



Building & Engineering Department

Bill Bazzi
Mayor

Ali Dib, P.E.
City Engineer

July 12, 2023

To: Honorable Mayor Bill Bazzi
Honorable City Council

From: Ali M. Dib P.E.
City Engineer

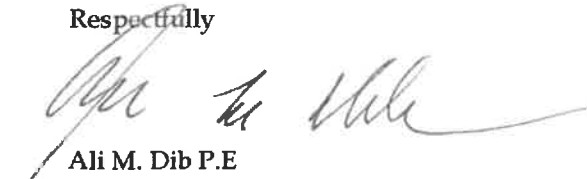
Re: Asphalt pavement street repair program contract award.

The Engineering staff of the City of Dearborn Heights solicited bids for the Asphalt Street pavement repairs program throughout the city. Most of the work this season is intended to take place at the Golfview subdivision (Golfview/Ford Road area), with other smaller Asphalt pavement repair areas located throughout the city. Four bids were received by our procurement staff. The apparent low bidder was subsequently interviewed by our Engineering staff to ascertain his understanding of our project and he was deemed qualified.

Based on the bids received, I respectfully request awarding the contract to the lowest bidder, S&J Sealer company for \$145,800.00 and authorizing an owner's reserve of an additional \$45,000 to address other smaller asphalt repairs utilizing the same low bid unit prices. The Total Not-to-Exceed project value is \$ 190,800.00. Funds will be drawn from Local streets GL 202-203-880.500. Please authorize the Mayor and the Clerk to sign the contract.

Additionally, I respectfully request that your honorable Council approve the payment per the attached scope and fee and authorize the Mayor and the Comptroller to sign the necessary warrants and the treasurer to pay accordingly.

Respectfully

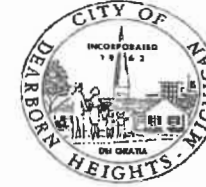


Ali M. Dib P.E.
City Engineer

CONCUR



CITY OF DEARBORN HEIGHTS



Name of Bid: RFP for Asphalt Pavement repairs at Golfview Drive

Bid Date 6/12/2023

Bidder	Bid Deposit	Bid Amount	Notes
Nagle Paving Company 39525 W 13 Mile Rd, Suite 300 Novi, MI 48377	Bid Bond \$3,000.00	\$198,900.00	4 Inch HMA in place total cost/Sq.Yard: -\$44.20/SY
			Integral Curb & Gutter Repair(As needed) -\$100/LF
			Adjustment Structures (As needed) -\$750/Vertical Foot
			Replacement Covers (As needed) -\$875/ Each
			Base Repairs (As needed) -\$45/SY@2.5" Thick
			Crushed Concrete Undercut \$47.50/Ton
Bowen Paving, Inc 1001 Cesar E.Chavez Pontiac, MI 48340	Bid Bond \$3,000.00	\$202,500.00	4 Inch HMA in place total cost/Sq.Yard: -\$45/SY=\$202,500.00
			Integral Curb & Gutter Repair(As needed) -\$85/LF
			Adjustment Structures (As needed) -\$450/Vertical Foot
			Replacement Covers (As needed) -\$950/Each
			Base Repairs (As needed) -\$24.60/SY 2.5"
S & J Sealer Co 39571 Michigan Ave Canton, MI 48188	Bid Bond \$3,000.00	\$145,800.00	4 Inch HMA in place total cost/Sq.Yard: -\$32.50/SY
			Integral Curb & Gutter Repair(As needed) -\$60/LF
			Adjustment Structures (As needed) -\$300/Vertical Foot
			Replacement Covers (As needed) -\$750/Each
			Base Repairs (As needed) -\$20/SY
Anglin Civic, LLC 13000 Newburgh Rd Livonia, MI 48150	Bid Bond \$3,000.00	\$257,260.00	4 Inch HMA in place total cost/Sq.Yard: -\$57.16/SY
			Integral Curb & Gutter Repair(As needed) -\$200/LF
			Adjustment Structures (As needed) -\$1500/Vertical Foot
			Replacement Covers (As needed) -\$2000/Each
			Base Repairs (As needed) -\$2000/SY

PLEASE SUBMIT IN DUPLICATE

All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

Make and Model: (where applicable) N/A

Bid Unit price:

Base repairs (As needed) :\$ 20.00 /SY

S & J Sealer Co. dba:

PLEASE NOTE: Marc Olds will be Project Manager
Cell 734 564-2256



Asphalt Paving Company

39571 Michigan Avenue Canton, MI 48188

Phone 734-721-4442 Fax 734-721-2006

www.SJasphalt.com

Proposal 23-333

Quoted By: Marc Olds

Date: 6/12/23

Proposal Submitted To:

City Of Dearborn Heights

Mr. Ali M. Dib P.E

6405 Fenton Street

Dearborn Heights, MI

(P)313-791-3400

adib@dearbornheightsmi.gov

Work Performed At:

Pavement Repairs at Golfview Drive

Golfview Drive & Ford Road

Dearborn Heights, MI 48127

We propose to do the following work:

Mill & Replace Asphalt 4"

Provide traffic control

Mill asphalt at 4" depth, haul millings off site to dump

Fine grade and compact existing base material

Install 2.5" compacted MDOT #4E1 asphalt leveling course

Apply SS-1H bond coat for adhesion

Install 1.5" compacted MDOT #5E1 asphalt wearing course

Clean all debris caused by our work

Area is approximately 4,500 sq yds (5 Locations Total)

Total Price For Work \$145,800.00

Unit Price - \$32.40 sq yd : Asphalt Paving to be completed in 2 phases, 1 day per phase

Day 1- Yellow Section, Day 2- Red Section (Map Attached)

Asphalt density testing included in above price

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workman like manner. With payments to be made upon completion of work. For the sum of the amount above.

X

Marc Olds
Sales

This Proposal May Be Withdrawn By Us If Not Accepted Within 14 Days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. Your are authorized to do the work as specified.

Print Name _____

Date _____

Signature _____

Signature _____





Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
S. & J. Sealer Co. dba: S & J
Asphalt Paving Company
39571 Michigan Avenue
Canton, MI 48188

SURETY:

(Name, legal status and principal place
of business)
Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

OWNER:

(Name, legal status and address)
City of Dearborn Heights
6045 Fenton

Dearborn Heights, MI 48127

BOND AMOUNT: Three Thousand and No/100--- (\$3,000.00)

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

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

PROJECT:

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

RFP for Asphalt Pavement Repairs at Golfview Drive

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

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

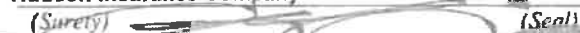
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this 5th day of June, 2023


(Witness)

S. & J. Sealer Co. dba: S & J Asphalt Paving Company
(Principal)

(Title) Jeffrey R. Gossett, President
Hudson Insurance Company

(Surety)  (Seal)

(Title) Susan L. Small, Attorney at Law

(Witness)

Int.

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BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Alan P. Chandler, Robert Trobec, Jeffrey A. Chandler, Kathleen M. Irelan, Ian J. Donald, Susan L. Small, John L. Budde
of the state of Michigan

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 3rd day of June, 20 22 at New York, New York.



