	S	P	
Nurseries, tree and shrub; commercial greenhouses							S	S		S	P	P		36-167 36-169
Nursing homes			S		S		S	S	S	S	S	S		36-147
Open-air sales, excluding vehicles					S	S	S	S	S	S	S	S		36-169
Pawnshops or pawn brokers							S	S		S	S	S		
Personal care services, except tattoo parlors	8121				P	P	P	P	S	S			P	36-172
Private clubs; fraternal organizations; lodge halls					P	P	P	P	S	S	S	S	P	
Private parks and golf courses		S	S	S	S	S	S	S	S	S	S	S		36-213 36-214
Private recreation establishment, indoor					S	S	P	P	S	P	S		S	36-216
Private recreation establishment, outdoor						S	P	P		S	S			36-217
Professional offices					P	P	P	P	P	P			P	
Public buildings and uses, except public utility buildings		P	P	P	P	P	P	P	P	P	S	S	P	
Public utility buildings		S	S	S	S	S	P	P	S	P	P	P		36-218
Public, private, or parochial schools or colleges (non-		P	P			S	S	S	S				S	

profit)														
Restaurants, other than drive-in or drive-through					P	P	P	P	P	P	S	S	P	36-163 36-170
Retail uses not otherwise specified					P	P	P	S	S	S	A	A	P	36-191
Service station						S	S	S		S	S	S	S	36-184
Specialty construction trades	238						S	P		P	P	P		Outdoor storage is a separate use
Specialty schools, for-profit	6114—6117				P	P	P	P	P	S				
Tattoo parlors							S	S		S	S	S	S	
Theaters or assembly halls					S		P	P		S	S	S	S	36-219
Veterinary clinics							P	P		S	S	S	P	36-173
Wholesale sales							S	P		P	P	P		
INDUSTRIAL, RESEARCH, AND LABORATORY USES														
Alcoholic beverage manufacturing and bottling	31212 31213 31214									S		S		36-193
Apparel manufacturing	315									S	S	P		
Bulk fuel dealers	45431											S		36-192
Building services (pest control, janitorial, carpet cleaning)	5617						S	S		S	P	P		36-193
Cement, concrete, lime, and gypsum manufacturing	3273 3274									S	S	S		36-193
Chemical manufacturing	3251									S	S	S		36-193
Computer and electronic product manufacturing	334								A	P	P	P		
Cosmetics and	32562									S	P	P		

toiletries manufacturing														
Electrical equipment, appliance, and component manufacturing	335									S	S	P		
Fabricated metal product manufacturing	332									S	S	P		Excludes NAICS 3321 and 3327
Food manufacturing (except canning and meat processing)	311									S	P	P		Excludes NAICS 3116, 3117, and 31142
Forging and stamping	3321									S		S		36-193
Fruit and vegetable canning	31142									S		S		
Furniture and related product manufacturing	337									S	S	P		
Heavy truck repair garage										S	S	S		36-184
Junkyard; scrap yard										S		S		36-194
Leather and allied product manufacturing (except tanning)	316									S	S	P		
Linen and uniform supply; industrial laundries	81233									S	S	P		
Machine shops	33271									S	S	P		36-193
Machinery & equipment repair & maintenance (non-automotive)	8113									S	S	P		36-193
Machinery manufacturing	333									S		S		36-193
Medical and diagnostic	6215								S	P	P	P	P	

laboratories														
Miscellaneous manufacturing	339									S	P	P		
Motor vehicle manufacturing	3361 3362							P		P	P	P		36-193
Motor vehicle parts manufacturing (excluding tires)	3363									P	P	P		36-193
Motor vehicle towing	48841									S	S	P		
Outdoor storage of materials, or equipment, or vehicles							S	S		S	S	S		36-195
Paper products manufacturing (except conversion from scrap)	322									S		P		36-193
Petroleum bulk stations and terminals	42471									S		S		36-192 36-198
Pharmaceutical and medicine manufacturing	3254									S	P	P		
Plastics product manufacturing	3261									S	P	P		36-193
Primary metal manufacturing (includes smelting)	331									S		S		36-193
Printing, engraving, and bookbinding	323						S	S		S	P	P		36-193
Rubber product manufacturing (including tires)	3262									S		S		36-193
Scientific research and development services	5417								S	P	P	P	P	
Self-storage facilities; mini-warehouse facilities	531130						S	S		S	P	S		36-197
Soft drink	31211									S	P	P		

manufacturing and bottling													
Solid waste (non-hazardous) combustors and incinerators	562213									S		S	36-193
Tobacco product manufacturing	31222									S	P	P	
Tool-and-die shops; screw, nut, and bolt manufacturing	33272									S	S	P	
Truck stop	447190									S	S	S	36-184
Truck terminals	488490									S	S	S	36-198
Warehousing and storage, except bulk petroleum storage	493									P	P	P	36-192
Wood product manufacturing	321									S		S	36-193
OTHER USES													
Adult regulated uses										S		S	36-231
Essential services		S	S	S	S	S	S	S	S	S	S	S	36-271
Kennels, public/private kennels							S	S		S	S	P	36-232
Off-street parking		A	A	A	A	A	A	A	A	A	A	A	Article 9.00
Private swimming pool		P	A	S									36-217
Radio and television studios					S		P	P	S	P	P	P	36-336
Railroad yards and terminals										S		P	
Recreational vehicle storage yard										S	S	S	36-233
Temporary construction buildings		S	S	S	S	S	S	S	S	S	S	S	36-235
Wireless						P	P	P		P	P	P	36-336

communications facilities														
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(Ord. No. H-07-01, § 4.03, 7-24-07; Ord. No. H-10-07, § IIB, 11-23-10; Ord. No. H-16-01, § 1A, 10-11-16; Ord. No. H-19-01, § 1, 1-22-19)

Section 36-119. - GO, Taylor Dearborn Heights Gateway Overlay District Supplemental Standards.

- (a) *Scope.* The requirements of this chapter shall apply to all lands that are designated within the TDBH Gateway district as shown on the City of Dearborn Heights Zoning Map.

The provisions and restrictions of this chapter shall apply in addition to the provisions of the underlying zoning districts shown on the official zoning map, and sufficient to fulfill the purposes of this chapter. Uses and regulations otherwise applicable in existing zoning shall not be allowed unless also permitted and developed in accordance with the following.

- (b) *Applicability.* During project approval, the Administrative Review Committee or the Planning Commission, as applicable, may determine that a practical difficulty exists preventing the applicant from complying with all of the requirements outlined in this article. The site plan approval will govern which requirements shall apply.

(1) *New Construction.*

- a. All new construction where new structures are proposed shall comply with all of the requirements outlined within the TDBH Gateway overlay district chapter.
- b. All new additions that measure greater than 2,500 square feet shall comply with all of the requirements outlined within the TDBH Gateway overlay district chapter, where feasible.

(2) *Remodeling, Renovation, and Reoccupancy.*

- a. All remodeling/renovation/change of use/tenant/occupancy projects shall comply with all of the requirements outlined within the TDBH Gateway overlay district chapter that do not require relocation of the building.
- b. All reoccupancy projects shall comply with all of the TDBH Gateway requirements, where feasible as determined during administrative review.

- (3) *Maintenance and Regular Repair.* All maintenance and regular repair of existing sites and buildings are exempt from the requirement of the TDBH Gateway overlay district.

- (c) *Review Procedures.* To support the expeditious review of proposed projects within the Gateway Overlay District, all projects that are as-a-right and do not require special land use approval may be reviewed and approved by the City's Administrative Review Committee. All other projects shall require Planning Commission review.

- (1) *Administrative Review.* The Administrative Review Committee as described in Section 36-493.b. shall complete the review and provide a written letter or email stating approval or denial of the application.

(2) *Planning Commission Review.*

- a. *Special Land Uses.* All applications that require Special Land Use approval shall be reviewed by the Planning Commission
- b. *Denial by Administrative Review Committee.* If denied by the Administrative Review Committee, applicant may appeal for a review by the Planning

Commission at a public hearing. The Review Committee shall submit a written report to the Planning Commission ten days prior to the date of the public hearing. Planning Commission may approve, modify, or disapprove of the plan. If denied by the Planning Commission, the applicant may appeal the Planning Commission decision to the Zoning Board of Appeals.

- (3) *Relief from TDBH Gateway district requirements.* In instances where the requirements described within this section cannot be met due to site constraints and/or unique issues generated by the proposed use, the Administrative Review Committee and/or Planning Commission may modify the requirements found in this section and approve alternative designs that meet the design intent of this section. Prior to approval, the applicant shall provide to the review body a written description as to how the proposed deviations shall meet the intent of the provisions that are being requested to receive relief from, and the review body shall accept, modify, or reject the proposed deviations.

(d) *Site Design Requirements.*

(1) *Siting.*

- a. *Location.* To promote good proportional spatial definition within the TDBH Gateway overlay district, all new front building walls shall be located within the eight-foot front setback area, unless allowed to be setback due to a design provision within this article. Existing buildings, structures, and foundations that are not at the end of their useful life or scheduled for demolition may be provided with an exemption from this setback requirement at the discretion of the reviewing entity.
- b. *Corner Lots.* For buildings on corner lots with two front yards, the buildings shall meet the setback requirements along both frontages.
- c. *Service Areas.* All service areas including loading docks, mechanical equipment, and refuse storage areas shall be located in the rear yards and not visible from the right-of-way when possible.
- d. *Setbacks.* All commercial front yards shall have a maximum of an eight-foot (8') setback and all side lot setbacks adjoining other commercial uses shall be eliminated unless the adjoining use is residential in nature where the existing requirements shall apply.