Attest Dina Daskalakis
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

By Michael P. Cifone
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 3rd day of June, 20 22 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Witness the hand of the undersigned and the seal of said Company this 5th day of June, 2023

By Dina Daskalakis
Dina Daskalakis, Corporate Secretary

CITY OF DEARBORN HEIGHTS

FORM OF PROPOSAL

PLEASE SUBMIT IN DUPLICATE

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.
All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: MI

Delivery: DELIVERY OF MATERIALS INCLUDED IN BID

State Warranty on Equipment: (where applicable) NOT APPLICABLE

Make and Model: (where applicable) NOT APPLICABLE

PROPOSAL: RFP for Asphalt pavement repairs at Golfview Drive. - SEE ATTACHED

Bid Unit price:

4 inch HMA in place total cost per Square Yard : \$ 44.20 /SY

Integral Curb & Gutter repair (as needed) : \$ 100 - /LF

Adjust structures (As needed) : \$ 750 - /vertical foot

Replace covers (As needed) : \$ 875 - / Each

4EI
ASPHALT Base repairs (As needed) : \$ 45 - /SY @ 2.5" THICK

21AA CRUSHED CONCRETE UNDERCUT \$ 47.50 /TON

All questions or request of information should be submitted in writing, sent via email to City Engineer Mr. Ali M. Dib P.E to adib@dearbornheightsmi.gov

Firm Name NAGLE PAVING COMPANY Date 6/5/23

Address 39525 W. 13 MILE SUITE 300, NOVI MI 48377

Signature [Signature] Telephone 248 553-0600
(Person executing bid & official capacity)

ROB NAGLE VICE PRESIDENT

Names of Principal Officers and designate
Official capacity

N/A
If partnership or assumed name, indicate
name of owners

NAGLE

ISO 9002 CERTIFIED

NAGLE PAVING COMPANY

39525 W. 13 Mile Road, Suite 300

Novi, MI 48377

Phone (248) 553-0600 Fax (248) 553-0669

www.naglepaving.com

City of Dearborn Heights

Date 6/12/2023

Phone 313-791-3470

Cell

Email comptroller@ci.dearborn-heights.mi.us

Job Pavement Repairs at Golfview Drive

We hereby make the following proposal for asphalt paving at the above job location.

We will do all the necessary work enumerated below:

Provide traffic control and testing.

4" mill 4,500 SYD of asphalt pavement.

Overlay 4,500 SYD mill area with 2.5" of 4E1 and 1.5" of 5E1 asphalt.

Unit prices for additional work can be found on city issued proposal form attached.

4,500 SYD x \$44.20/SYD

\$198,900.00

These prices are based on above square feet. It is expressly understood that these areas are approximated. Payment shall be made only on the actual measurements. Our terms are net 10 days. Prices do not include permit, bond, or inspection costs unless otherwise stated.

Everything concerning this contract is incorporated herein and that nothing verbal shall be construed as part hereof. This contract will not be binding upon our company until checked by our engineer and countersigned by an officer. This proposal remains firm for 30 days.

This proposal does not include stability and flow testing or bond costs.

Accepted by _____

Nagle Paving Company

Rob Nagle

Rob Nagle

rnagle@naglepaving.com

ADDENDUM – 1

RFP for Asphalt Pavement Repairs at Golfview Drive

Extension of bid due date

This is to inform all bidders the due date for the above mentioned project has been extended to June 12 Monday 2023 at 3:00 p.m

Answers to Bidder Questions

1. I want to confirm I understood the instructions from the meeting properly. We are to provide a separate proposal for the 4,500 syd of 4" mill & pave and put it with the unit price proposal form from the bid docs, correct? Yes the proposal is for an in-place cost per square yard for a 2 ½" leveling and 1 ½ wearing
2. Specs say 5E1 for mix type. I assume this is for the top course. Is 4E1 acceptable for the base course? Yes
3. At the meeting the LF of curb repair was still TBD. Have there been any developments on this? A minimum replacement footage perhaps? No, it is as needed and will be determined in the field for a 24" in place curb & Gutter in a Linear foot.
4. Can you confirm the 4" HMA in place unit price should include the milling as well? Yes
5. Are we milling around or through the couple concrete patches on Golfview? Through and include cost for additional base repair and under cutting per square yard.
6. Where curb is replaced, we should include turf restoration in our unit price, correct? Yes
7. Are there any specs or brand preferences for the potential structure cover replacements? it is east Jordan to match existing. The proposal should include cost to repair the structure & adjust to grade as well as "replace frame and cover"
8. I assume for the SY unit price on base repairs that the depth is 2 ½", correct? Correct
9. RE: Quality control Item #4
 - a. SME informs me that stability and flow tests are not conducted on super pave mixes like 5E1. yes
 - b. It reads test results will include and **not be limited** to the following: The not limited language implies more testing may be required. What types of test might these be? Can a complete testing scope with no caveats be provided? no other tests are required

6/5/2023

CNA INSURANCE COMPANIES

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we **Nagle Paving Company, 39525 West 13 Mile Road, Novi, MI 48377**

Principal, and Western Surety Company, One Towne Square, Suite 1075, Southfield, MI 48076

Surety, are held and firmly bound unto City Of Dearborn Heights, 6045 Fenton, Dearborn Heights, MI 48127

Obligee, in the sum of Three Thousand and No/100----

Dollars (\$ 3,000.00) 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 Obligee on a contract for
Pavement Repairs at Golfview Drive**

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 Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee 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, sealed and dated June 5th, 2023

Nagle Paving Company

(Principal)

by

 **(Seal)**

Western Surety Company

(Surety)

by


Susan L. Small, Attorney-in-Fact

G-21054-C

CNA

For All the Commitments You Make

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

Steven K Brandon, T J Griffin, John L Budde, Patrick Williams, Terence J Griffin, Susan L Small, Alan P Chandler, Individually

of Farmington 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 9th day of March, 2021.



WESTERN SURETY COMPANY

Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha }

ss

On this 9th day of March, 2021, before me personally came Paul T. Brufat, 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
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 5th day of June, 2023.



WESTERN SURETY COMPANY

L. Nelson
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.

CITY OF DEARBORN HEIGHTS

FORM OF PROPOSAL

PLEASE SUBMIT IN DUPLICATE

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.
All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: 30 Days

Delivery: August 2023

State Warranty on Equipment: (where applicable) NA

Make and Model: (where applicable) NA

PROPOSAL: RFP for Asphalt pavement repairs at Golfview Drive.

Bid Unit price:

4 inch HMA in place total cost per Square Yard :	\$ 45. ⁰⁰	/SY 4,500 SY = \$202,500. ⁰⁰
Integral Curb & Gutter repair (as needed)	: \$85. ⁰⁰	/LF over 100 LF / \$100. ⁰⁰ LF under 100 LF (minimum of 50 LF)
Adjust structures (As needed)	: \$450. ⁰⁰	/vertical foot
Replace covers (As needed)	: \$950. ⁰⁰	/ Each
Base repairs (As needed)	: \$24.60	/SY 2 1/2 "

All questions or request of information should be submitted in writing, sent via email to City Engineer Mr. Ali M. Dib P.E to adib@dearbornheightsmi.gov

Firm Name Bowen Paving Date June 5th 2023

Address 1001 Cesar E Chavez Pontiac MI 48340

Signature Jim B - Estimator Telephone 248-332-4956

(Person executing bid & official capacity)

Mike Bowen - President

Names of Principal Officers and designate
Official capacity

If partnership or assumed name, indicate
name of owners

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Bowen Paving, Inc.