(2) *Building Entrances.*

- a. *Orientation.* To encourage pedestrian movement and accessibility within the district, all buildings shall front onto the Van Born Road right-of-way and all main building entrances shall be orientated towards Van Born Road sidewalk and not orientated toward the site's parking areas. Entrances located at corners of buildings shall satisfy this requirement.
- b. *Entrance Prominence.* To heighten the prominence of building entrances, architectural embellishments are encouraged to be employed around the main building entrances including but not limited to columns, engaged columns, decorative lighting fixtures, awnings, pediments, use of accent materials, etc. Entrances may be recessed to provide a transition from the public realm at the sidewalk to the private interior.
- c. *Entrance Spacing.* Entrances on large single-use retail structures shall be spaced no less than every two hundred and fifty feet (250') while multi-tenant buildings shall be spaced at a maximum of a public entrance every one hundred feet (100').
- d. *Pedestrian-Orientated Signage.* Projecting pedestrian-orientated decorative signage, with a sign area measuring less than six (6) square feet, shall be permitted at primary building entrances and will not count towards wall signage area maximum or number of signs. In the case of multiple tenant buildings,

one additional projecting pedestrian-orientated decorative sign shall be permitted at each tenant's main pedestrian entrance that opens directly onto any public sidewalk or interior circulation sidewalk.

- e. *Secondary Entrances.* To ease pedestrian movements, non-primary entrances shall be allowed from rear parking lots. If the location of secondary entrance signage is not visible from any adjacent right-of-way, additional wall signs measuring up to one quarter of the total allowable frontage wall signage may be installed adjacent to the secondary entrances to assist with pedestrian orientation.

(3) *Pedestrian Enhancements.*

- a. *Pedestrian Connectivity:* To improve pedestrian safety and limit pedestrians crossing vehicular traffic in parking lots, direct protected access shall be provided from the public sidewalk along all property boundaries to main building entrances or other reasonable configurations.
- b. *Interior Circulation.* All interior sidewalks shall connect with the main entrance connections, where possible.
- c. *Inter-Site Connectivity:* Inter-connectivity of interior pedestrian walkways is desired between adjacent parcels/uses and should be coordinated to the greatest extent possible. Interconnectivity will be evaluated during the review of the site's circulation plan. Use of colored pavement and/or differing textures are techniques that may be deployed to denote interior pedestrian walkways.
- d. *Amenities.* The provision of pedestrian amenities including benches, tables, gazebos, public art, decorative pedestrian lighting, gardens, and other enhancements are encouraged.
- e. *Granting of easements for development of Ecorse Creek Greenway Pathway and for provision of nonmotorized connections to pathway.* Obtaining public access along the Ecorse Creek and development of the Ecorse Creek Greenway Pathway is a desired public goal. All parcels that extend from the Van Born Road right-of-way through to the Ecorse Creek are eligible for parking space requirement reductions. All parcels that provide public easements along Ecorse Creek for pathway development are eligible to receive parking space minimum requirement reductions of up to ten percent. For properties that provide nonmotorized pathway connections to the pathway from the Van Born Road public sidewalk are eligible for an additional five percent (5%) reduction.

(4) *Outdoor Dining.*

- a. *Location.* To encourage the construction of outdoor dining spaces that enliven the district, buildings may be additionally setback for the creation of areas designated for active outdoor dining only. Setbacks of up to sixteen feet (16') from front property line for one hundred percent (100%) of the building's frontage, or up to twenty-six feet (26') for a zero-lot line building that creates a recessed dining area for up to fifty percent (50%) of the building frontage, may be permitted.
- b. *Buffering:* To provide visual buffering from parking lots and roadways, outdoor dining areas shall be decoratively screened from transportation areas with opaque vegetation measuring four feet tall in planters, beds, or a combination of decorative ornamental fencing with a hedgerow, decorative masonry walls of less than four feet in height, or other means.
- c. *Shading:* For dining areas that face south and/or west, provision of shade is necessary for diner comfort and shall be provided for in the outdoor dining areas through the use of canopy shade trees, trellises, tensile shade

structures, table umbrellas, awnings, or other means acceptable to the review body. At least 35 percent of the total outdoor dining area shall be shaded by the approved structures or landscaping.

- d. *Separation.* In addition to the transportation buffering requirement, architectural or landscape features including decorative fences, railings, low masonry walls (less than four feet in height), planters, or decorative planter beds shall be used to separate dining areas from all walkways, plazas, or building entrances.

- (5) *Protection of the Natural Environment.* Existing natural and environmentally sensitive areas, such as streams, drains, ponds, wetlands, and woodlands shall be maintained and enhanced through incorporation of pedestrian linkages and park-like settings on the entire site, to the greatest extent possible. If any alteration is planned in the existing natural and environmentally sensitive areas, those changes shall be indicated on the plan.