1001 Cesar E. Chavez Avenue, Pontiac, MI 48340

as Principal, hereinafter called Principal, and

Old Republic Insurance Company

631 Excel Drive, Suite 200, Mt. Pleasant, PA 15666

a corporation duly organized under the laws of the State of **Pennsylvania**
as Surety, hereinafter called Surety, are held and firmly bound unto

City of Dearborn Heights

6045 Fenton Street, Dearborn Heights, MI 48127

as Obligor, hereinafter called Obligor, in the sum of **Three Thousand And No/100THS**

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. **Dollars (\$3,000.00)**

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

Asphalt Pavement Repairs at Golfview Drive

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor 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 Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor 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 5th day of June, 2023.

Bowen Paving, Inc.

Wally Bowen
(Witness)

{ *[Signature]*
(Principal) (Seal)
President
(Title)

Jessica Nightingale
(Witness)

Old Republic Insurance Company

{ *[Signature]*
(Surety) (Seal)
Nicholas Ashburn
(Title)-
Attorney in Fact



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:

MICHAEL D LECHNER, ROBERT D HEUER, MARK T MADDEN, HOLLY NICHOLS, NICHOLAS ASHBURN, JASON ROGERS
of ROCHESTER HILLS< 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 2nd day of May, 2023

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 2nd day of May, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, 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 R. Pearson
Notary Public

My Commission Expires: September 28, 2026

CERTIFICATE

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

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.



46-5332

ORSC 11008 (6-93)

GUY HURLEY INSURANCE & SURETY SERVICES

Signed and sealed at the City of Brookfield, WI this 5th day of June, 2023

Karen J. Haffner
Assistant Secretary

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Bowen Paving, Inc.

1001 Cesar E. Chavez Avenue, Pontiac, MI 48340

as Principal, hereinafter called Principal, and

Old Republic Insurance Company

631 Excel Drive, Suite 200, Mt. Pleasant, PA 15666

a corporation duly organized under the laws of the State of **Pennsylvania**
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 **Three Thousand And No/100THS**

Dollars **(\$3,000.00)**

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)

Asphalt Pavement Repairs at Golfview Drive

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 5th day of June, 2023

Bowen Paving, Inc.

Wally Bowen
(Witness)

{ *[Signature]*
(Principal) (Seal)
PRESIDENT
(Title)

Jessica Nightingale
(Witness)

Old Republic Insurance Company

(Surety) (Seal)

[Signature]
(Title)
Nicholas Ashburn, Attorney in Fact



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:

MICHAEL D LECHNER, ROBERT D HEUER, MARK T MADDEN, HOLLY NICHOLS, NICHOLAS ASHBURN, JASON ROGERS

of ROCHESTER HILLS< 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 chairman, 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 2nd day of May, 2023

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 2nd day of May, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, 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 R. Pearson
Notary Public

My Commission Expires: September 28, 2026

CERTIFICATE

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

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 5th day of June, 2023

46-5332

Karen J. Haffner
Assistant Secretary

ORSC 1100B (6-93)

GUY HURLEY INSURANCE & SURETY SERVICES

**From:**

Anglin Civil, LLC
13000 NEWBURGH RD
LIVONIA, MI 48150

To:

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

Date:

6/12/2023

Project: Pavement Repairs at Golfview Drive

Anglin Civil, LLC is pleased to provide a proposal for the item described below per the documents.

Cold Mill 4" existing asphalt paving and repave with 2-1/2" Leveling and 1-1/2" Wearing course utilizing MDOT SE1.	
4,500 SYDs	TOTAL \$257,260.00

Includes: Mobilization, demobilization, all labor material and equipment to mill and overlay per the quantity stated. Quality Control plan, supervision, and testing. Restoration

Excludes: Removal and replacement of concrete, base, structure repairs or adjustments. Unit prices for these items are quoted on an as needed basis per your proposal form.

Sincerely,

Kevin Murphy
Anglin Civil, LLC

CITY OF DEARBORN HEIGHTS

FORM OF PROPOSAL

PLEASE SUBMIT IN DUPLICATE

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.
All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: PER CONTRACT DOCUMENTS

Delivery: PER CONTRACT DOCUMENTS

State Warranty on Equipment: (where applicable) N/A

Make and Model: (where applicable) N/A

PROPOSAL: RFP for Asphalt pavement repairs at Golfview Drive.

Bid Unit price:

4 inch HMA in place total cost per Square Yard : \$ 57¹⁶ /SY

Integral Curb & Gutter repair (as needed) : \$ 200⁰⁰ /LF

Adjust structures (As needed) : \$ 1500⁰⁰ /vertical foot

Replace covers (As needed) : \$ 2000⁰⁰ / Each

Base repairs (As needed) : \$ 2000⁰⁰ /SY

All questions or request of information should be submitted in writing, sent via email to City Engineer Mr. Ali M. Dib P.E to adib@dearbornheightsmi.gov

Firm Name ANGLIN CIVIL, LLC Date 6-12-2023

Address 13000 NEWBURGH RD, LIVONIA, MI 48150

Signature [Signature] Telephone (734) 464-2600

(Person executing bid & official capacity)

L. DOUG ANGLIN II - PRESIDENT

Names of Principal Officers and designate
Official capacity

If partnership or assumed name, indicate
name of owners



Monday, June 12, 2023

To Whom it may Concern,

Nick Weber, General Manager, at Anglin Civil is duly authorized to sign in the name of Anglin Civil LLC.

A handwritten signature in black ink, appearing to be 'L. Doug Anglin II', is written over the text of the previous block.

Respectfully,

L Doug Anglin II – President

RLI Insurance Company

BID BOND

KNOW BY ALL MEN THAT THESE PRESENTS: That we ANGLIN CIVIL, LLC of 13000 Newburgh Rd., Livonia, MI 48150, hereinafter referred to as Principal, and RLI Insurance Company as Surety, are held and firmly bound unto City of Dearborn Heights of 6045 Fenton Rd., Dearborn Heights, MI 48127, hereinafter referred to as Obligee, in the sum of THREE THOUSAND AND 00/100 Dollars (\$3,000.00) for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

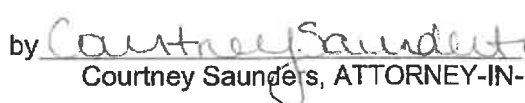
WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for

Asphalt Pavement Repairs at Golfview Drive

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 Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee 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 June 5, 2023.

by  ANGLIN CIVIL, LLC
(Principal)
(Seal)

RLI Insurance Company
(Surety)
by  (Seal)
Courtney Saunders, ATTORNEY-IN-FACT

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Angelo G. Zervos, Gus E. Zervos, Donald W. Burden, Michael G. Zervos, Stephen M. Zervos, Courtney Saunders, jointly or severally

in the City of Southfield, State of Michigan its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"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, any 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."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 6th day of October, 2022.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By:

Barton W. Davis

Vice President

State of Illinois
County of Peoria

} SS

CERTIFICATE

On this 6th day of October, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 5th day of June, 2023.

By:

Catherine D. Glover

Catherine D. Glover

Notary Public



RLI Insurance Company

Contractors Bonding and Insurance Company

By:

Jeffrey D. Dick

Corporate Secretary

CITY OF DEARBORN HEIGHTS

Request for Proposal (RFP) for Asphalt pavement repairs Golfview Drive.

ADVERTISEMENT FOR PROPOSAL

Sealed Proposals will be received electronically at bidnetdirect.com or by email at comptroller@ci.dearborn-heights.mi.us or in person at the Comptroller's Office, City of Dearborn Heights, 6045 Fenton, Dearborn Heights, MI 48127, until:

Wednesday May 31 ,2023

AT 3:00 p.m.

Specifications must be obtained on-line by registering (free registration available) on BidNet. Go to www.bidnetdirect.com/mitn or send an email request to mpaul@ci.dearborn-heights.mi.us

Questions related to this project can be directed to City Engineer Mr. Ali M. Dib P.E by Email to adib@ci.dearborn-heights.mi.us

CITY OF DEARBORN HEIGHTS
6045 FENTON
DEARBORN HEIGHTS, MI 48127

PUBLISHED May 18, 2023

Mandatory walk-thru Wednesday May 24,2023 at 1:00 pm at the site (intersection of Golfview Drive and Ford road (See map)

CITY OF DEARBORN HEIGHTS

RFP to for Asphalt pavement repairs Golfview Drive.

INSTRUCTIONS TO BIDDERS

Sealed bids will be received electronically at comptroller@ci.dearborn-heights.mi.us by the City of Dearborn Heights, Michigan as owner, until **3:00 P.M., Wednesday May 31, 2023** or in person at the Comptroller's Office at the Dearborn Heights City Hall, 6045 Fenton, Dearborn Heights, Michigan, 48127, or can be submitted at www.bidnetdirect/mitn using electronic bid submission option. Proposals shall be for items as specified on attached Specifications and Proposal Form.

BRAND NAME:

If and wherever, in the Specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. However, if a product other than that specified is bid, it is the vendor's responsibility to name such a product within his bid and to prove to the City that said product is equal to that specified. Evidence in the form of samples may be requested if brand is other than specified. Such samples are to be furnished after the date of bid opening only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) days after formal request is made.

Proposal shall be addressed to Badri Jawad, Comptroller, City of Dearborn Heights, 6045 Fenton, Dearborn Heights, Michigan, 48127, in a sealed envelope for each proposal, marked "Bid for (name of item being bid)". Such proposals shall be submitted in strict accordance with the City of Dearborn Heights Specifications for the items listed herein. Any and all variations from Dearborn Heights Specifications are to be stated in the bids.

Each proposal must be submitted on forms furnished on-line at the MITN site, on: www.bidnetdirect/mitn

The City of Dearborn Heights reserves the right to reject or accept any or all proposals, in whole or in part, and waive any irregularities or formalities therein.

BID DEPOSIT:

Each bid must be accompanied by a Cashier's Check or Bid Bond in the amount of \$3,000.00 to validate the bid proposal.

BID SUBMISSION:

Please follow these instructions carefully to submit a bid, your bid may be considered Nonresponsive if it is not submitted as instructed below. Bids are considered received, when Comptroller's Office received by email or submitted at Bidnetdirect/mitn EBS option for registered users before the specified due date and time, late bids will not be considered. Each bid must be submitted separately and electronically.

1. Email Option

Scan your bid documents and email to comptroller@ci.dearborn-heights.mi.us as an email attachment in either pdf or word format. In the email, please include the bid solicitation name, your company's address, telephone number and your contact information. Please include a photo copy of your bid deposit along with bid documents. If your bid deposit is in the form of a cashier's check, please mail the original check to Comptroller's Office, 6045 Fenton, Dearborn Heights, MI 48127.

2. Electronic Bid Submission Option

Login to Bidnetdirect website with your previously registered credentials at www.bidnetdirect/mitn You must be a registered user to participate in electronic bid submission.

- a. Find City of Dearborn Heights solicitation you are bidding for
- b. Click on "Place a Bid" button
- c. Select "Place a new Bid" radio button and click on continue. The create bid interface opens.
- d. Click on "Documents" tab, select add file. You have the option to drag & drop or browse your file. If you are using zip file, use zip file option. Selected files will appear in the file section. Once your files are uploaded, click on the Next button.
- e. It will take you to the Pricing tab, and you will see a reminder to "don't forget to attach your pricing in the Documents section. Select Next button on the next screen in the "exception" section, select "No" or "Yes". In the "Bidder compliance & Authentication" section enter your complete name and password when prompted. Click on "Submit Bid" button.
- f. In the "bid submission confirmation" window select "No" or "yes" as your response.
- g. Next screen will confirm your bid submission and you will receive a confirmation number for your records.

CITY OF DEARBORN HEIGHTS

INVITATION TO BID

RFP for Asphalt pavement repairs Golfview Drive.

INSTRUCTIONS TO BIDDERS

PLEASE TAKE SPECIAL NOTE OF THE FOLLOWING PARAGRAPH:

AT THE TIME OF OPENING ANY BID THAT DOES NOT MEET THE REQUIREMENTS OF THE ABOVE PARAGRAPH WILL NOT BE READ BY THE COMPTROLLER, OR TABULATED BY THE PURCHASING DIVISION. THESE BIDS WILL BE RETURNED TO THE BIDDER BY THE COMPTROLLER MARKED, "DOES NOT MEET BID SPECIFICATIONS".

It is agreed, if the bidder to whom the Contract shall have been awarded shall refuse or neglect to execute the Contract or Purchase Order and properly secure the same within ten (10) days, the amount of the bid deposit shall be forfeited to and retained by the Owner as liquidated damages for such neglect or refusal.

Further, if the successful bidder fails to comply with the terms of the bid proposal, contract or purchase order the City has the option to hold the successful bidder to the terms of the proposal or forfeit the bid deposit as liquidated damages.

Bidder will identify business entity as individual, or if doing business under assumed name, indicate assumed name, partnership (Naming Partners), Corporation, Foreign or Domestic (Naming Principal Officers), and indicate capacity or person executing proposal and bid.

Revised: 11/27/79 (Council Motion 79-1003)

And also on:

1/08/80 (Council Motion 80-15)

And also on:

6/12/91 (Council Motion 91-299)

CITY OF DEARBORN HEIGHTS

FORM OF PROPOSAL

PLEASE SUBMIT IN DUPLICATE

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.

All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: _____

Delivery: _____

State Warranty on Equipment: (where applicable) _____

Make and Model: (where applicable) _____

PROPOSAL: RFP for Asphalt pavement repairs Golfview Drive.

UNIT PRICE: _____ \$ _____
(Total Figure Written) (Total Figure)

All questions or request of information should be submitted in writing, sent via email to City Engineer Mr. Ali M. Dib P.E to adib@ci.dearborn-heights.mi.us

Firm Name _____ Date _____

Address _____

Signature _____ Telephone _____
(Person executing bid & official capacity)

Names of Principal Officers and designate
Official capacity

If partnership or assumed name, indicate
name of owners

CITY OF DEARBORN HEIGHTS

FORM OF PROPOSAL

PLEASE SUBMIT IN DUPLICATE

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.

All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: _____

Delivery: _____

State Warranty on Equipment: (where applicable) _____

Make and Model: (where applicable)

Proposal for Asphalt pavement repairs Golfview Drive.