(e) *Architectural Design Requirements.*

(1) *Building Materials.*

- a. *Facades and Street-facing Elevations.* To enhance the aesthetic appearance of the district, traditional and natural materials shall comprise a minimum of 75% of all facades and street-facing elevations. Decorative accent materials (wood, vinyl, fiber cement siding, stucco, and other similar quality materials) shall make up no more than 20% of the façade and street-facing elevations. Trim materials (window decorations, cornices, and the like) shall comprise no more than 5% percent of the façade or elevation. Trim materials may be made of metal, EFIS, or other durable materials.
- b. *Side and rear elevations.* Traditional and natural materials shall be required for 50% of all side and rear elevations. Decorative accent materials shall be permitted on up to 45% of the elevation surfaces. Trim materials shall comprise no more than 5% of elevation surfaces.
- c. *Basements or Foundations.* The use of decorative concrete block, including split-face or scored block; decorative precast concrete or stamped concrete formed in-place, or real or manufactured stone shall be required.
- d. *Color and Finishing.*
 - 1. Neutral earth-tone colors shall be required for all primary façade and decorative accent materials.
 - 2. Painting of traditional and natural materials on all elevations shall be prohibited.
 - 3. All decorative accent and trim materials shall be painted or finished using colors that are harmonious with other colors used on the building.

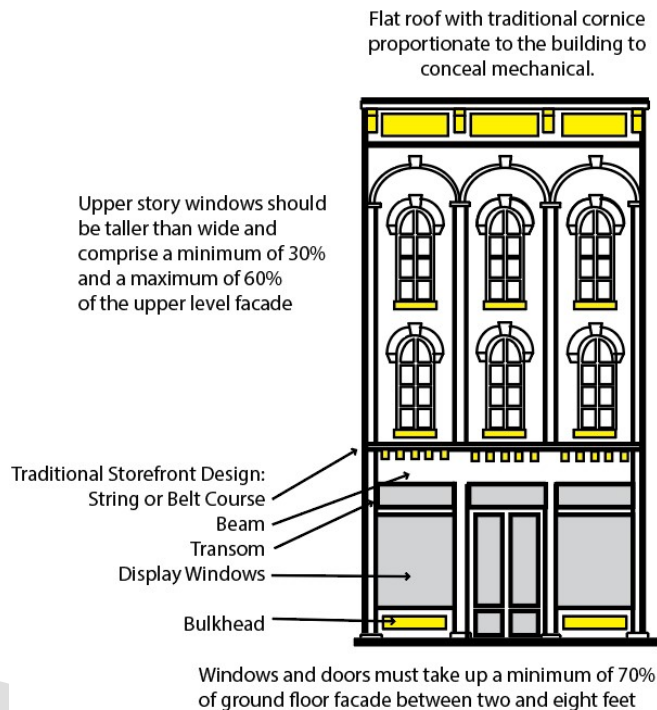
- (2) *Horizontal Wall Planes.* To assist in breaking up long undifferentiated horizontal wall surfaces, the use of decorative vertical elements shall be required to meet the following requirements for all facades or street-facing elevations.

- a. *Wall planes measuring between 100 and 200 feet in length.* Vertical design treatments shall be provided that divide the horizontal wall surface into vertical design bays of 50 feet or less. These elements may be articulated by changes in primary wall materials, accent materials, piers, pilasters, other architectural elements, and roofing elements that create varying vertical bays that provide differentiation across the entire building elevation.
- b. *Wall planes measuring over 200 feet in length.* To provide further differentiation on longer horizontal wall surfaces, setbacks or bump-outs including decorative piers, pilasters, or other decorative treatments, extending at least 18 inches from the predominate horizontal plane, shall be employed to provide additional

horizontal differentiation. These treatments shall be used at a minimum, once every 100 lineal feet of wall.

- (3) **Architectural Detailing.** Long monotonous facades, including but not limited to, those characterized by unrelieved repetition of shape or form, or by unbroken extensions of a line are discouraged. To enhance the visual interest of the pedestrian realm, building design of all primary structures is encouraged to include:

- a. **Fenestration.** The arrangement of windows and doors are an important architectural element that provides visual interest for pedestrians while reducing the scale and massing of buildings. Storefront windows on the ground



floor shall not be required to include any decorative architectural detailing besides meeting the transparency requirement found in 36-119.e.4; however, use of traditional storefront window design is encouraged. This design technique includes the use of decorative bulkhead, display window, transom, and beam elements. Use of quoins, divided lites, shutters, and other features are encouraged for upper-level windows. Upper story windows should utilize traditional proportions and balance of height over width with

window frames inserted into the wall surface in a traditional manner, not mounted flush with the wall.

- b. **String and Belt Courses.** To break up the verticality of taller buildings, the use of horizontal decorative string and belt courses are encouraged.
- c. **Three-Part Building Design.** For buildings over two stories in height, the use of three-part building design is encouraged. This approach features a decorative base element, body component, and cap element that reinforces the sense of human scale and massing while enhancing the overall pedestrian realm.
- d. **Awnings and Canopies.** To break up the massing of the structure and to assist in user orientation, awnings and canopy structures should be utilized to add visual character and differentiation to wall surfaces.
- e. **Entrance Prominence.** To call attention to building entrances, the use of wall setbacks, expression of structural elements, specialized seating areas, increased architectural detailing, and other design elements, is encouraged.
- f. **Roof Design.** To provide additional visual character to buildings, use of decorative roof elements including hipped, gable ends, and pitched decorative roofs are encouraged.
1. Decorative towers and cupolas may be used as additional roof design elements. These elements may exceed the district's overall height

maximum, if they are less than ten (10) percent of the square feet of the main structure or 425 square feet, whichever is less.

2. Gables shall have a minimum depth of twelve (12) feet and parapet walls that about a corner shall extend around to the side elevation to a minimum depth of twelve (12) feet.
3. All decorative roof elements should be proportional to the building design, mass, and form, and roof appurtenances, such as dormers, roof monitors, light wells, and mechanical vents should receive decorative detailing including the use of gables, hipped, or shed designs so that these structures should appear as functional elements, not just aesthetic conceits.

(4) Windows and Doors

- a. Transparency: On commercial buildings, no less than seventy (70) percent of the ground-floor façade between two (2) and eight (8) feet in height shall be clear glass storefront glazing and doorways designed for retail and consumer uses. For office, service, institutional, and other nonretail uses, a minimum of fifty (50) percent of the ground floor façade shall be clear glass storefront glazing or doorway uses.
- b. Depth of Window Opening. Required window areas shall be either windows that allow views into retail space, working areas or lobbies, pedestrian entrances, or display windows set into the wall. Windows shall not be blocked with opaque materials, walls, or the back of shelving units.
- c. Window Requirements Above First Floor. Window openings above the first story shall comprise a minimum of thirty percent (30%) and a maximum of sixty percent (60%) of the total façade area.
- d. Security Gates. Exterior solid metal security gates or solid roll-down metal doors shall be prohibited. Link or grill type security devices shall be permitted only if installed on the interior of the window openings.
- e. Clear Glazing. First floor windows shall be glazed with clear glass without any tinting while windows located above the first floor may be tinted.

(5) Encroachments.

- a. Architectural Elements including awnings, canopies, and perpendicular pedestrian-scaled signs, may encroach up to 5 feet into the public rights-of-way as long as eight feet (8') of clear room is maintained over all walkways and a Wayne County Right-of-Way permit is obtained, if necessary.
 1. Awnings shall be permitted if positioned immediately above the ground floor windows area of the storefronts. Awnings shall be affixed directly to the building face, and poles or columns are not permitted.
 2. All awnings shall be constructed of durable materials such as canvas or similar material, as opposed to metal, plastic, or rigid fiberglass. High-gloss or plasticized awnings are prohibited.
 3. Internally illuminated awnings or awnings lit from the underside are prohibited. Lighting shall be from fixtures located above the awning with the illumination directed downward.
- b. Balconies on upper floors may encroach up to eight feet into the public right-of-way as long as they are setback five feet from the outside curb line of the active roadway and a Wayne County Right-of-Way permit is obtained, if necessary.

(6) *Height.* Single story shall measure at least twenty (20) feet tall and two-story buildings shall measure at least twenty-four feet (24') tall at the top of the roof or cornice line.