UNIT PRICE: _____ \$ _____
(Total Figure Written) (Total Figure)

All questions or request of information should be submitted in writing, sent via email to City Engineer Mr. Ali M. Dib P.E to adib@ci.dearborn-heights.mi.us

Firm Name _____ Date _____

Address _____

Signature _____ Telephone _____
(Person executing bid & official capacity)

Names of Principal Officers and designate
Official capacity

If partnership or assumed name, indicate
name of owners

AGREEMENT for Asphalt pavement repairs Golfview Drive.

This Agreement (for Asphalt pavement repairs at Golfview Drive), is entered into between the CITY OF DEARBORN HEIGHTS (hereafter "OWNER") and [TO BE DETERMINED] (hereafter "CONTRACTOR"). OWNER and CONTRACTOR (hereafter collectively referred to as "the Parties", or individually and generically referred to as "Party") agree as follows:

ARTICLE 1. INCORPORATION OF THE BID SPECIFICATIONS, CONTRACTOR'S PROPOSAL, AND OTHER CONTRACT DOCUMENTS BY REFERENCE

1.1. Background. The Parties acknowledge that OWNER issued its Bid Specifications Package related to Asphalt pavement repairs at Golfview Drive. The Parties acknowledge that the Bid Specifications Package included an incomplete form for Agreement (hereafter "Form Agreement"). The Parties also acknowledge that this Bid Specifications Package described and specified many of the duties, responsibilities, and obligations that the Contractor selected by OWNER to do the work pursuant to the Bid Specifications Package would be required to perform and/or meet. Moreover, the Parties acknowledge that CONTRACTOR submitted its completed Proposal to OWNER in response to the Bid Specifications Package which led to the OWNER selecting it to be the CONTRACTOR chosen to perform the work required by this Agreement.

1.2. Contract Documents. The Contract Documents include all of the following which presently exist or which may come to exist in the future: Bid Specifications Package (including all parts of it as described in Section 1.1 above); CONTRACTOR'S completed Proposal; this Agreement; the Notice of Award; documentation submitted by CONTRACTOR prior to Notice of Award; the Form Agreement; and any Modification or Addendum to this Agreement, duly approved and delivered after execution of this Agreement.

1.3. General Incorporation by Reference. The Parties agree that the Contract Documents are incorporated herein and made a part hereof by reference. The Parties further agree that (A) the CONTRACTOR shall fulfill the duties, responsibilities, and obligations of the CONTRACTOR as described in the Contract Documents and (B) the OWNER shall fulfill the duties, responsibilities, and obligations of the OWNER as described in the Contract Documents. The only exceptions to these general requirements as set forth in this Section 1.3 are set forth in Section 1.4 below.

1.4. Effect of this Agreement and Otherwise. This Agreement is intended to be consistent with the other Contract Documents. Still, this Agreement supersedes what is stated in the other Contract Documents to the extent that this Agreement and any of the other Contract Documents are inconsistent. Notwithstanding what is stated in the preceding sentence, any Modification or Addendum to this Agreement (including any Change Orders) that has been duly approved as required by this Agreement and delivered after the execution of this Agreement shall supersede

the other Contract Documents (including this Agreement) to the extent that the Modification or Addendum is inconsistent with any of the other Contract Documents.

ARTICLE 2. WORK

2.1. Generally. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as street asphalt pavement repair.

2.2. Performance Standards. CONTRACTOR shall perform all services in conformity with the standards and requirements set forth in the Contract Documents. Further, CONTRACTOR shall perform all services in a prompt, diligent and workmanlike manner and at a level of proficiency to be expected of a contractor with the personnel, equipment, expertise, background and experience that CONTRACTOR has represented that it has.

ARTICLE 3. TERM

Work under this Agreement shall commence as soon as practicable after this Agreement is executed.

ARTICLE 4. CONTRACTOR'S COMPENSATION

Subject to Article 5 below, OWNER shall pay CONTRACTOR for services actually performed and appropriately completed by CONTRACTOR as provided in the Contract Documents. Absent any further agreement between the Parties adjusting what CONTRACTOR is to be paid, the total amount to be paid to CONTRACTOR shall not exceed [TO BE DETERMINED].

ARTICLE 5. PAYMENT PROCEDURES

5.1. Invoices. CONTRACTOR shall provide invoices on an ongoing basis to the OWNER for the services the CONTRACTOR has provided to the OWNER pursuant to this Agreement. Such invoices shall be submitted to OWNER within thirty (30) days of the substantial completion of the work. CONTRACTOR shall submit such invoices to the OWNER as specified in the Bid Specifications Package or in such other manner as directed in writing by the OWNER after this Agreement is executed.

5.2. OWNER'S Verification of Propriety of Payment. Before OWNER can actually pay an invoice submitted by CONTRACTOR, OWNER must verify and confirm that it is appropriate for OWNER to pay it. Ordinarily, this requires any such invoice to be reviewed by OWNER to determine the propriety of it being paid in three (3) steps: (A) The OWNER'S Department of Building and Engineering, Department of Public Works, and/or City Engineer will review the invoice, confirm that it is appropriate, and submit it to the OWNER'S Mayor. (B) The OWNER'S Mayor will review the invoice, confirm that it is appropriate, and submit it to the OWNER'S City Council. (C) The OWNER'S City Council will review the invoice, confirm that it is appropriate, and approve payment of it. Provided the Mayor does not veto the motion approving the payment, the OWNER will thereafter send payment to the CONTRACTOR. The Parties agree that the OWNER shall have a reasonable amount of time to verify the propriety of paying any invoice submitted by CONTRACTOR in light of the foregoing process. Further, the

Parties agree that the OWNER shall have such additional time as may be reasonably necessary in order to verify the propriety of paying any invoice submitted by CONTRACTOR based on the need to obtain further information, advice, and explanations related to things set forth in the invoice.

5.3. Payment. After OWNER has had a reasonable time to verify the propriety of paying an invoice submitted by CONTRACTOR in light of the foregoing sections, OWNER will pay CONTRACTOR per the terms of the invoice provided the services stated in the invoice were actually performed as provided in the Contract Documents, the invoice is completely accurate, and the services were appropriately completed by CONTRACTOR as provided in the Contract Documents.

5.4. Progress Payments and Retainage. Progress payments and retainage are otherwise governed by Michigan Public Act 524 of 1980, as may have been amended (MCL 125.1561 *et seq.*). This Act is incorporated herein by reference and made a part of this Agreement.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

CONTRACTOR has made the following material representations to the OWNER which have induced the OWNER to enter into this Agreement:

(A) CONTRACTOR has considered the nature and extent of the Contract Documents, Work, locality, and all local conditions and federal, state and local laws, and regulations and local ordinances that may affect cost, progress, performance, or furnishing of the Work.

(B) CONTRACTOR has given OWNER written notice of any conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the OWNER'S written resolution of same is acceptable to CONTRACTOR.

ARTICLE 7. EMPLOYMENT LAW AND TITLE VI PLAN COMPLIANCE

7.1. Employment Law Compliance. CONTRACTOR shall, where applicable, employ others within the regulations of all Federal, State and Local laws and ordinances and regulations relating to minimum wages, social security, unemployment insurance, worker's compensation, and other employment laws. Pursuant to the Elliott-Larsen Civil Rights Act, Public Act 453 of 1976, as amended, and the Persons with Disabilities Civil Rights Act, Public Act 220 of 1976, as amended, CONTRACTOR shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability unrelated to the individual's ability to perform the duties of a particular job or position. As stated in the preceding sentence, CONTRACTOR shall require a similar covenant on the part of any Subcontractor employed in the performance of this Agreement. To the extent required by law, CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices provided by the appropriate governmental agency(ies) setting forth the fact that CONTRACTOR is an "Equal Opportunity Employer", appropriate non-discrimination provisions, and appropriate notices regarding employment rights.