(7) *Drive throughs and drive-up uses.*

- a. These uses shall be prohibited along all street frontages.
 - b. Drive-through windows and ordering kiosks shall be set-back at least thirty (30) feet from the front lot line.
- (8) *Roof-Mounted Equipment*. All roof-mounted HVAC equipment and other mechanical equipment shall be opaquely screened from the ground and all adjacent properties by architectural detailing including parapet walls and decorative roof elements that are part of the building's overall design.
- (f) *Site Landscaping*.
 - (1) *Foundation Plantings*. To soften the appearance of the building and to reduce stormwater run-off, foundation planting beds shall be planted along all non-façade elevations, where feasible. These plantings should emphasize softening the large expanses of building walls length and height while providing accents to building entrances and architectural features.
 - a. Foundation planting beds shall measure at a minimum of five feet (5') in depth.
 - b. Landscaping shall meet the requirements found within Section 36-393.b.1.a.
 - (2) *Canopy Shade Trees*. To lessen the impact of unshaded hard surfaces on climate and stormwater and to increase the City's tree canopy, canopy shade trees shall be required:
 - a. Private Drives: Canopy shade trees shall be planted on each side of private drives with one (1) tree per forty (40) lineal feet of drive frontage, where feasible.
 - b. Parking Lot Perimeters: Canopy shade trees shall be planted on the perimeter of all parking lots on forty-foot (40') centers, where more than fifteen feet (15') exists between buildings and the edge of the parking lot and/or when seven feet (7') exists between the surface of the parking lot and other adjacent paved surfaces including sidewalks and adjoining parking areas.
 - c. *Industrial Uses*. Parking Lot Perimeter Landscaping requirements shall apply to the loading and vehicle storage areas.
 - (3) *Open Space Plantings*. For each three thousand square feet of open space that is not utilized for buildings, stormwater control, or parking lots, shall be planted with one canopy tree, five decorative trees or shrubs, and 20 ornamental grasses or perennials. These plantings may be bunched together for enhanced visual affect.
 - (4) *Buffering*.
 - a. *Residential Uses*. All adjacent residential uses shall be buffered from adjoining commercial or industrial uses by a five (5) foot wide buffer strip with a six (6) foot tall masonry wall and row of six (6) foot tall evergreen trees planted on ten (10) foot centers or an eight (8) foot wide buffer strip with six (6) foot tall opaque fence and row of six (6) foot tall evergreen trees planted on six (6) foot centers. The wall shall be placed on the interior side of the buffer strip.
 - b. *Adjacent Unshared Parking Lots*. Where parking lots are not shared between properties, a filtering buffer strip of eight (8) feet wide shall be planted with evergreen trees planted on ten (10) foot centers. This requirement shall be waived if shared parking agreements exist between adjacent properties/uses.
 - (5) *Screening*.
 - a. *Use of living landscape versus hardscape screening materials*. Living landscape may be substituted for all required hardscape features (walls, fences), as long as opacity of the living landscape provides year-round screening.
 - b. *Size and Height*. All screening materials (both hard and living) shall be tall enough to adequately conceal the object to be screened.
- (g) *Lighting*.

- (1) *Light Intrusion and Glare.* All direct or directly reflected light shall be confined to the development site with measured light not exceeding 1 foot-candle at all commercial property lines and 0.1 foot-candles at all residentially zoned or used property lines.
 - (2) *Intensity.* Parking lots and building entrances shall not exceed an average maintained five (5) footcandles in intensity in any location while under canopy lighting at automobile filling stations shall not exceed an average maintained fifteen (15) footcandles in any location.
 - (3) *Dark-Sky Friendly.* All lighting shall meet the International Dark-Sky Association's Fixture Seal of Approval or similar standard that minimizes glare, sky glow, and short-wavelength blue-rich white light.
 - (4) *Continuous Brightness.* There shall be no lighting of a blinking, flashing, or fluttering nature, including changes in light intensity, brightness, or color.
 - (5) *Pedestrian and Landscape Lighting.* The use of decorative pedestrian and landscape lighting is encouraged along all pedestrian walkways.
 - (6) *Decorative Lighting.* The use of decorative and architectural accent lighting is encouraged that enhances the aesthetic appearance of the building.
- (h) *Parking.*
- (1) *Location.* This accessory use shall be located behind all structures, where possible. If this location is not feasible, parking uses may be permitted in the required front and/or side yard as long as the use is setback five feet from the front property line and screened per Section 36.392.f.1.
 - (2) *Bicycle Parking.* All commercial, industrial, and multi-family uses shall provide a minimum of five bicycle parking spaces near the main building entrance. For sites that require more than 25 car parking spaces, one (1) additional bicycle parking space shall be provided for each additional twenty (20) required parking spaces.
 - (3) *Interior Walkways.* For parking lots with more than 100 parking stalls, interior parking walkways shall be provided within the parking lots that provide protected direct access to the main building entrance and improve sight lines for both the pedestrians and motorists.
 - (4) *Driveway Design.* Parking drives shall be no wider than twenty-four (24) feet for two lanes of traffic and fifteen (15) feet for single-lane driveways. For more highly trafficked locations, the review body may allow additional lanes and other modifications during the site plan review process.
 - (5) *Turn Radii.* The maximum turning radii of all driveway corners and intersections shall be 25 feet, but radii ranging between 15 feet and 20 feet are recommended.
 - (6) The review body may reduce the required number of off-street parking spaces by up to fifteen (15) percent during the course of site plan review for provision of suggested design features. Additional consideration of five percent reduction may be given for:
 - a. Type of land use/development
 - b. Hours of operation
 - c. Pedestrian traffic and accessibility
 - d. Provision of shared parking
 - e. Availability of other public parking
 - f. Elimination of existing curb cuts.
 - (7) *Schedule of Parking.* The following parking schedule shall apply for the land uses described in the following table within the TDBH Gateway overlay district.

Van Born Road Overlay District Parking Table

Land Use	Minimum Parking Requirements	
Residential	Minimum Spaces Required	Notes
<i>Assisted Living Facilities and Group Homes (adult foster care)</i>	1 per 4 residents AND 1 per employee	
<i>Hotel/Motel</i>	0.74 per unit	
<i>Manufactured Home Parks</i>	2.33 per unit plus 1 per employee	
<i>Multiple-Family Dwellings</i>	1.2 per dwelling unit	
<i>Nursing Homes</i>	1 per 3 beds	
<i>Single-Family, Attached, Detached & Two-Family Dwellings</i>	2 per unit, required parking may be in garage	
<i>Senior Citizen Housing, Independent</i>	0.61 per unit	
<i>Senior Citizen Housing, Assisted</i>	1 per 3 residents AND 0.81 per employee	
Medical		Comments
<i>Hospital</i>	3.74 per bed	
<i>Medical Clinic</i>	3.89 per 1,000 SF	
<i>Veterinary Hospital/Clinic</i>	1 per 400 SF usable floor area AND 2 per employee	
Recreational	Recommendation	Comments
<i>Par 3 Golf Course</i>	3 per hole*	*does not include spaces required for other uses
<i>Par 4 or Greater Golf Course</i>	8 per hole	
<i>Miniature Golf Course</i>	2 per hole AND 1 per employee	
<i>Roller Skating Rinks, Pool and Billiards Rooms</i>	5.8 per 1,000 SF GFA	
<i>Bowling Alleys</i>	max (1 per 3 persons, 1 per 200 SF usable floor area)*	*capacity based on State Fire Marshal maximum
<i>Athletic Clubs, Health Studios</i>	1 per 200 SF usable floor area	
Retail, Office & Service	Recommendation	Comments
<i>Automobile/Machinery Sales</i>	0.5 per 200 SF GFA	
<i>Furniture</i>	0.5 per 1,000 SF GFA	
<i>Hardware, Appliance</i>	0.5 per 1,000 SF GFA	

<i>Service Station</i>	1 per fueling station AND 1 per employee AND 2 per service bay AND 1 per 200 SF usable floor area	
<i>Restaurant Bar/Lounge</i>	0.84 per 3 seats OR 0.45 per 50 SF GFA	
<i>Drive-Thru & Indoor Eating</i>	1 per 3 seats	
<i>Drive-Thru No Indoor Eating</i>	1 per 100 SF GFA plus 5 stacking spaces per window	
<i>Supermarket, Convenience Store, Self-Service Food Store</i>	1 per 300 SF GFA	
<i>Other Retail</i>	1 per 250 SF usable floor area	
<i>Shopping Center 60,000 SF or less</i>	2 per 1,000 SF GFA	
<i>Shopping Center greater than 60,000 SF</i>	2 per 1,000 SF GFA	
<i>Banks, Financial Institution</i>	1 per 250 SF usable floor area AND 2 per ATM AND 4 stacking spaces per window	
<i>Barber Shop, Beauty Parlor</i>	3 per chair for first two chairs AND 1.5 per additional chair	
<i>Vehicle Service/Repair</i>	2 per 1,000 SF GFA	
<i>Quick Oil Change</i>	7 per 1,380 SF GFA	
<i>Offices</i>	7 per 1,380 SF GFA	*General Office Building
Industrial	Recommendation	Comments
<i>Industrial</i>	1 per 400 SF GFA	
<i>Manufacturing</i>	1 per 1,000 SF GFA	
<i>Warehouses, Wholesale Stores</i>	1 per 2,500 SF GFA	
<i>Research & Development Center</i>	2.58 per 1,000 SF GFA	
Institutional	Recommendation	Comments
<i>Religious Institution</i>	0.22 per seat OR 0.5 per attendee OR 19.25 per 1,000 SF GFA	
<i>Non-School Auditorium, Theater, Assembly Hall</i>	1 per 3 seats OR per 6 LF bench	
<i>Day Care, Child Care, Nursery School, or School of Special Education</i>	0.24 per student plus drop-off lane/area with capacity/stacking of four cars	
<i>Elementary School</i>	1 per 7 students	
<i>Middle School</i>	1 per 10 students	
<i>High Schools</i>	1 per 4 students	
<i>College/University</i>	1 per 3 students	
<i>Libraries</i>	1 per 350 SF usable floor area	

- (i) *Signage.* The signage regulations of the TDBH Gateway overlay district shall be in addition to those found in Chapter 26. In order to provide visual unity between the cities of Dearborn Heights and Taylor and to limit blight and visual clutter caused by poor sign design and location placement, the following regulations shall apply to commercial and industrial uses located within the TDBH Gateway overlay district.

(1) *Ground-mounted Signs.*

- a. *Location.* Monument/ground-mounted signs shall be permitted to be placed within two feet (2') of the front property line.
- b. *Size.* The maximum size of a single-tenant sign shall be thirty-two square feet (32 sq ft) per face with a maximum area of fifty square feet (50 sq ft) for multi-tenant signs.
- c. *Height.* Single-tenant signs shall not exceed eight feet (8') in height and multi-tenant signs shall not exceed ten feet (10') in height, as measured from the sidewalk or grade.