7.2. Title VI Plan Compliance. Appendix A is attached hereto and is included as part of the OWNER'S obligation to the Michigan Department of Transportation to require Appendix A. CONTRACTOR agrees that Appendix A is a material part of this Agreement and is incorporated herein by reference. CONTRACTOR has the duties and obligations of "Contractor" or "contractor" as set forth in Appendix A. Notwithstanding what is otherwise stated in this Section 7.2, this Section 7.2 only applies and Appendix A is incorporated into this Agreement and made a material part of it strictly to the extent that this Section 7.2 and Appendix A are actually applicable to the undertakings set forth in this Agreement under applicable law.

7.3. Non-Compliance. In the event of any breach of any of the non-discrimination covenants set forth in Section 7.1 above and/or the Title VI Plan covenants set forth in Section 7.2 above, the OWNER shall have the right to terminate this Agreement, a breach of said covenants in either of these provisions being deemed a material breach of this Agreement.

ARTICLE 8. ASSIGNMENT

8.1. In General. CONTRACTOR may not assign or partially assign this Agreement without first securing OWNER'S prior written approval of the proposed assignment and without first securing OWNER'S prior written approval of the proposed assignee. Any such consent to the assignment must be executed with the same formalities as are necessary under this Agreement to effectuate an amendment to this Agreement. OWNER may withhold its consent to any proposed assignment for any reason as it determines in its sole discretion. A previous consent to an assignment shall not operate to relieve CONTRACTOR of its obligation or CONTRACTOR'S assignee of its obligation to obtain OWNER'S prior written consent to any further proposed assignment.

8.2. Effect of Assignment on Obligations. An assignment shall not operate to relieve the CONTRACTOR of any of its obligations under this Agreement.

ARTICLE 9. WAIVER OF BREACH

No failure by a Party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach of this Agreement constitutes a waiver of any breach of the term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

ARTICLE 10. VENUE

The Parties agree the proper venue for any suit or claim arising out of this Agreement shall be a court of competent jurisdiction in the County of Wayne, State of Michigan.

ARTICLE 11. NOTICES

11.1. In general. Except as otherwise provided in this Agreement, all formal notices required to be given by either Party hereunder shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

[THIS SPACE IS INTENTIONALLY BLANK.]

OWNER: Mayor's Office
City of Dearborn Heights
6045 Fenton
Dearborn Heights, MI 48127

CONTRACTOR: [TO BE DETERMINED]

11.2. Change in Notices. Any formal notices given pursuant to Section 11.1 above are to be sent with a copy to such persons and addresses as each Party may designate from time to time in writing by certified mail and agreed to by both parties. Either Party hereto may from time to time change the address to which such notices are to be directed by written notice to said other Party 7 days from date of change by written notice sent certified mail and by email.

ARTICLE 12. RELATIONSHIP OF THE PARTIES

Each Party is, and shall perform its obligations under this Agreement as an independent contractor, and as such shall have and maintain complete control over all of its employees, agents, and operations. Nothing contained in this Agreement is intended to, or shall be construed to, in any way create or establish the relationship of co-partners or joint venturers, or any employer-employee relationship between the Parties except as owner/contractor business relationship. Nothing contained in this Agreement is intended to, or shall be construed to, in any way create or establish an agency relationship or representative relationship between the Parties.

ARTICLE 13. NO THIRD PARTY BENEFICIARY CONTRACT

This Agreement is not intended to create beneficial rights in or for any third party. This Agreement is entered into for the sole benefit of the Parties to this Agreement.

ARTICLE 14. NO WAIVER OF GOVERNMENTAL IMMUNITY

Nothing in this Agreement is to be construed as a waiver of any governmental immunity by OWNER or by any person or entity affiliated with OWNER as provided by statute or court decision.

ARTICLE 15. INTEGRATED AGREEMENT

This Agreement contains all of the agreements, terms, and conditions made between the Parties with respect to the subject matter of this Agreement. There are no other understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement that are not addressed in this Agreement.

ARTICLE 16. LAW AND INTERPRETATION

This Agreement shall be construed under the laws of the State of Michigan.

ARTICLE 17. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

ARTICLE 18. SEVERABILITY

The invalidity or illegality of any provision shall not affect the remainder of this Agreement.

ARTICLE 19. AMENDMENTS

This Agreement may not be modified orally or in any other manner except by an agreement in writing signed by all Parties or their respective successors in interest. No modification, additions, deletions, revisions, alterations, or other changes to this Agreement shall be effective unless and until such change is reduced to writing, duly approved, executed, and delivered by the Parties to each other. Notwithstanding what is otherwise stated in this Article 19, no amendment to this Agreement shall be necessary to adopt informal notice procedures pursuant to Section 11.2 above or to change such procedures.

ARTICLE 20. SUCCESSORS AND ASSIGNS

All of the covenants, provisions, terms, agreements and conditions of this Agreement shall inure to the benefit of and be binding upon the OWNER, the CONTRACTOR, and their respective successors and assigns.

ARTICLE 21. AUTHORITY AND COUNTERPARTS

Parties signing in a representative capacity state by their hand, that they are duly authorized to sign this Agreement. This Agreement may be executed separately, and in multiple counterparts, each copy of which shall constitute an original Agreement, and all counterparts, when taken together, will constitute one and the same Agreement.

[THIS SPACE IS INTENTIONALLY BLANK.]

[THIS SPACE IS INTENTIONALLY BLANK.]

[THIS SPACE IS INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as shown on the date(s) listed below.

CITY OF DEARBORN HEIGHTS
("OWNER")

Bill Bazzi
Its: Mayor

Dated: _____, 2021

Lynne M. Senia
Its: City Clerk

Dated: _____, 2021

[TO BE DETERMINED]
("CONTRACTOR")

By: _____

Its: _____

Dated: _____, 2021

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time (hereafter referred to as the "Regulations") which are incorporated herein by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Dearborn Heights to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the City of Dearborn Heights shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City of Dearborn Heights may direct as a means of enforcing such provision including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a

result of such direction, the contractor may request the City of Dearborn Heights to enter into such litigation to protect the interests of the City and, in addition, the contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interest of the United States. A request does not compel either entity to so enter any such litigation and such decision either way does not constitute a waiver of any governmental immunity defenses at time of litigation or subsequent.



Mayor's Office

Approved for the Agenda of:
07-25-23

8-A

Bill Bazzi
Mayor

July 18, 2023

Honorable City Council
City of Dearborn Heights

Dear Council Members:

Please approve the following motion:

" Motion by _____, seconded by _____, to approve of the disposal of the following items from the basement at City Hall; fourteen (14) chairs, two (2) metal desks, two (2) mini fridges, one (1) wood desk, ten (10) boxes of old phones, thirty-six (36) boxes of jewelry boxes, three (3) large televisions, three (3) old projectors, one (1) old candy dispenser, and one (1) projector screen".

Thank you for your consideration.

Sincerely,

Bill Bazzi
Mayor

BB/ss



Mayor's Office

Approved for the Agenda of:
07-25-23

8-B

Bill Bazzi
Mayor

July 18, 2023

Honorable City Council
City of Dearborn Heights

Dear Council Members:

I respectfully request that the City Council authorize the Mayor and the Clerk to sign the agreement with Tomassi Cement Co. The bid was awarded to this company per motion 23-308.

If you have any questions, please feel free to contact me.

Sincerely,

Bill Bazzi
Mayor

AGREEMENT for Van Houten Park playground demolition

This Agreement (for Van Houten park playground equipment demolition, Dearborn Heights Michigan), is entered into between the CITY OF DEARBORN HEIGHTS (hereafter "OWNER") and Tomassi Cement Co. (hereafter "CONTRACTOR"). OWNER and CONTRACTOR (hereafter collectively referred to as "the Parties", or individually and generically referred to as "Party") agree as follows:

ARTICLE 1. INCORPORATION OF THE BID SPECIFICATIONS, CONTRACTOR'S PROPOSAL, AND OTHER CONTRACT DOCUMENTS BY REFERENCE

1.1. Background. The Parties acknowledge that OWNER issued its Bid Specifications Package related to Asphalt pavement repairs at Golfview Drive, Dearborn Heights Michigan. The Parties acknowledge that the Bid Specifications Package included an incomplete form for Agreement (hereafter "Form Agreement"). The Parties also acknowledge that this Bid Specifications Package described and specified many of the duties, responsibilities, and obligations that the Contractor selected by OWNER to do the work pursuant to the Bid Specifications Package would be required to perform and/or meet. Moreover, the Parties acknowledge that CONTRACTOR submitted its completed Proposal to OWNER in response to the Bid Specifications Package which led to the OWNER selecting it to be the CONTRACTOR chosen to perform the work required by this Agreement.

1.2. Contract Documents. The Contract Documents include all of the following which presently exist or which may come to exist in the future: Bid Specifications Package (including all parts of it as described in Section 1.1 above); CONTRACTOR'S completed Proposal; this Agreement; the Notice of Award; documentation submitted by CONTRACTOR prior to Notice of Award; the Form Agreement; and any Modification or Addendum to this Agreement, duly approved and delivered after execution of this Agreement.

1.3. General Incorporation by Reference. The Parties agree that the Contract Documents are incorporated herein and made a part hereof by reference. The Parties further agree that (A) the CONTRACTOR shall fulfill the duties, responsibilities, and obligations of the CONTRACTOR as described in the Contract Documents and (B) the OWNER shall fulfill the duties, responsibilities, and obligations of the OWNER as described in the Contract Documents. The only exceptions to these general requirements as set forth in this Section 1.3 are set forth in Section 1.4 below.

1.4. Effect of this Agreement and Otherwise. This Agreement is intended to be consistent with the other Contract Documents. Still, this Agreement supersedes what is stated in the other Contract Documents to the extent that this Agreement and any of the other Contract Documents are inconsistent. Notwithstanding what is stated in the preceding sentence, any Modification or Addendum to this Agreement (including any Change Orders) that has been duly approved as required by this Agreement and delivered after the execution of this Agreement shall supersede

the other Contract Documents (including this Agreement) to the extent that the Modification or Addendum is inconsistent with any of the other Contract Documents.

ARTICLE 2. WORK

2.1. Generally. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as street asphalt pavement repair.

2.2. Performance Standards. CONTRACTOR shall perform all services in conformity with the standards and requirements set forth in the Contract Documents. Further, CONTRACTOR shall perform all services in a prompt, diligent and workmanlike manner and at a level of proficiency to be expected of a contractor with the personnel, equipment, expertise, background and experience that CONTRACTOR has represented that it has.

ARTICLE 3. TERM

Work under this Agreement shall commence as soon as practicable after this Agreement is executed.

ARTICLE 4. CONTRACTOR'S COMPENSATION

Subject to Article 5 below, OWNER shall pay CONTRACTOR for services actually performed and appropriately completed by CONTRACTOR as provided in the Contract Documents. Absent any further agreement between the Parties adjusting what CONTRACTOR is to be paid, the total amount to be paid to CONTRACTOR shall not exceed Tomassi Cement Co.

ARTICLE 5. PAYMENT PROCEDURES

5.1. Invoices. CONTRACTOR shall provide invoices on an ongoing basis to the OWNER for the services the CONTRACTOR has provided to the OWNER pursuant to this Agreement. Such invoices shall be submitted to OWNER within thirty (30) days of the substantial completion of the work. CONTRACTOR shall submit such invoices to the OWNER as specified in the Bid Specifications Package or in such other manner as directed in writing by the OWNER after this Agreement is executed.

5.2. OWNER'S Verification of Propriety of Payment. Before OWNER can actually pay an invoice submitted by CONTRACTOR, OWNER must verify and confirm that it is appropriate for OWNER to pay it. Ordinarily, this requires any such invoice to be reviewed by OWNER to determine the propriety of it being paid in three (3) steps: (A) The OWNER'S Department of Building and Engineering, Department of Public Works, and/or City Engineer will review the invoice, confirm that it is appropriate, and submit it to the OWNER'S Mayor. (B) The OWNER'S Mayor will review the invoice, confirm that it is appropriate, and submit it to the OWNER'S City Council. (C) The OWNER'S City Council will review the invoice, confirm that it is appropriate, and approve payment of it. Provided the Mayor does not veto the motion approving the payment, the OWNER will thereafter send payment to the CONTRACTOR. The Parties agree that the OWNER shall have a reasonable amount of time to verify the propriety of paying any invoice submitted by CONTRACTOR in light of the foregoing process. Further, the

Parties agree that the OWNER shall have such additional time as may be reasonably necessary in order to verify the propriety of paying any invoice submitted by CONTRACTOR based on the need to obtain further information, advice, and explanations related to things set forth in the invoice.

5.3. Payment. After OWNER has had a reasonable time to verify the propriety of paying an invoice submitted by CONTRACTOR in light of the foregoing sections, OWNER will pay CONTRACTOR per the terms of the invoice provided the services stated in the invoice were actually performed as provided in the Contract Documents, the invoice is completely accurate, and the services were appropriately completed by CONTRACTOR as provided in the Contract Documents.

5.4. Progress Payments and Retainage. Progress payments and retainage are otherwise governed by Michigan Public Act 524 of 1980, as may have been amended (MCL 125.1561 *et seq.*). This Act is incorporated herein by reference and made a part of this Agreement.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

CONTRACTOR has made the following material representations to the OWNER which have induced the OWNER to enter into this Agreement:

(A) CONTRACTOR has considered the nature and extent of the Contract Documents, Work, locality, and all local conditions and federal, state and local laws, and regulations and local ordinances that may affect cost, progress, performance, or furnishing of the Work.

(B) CONTRACTOR has given OWNER written notice of any conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the OWNER'S written resolution of same is acceptable to CONTRACTOR.