(2) *Wall-signs.*

- a. *Size.* The maximum size of a single tenant wall sign shall be fifty square feet (50 sq ft). Multi-tenant buildings may have one (1) wall sign per tenant having individual means of public access.
- b. *Height.* The top of a wall sign shall not be taller than 12 feet (12') in height, as measured from the sidewalk or grade.

(3) *Projecting pedestrian-orientated signage.*

- a. *Location.* Projecting pedestrian-orientated signage may be located at all primary and secondary pedestrian entrances. Signs and mounting brackets shall not extend more than five feet (5') from the surface of the building wall plane.
- b. *Size.* Each sign shall not exceed six square feet (6 sq. ft.) in overall sign face size.
- c. *Height.* Projecting pedestrian-orientated signage shall provide at least eighty-four inches (84") of clearance between the sidewalk surface and the underside of the projecting sign.
- d. *Number.* Projecting pedestrian-orientated signs shall not count towards either ground-mounted or wall sign area calculations.

(4) *Prohibited Signs.*

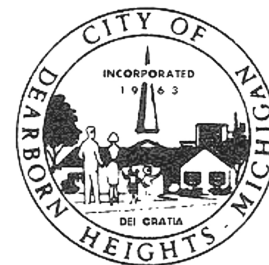
- a. *Murals.*
- b. *Neon signs.*
- c. *Electronic reader boards/changeable message signs.* These electronic signs shall not be permitted.
- d. *Window Signs.* Both interior and exterior applied or painted window signs shall not be permitted.

BUSINESS LICENSE RENEWAL APPLICATION

NO. BL-22-000012541

City of Dearborn Heights

6045 Fenton, Dearborn Heights, MI 48127
(313)791-3430



THE FOLLOWING LICENSE(S):

CABARET A-COUNCIL APPROVAL 50.00

BUSINESS

VAN BORN TAVERN AND GRILL
22426 VAN BORN
DEARBORN HEIGHTS, MI 48125

13-A

Approved for
the Agenda of:

10-24-23

TOTAL **\$50.00**

CURRENT LICENSE EXPIRES ON: **December 13, 2023**

You may renew your license by mail by returning this form prior to the expiration date with your check or money order in the amount indicated above payable to the City of Dearborn Heights. Do not send cash! If you renew more than 7 days late you will be assessed a penalty fee in the amount of 25% of your total license fee.


City Clerk

- ☒ At the present time, you are current on both personal property taxes and water, therefore your license is renewable
- ☐ At the present time you are delinquent on your water bill in the amount of \$ 0
and must pay this amount in full before renewing your license.
- ☐ At the present time you are delinquent on your personal property taxes in the amount of \$ 0
and must pay this amount in full before renewing your license.

THE FAILURE TO SECURE A VALID BUSINESS LICENSE IS A VIOLATION OF CHAPTER 8 OF THE CODE OF ORDINANCES AND WILL RESULT IN A CLASS D MUNICIPAL INFRACTION BEING ISSUED.

PLEASE NOTE THE LATE FEE IS 25%

DO YOU HAVE AN ALARM SYSTEM? IS YOUR INFORMATION UP TO DATE?

If you have a security alarm for your business, an alarm registration is required by City ordinance. There is no cost to register your alarm. You may call our office at (313)791-3430 to obtain a copy of the alarm registration form, or print one from the Clerk's page on the Dearborn Heights City website: clerks.dearbornheightsmi.gov

VAN BORN TAVERN AND GRILL
NICHOLAS GASTARIS
48427 JEROME DRIVE
SHELBY TOWNSHIP, MI 48315

Invoice #:	License #:	License Type:	Application Date:	Expiration Date:
00013906	BL-23-000013228	BUSINESS LICENSE	10/11/2023	12/13/2024

Fee Items	Amount
CABARET A-COUNCIL APPROVAL 50.00	\$50.00

PAID

CITY OF DEARBORN HEIGHTS

OCT 11 2023

BY _____ CK # _____

CITY OF DEARBORN HEIGHTS
 6045 FENTON
 DEARBORN HEIGHTS, MI 48127
 Phone : 313-791-3410

Received From: VAN BORN TAVERN AND GRILL
 Date: 10/11/2023 Time: 2:38:29 PM
 Posting Date: 10/11/2023
 Receipt: 1056732
 Cashier: mnfakhouri

ITEM REFERENCE	AMOUNT
BL BUSINESS LICENSING 00013906	\$50.00
TOTAL	\$50.00
CHECKS 2464	\$50.00
Total Tendered:	\$50.00
Change:	\$0.00

Billing/Invoice Date: 10/11/2023
 Total Due: \$50.00

VAN BORN TAVERN AND GRILL
 48427 JEROME DRIVE
 SHELBY TOWNSHIP, MI 48315