ARTICLE 7. EMPLOYMENT LAW AND TITLE VI PLAN COMPLIANCE

7.1. Employment Law Compliance. CONTRACTOR shall, where applicable, employ others within the regulations of all Federal, State and Local laws and ordinances and regulations relating to minimum wages, social security, unemployment insurance, worker's compensation, and other employment laws. Pursuant to the Elliott-Larsen Civil Rights Act, Public Act 453 of 1976, as amended, and the Persons with Disabilities Civil Rights Act, Public Act 220 of 1976, as amended, CONTRACTOR shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability unrelated to the individual's ability to perform the duties of a particular job or position. As stated in the preceding sentence, CONTRACTOR shall require a similar covenant on the part of any Subcontractor employed in the performance of this Agreement. To the extent required by law, CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices provided by the appropriate governmental agency(ies) setting forth the fact that CONTRACTOR is an "Equal Opportunity Employer", appropriate non-discrimination provisions, and appropriate notices regarding employment rights.

7.2. Title VI Plan Compliance. Appendix A is attached hereto and is included as part of the OWNER'S obligation to the Michigan Department of Transportation to require Appendix A. CONTRACTOR agrees that Appendix A is a material part of this Agreement and is incorporated herein by reference. CONTRACTOR has the duties and obligations of "Contractor" or "contractor" as set forth in Appendix A. Notwithstanding what is otherwise stated in this Section 7.2, this Section 7.2 only applies and Appendix A is incorporated into this Agreement and made a material part of it strictly to the extent that this Section 7.2 and Appendix A are actually applicable to the undertakings set forth in this Agreement under applicable law.

7.3. Non-Compliance. In the event of any breach of any of the non-discrimination covenants set forth in Section 7.1 above and/or the Title VI Plan covenants set forth in Section 7.2 above, the OWNER shall have the right to terminate this Agreement, a breach of said covenants in either of these provisions being deemed a material breach of this Agreement.

ARTICLE 8. ASSIGNMENT

8.1. In General. CONTRACTOR may not assign or partially assign this Agreement without first securing OWNER'S prior written approval of the proposed assignment and without first securing OWNER'S prior written approval of the proposed assignee. Any such consent to the assignment must be executed with the same formalities as are necessary under this Agreement to effectuate an amendment to this Agreement. OWNER may withhold its consent to any proposed assignment for any reason as it determines in its sole discretion. A previous consent to an assignment shall not operate to relieve CONTRACTOR of its obligation or CONTRACTOR'S assignee of its obligation to obtain OWNER'S prior written consent to any further proposed assignment.

8.2. Effect of Assignment on Obligations. An assignment shall not operate to relieve the CONTRACTOR of any of its obligations under this Agreement.

ARTICLE 9. WAIVER OF BREACH

No failure by a Party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach of this Agreement constitutes a waiver of any breach of the term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

ARTICLE 10. VENUE

The Parties agree the proper venue for any suit or claim arising out of this Agreement shall be a court of competent jurisdiction in the County of Wayne, State of Michigan.

ARTICLE 11. NOTICES

11.1. In general. Except as otherwise provided in this Agreement, all formal notices required to be given by either Party hereunder shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

[THIS SPACE IS INTENTIONALLY BLANK.]

OWNER: Mayor's Office
City of Dearborn Heights
6045 Fenton
Dearborn Heights, MI 48127

CONTRACTOR: **Tomassi Cement Co.**

11.2. Change in Notices. Any formal notices given pursuant to Section 11.1 above are to be sent with a copy to such persons and addresses as each Party may designate from time to time in writing by certified mail and agreed to by both parties. Either Party hereto may from time to time change the address to which such notices are to be directed by written notice to said other Party 7 days from date of change by written notice sent certified mail and by email.

ARTICLE 12. RELATIONSHIP OF THE PARTIES

Each Party is, and shall perform its obligations under this Agreement as an independent contractor, and as such shall have and maintain complete control over all of its employees, agents, and operations. Nothing contained in this Agreement is intended to, or shall be construed to, in any way create or establish the relationship of co-partners or joint venturers, or any employer-employee relationship between the Parties except as owner/contractor business relationship. Nothing contained in this Agreement is intended to, or shall be construed to, in any way create or establish an agency relationship or representative relationship between the Parties.

ARTICLE 13. NO THIRD PARTY BENEFICIARY CONTRACT

This Agreement is not intended to create beneficial rights in or for any third party. This Agreement is entered into for the sole benefit of the Parties to this Agreement.

ARTICLE 14. NO WAIVER OF GOVERNMENTAL IMMUNITY

Nothing in this Agreement is to be construed as a waiver of any governmental immunity by OWNER or by any person or entity affiliated with OWNER as provided by statute or court decision.

ARTICLE 15. INTEGRATED AGREEMENT

This Agreement contains all of the agreements, terms, and conditions made between the Parties with respect to the subject matter of this Agreement. There are no other understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement that are not addressed in this Agreement.

ARTICLE 16. LAW AND INTERPRETATION

This Agreement shall be construed under the laws of the State of Michigan.

ARTICLE 17. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

ARTICLE 18. SEVERABILITY

The invalidity or illegality of any provision shall not affect the remainder of this Agreement.

ARTICLE 19. AMENDMENTS

This Agreement may not be modified orally or in any other manner except by an agreement in writing signed by all Parties or their respective successors in interest. No modification, additions, deletions, revisions, alterations, or other changes to this Agreement shall be effective unless and until such change is reduced to writing, duly approved, executed, and delivered by the Parties to each other. Notwithstanding what is otherwise stated in this Article 19, no amendment to this Agreement shall be necessary to adopt informal notice procedures pursuant to Section 11.2 above or to change such procedures.

ARTICLE 20. SUCCESSORS AND ASSIGNS

All of the covenants, provisions, terms, agreements and conditions of this Agreement shall inure to the benefit of and be binding upon the OWNER, the CONTRACTOR, and their respective successors and assigns.

ARTICLE 21. AUTHORITY AND COUNTERPARTS

Parties signing in a representative capacity state by their hand, that they are duly authorized to sign this Agreement. This Agreement may be executed separately, and in multiple counterparts, each copy of which shall constitute an original Agreement, and all counterparts, when taken together, will constitute one and the same Agreement.

[THIS SPACE IS INTENTIONALLY BLANK.]

[THIS SPACE IS INTENTIONALLY BLANK.]

[THIS SPACE IS INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as shown on the date(s) listed below.

CITY OF DEARBORN HEIGHTS
("OWNER")

Bill Bazzi
Its: Mayor

Dated: _____, 2021

Lynne M. Senia
Its: City Clerk

Dated: _____, 2021

Tomassi Cement Co
("CONTRACTOR")

By: _____
Its: _____

Dated: _____, 2021

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time (hereafter referred to as the "Regulations") which are incorporated herein by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Dearborn Heights to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the City of Dearborn Heights shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City of Dearborn Heights may direct as a means of enforcing such provision including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a

result of such direction, the contractor may request the City of Dearborn Heights to enter into such litigation to protect the interests of the City and, in addition, the contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interest of the United States. A request does not compel either entity to so enter any such litigation and such decision either way does not constitute a waiver of any governmental immunity defenses at time of litigation or subsequent.



City of Dearborn Heights

6045 FENTON • DEARBORN HEIGHTS, MICHIGAN 48127

Lynne M. Senia
City Clerk

TO: Parks & Recreation Director Laurencelle
FROM: City Clerk Senia *ms*
DATE: July 3, 2023
RE: Bid Award – Demolition of Van Houten Park Playscape

The following is a copy of a motion adopted at the Regular Meeting of the Dearborn Heights City Council held on June 27, 2023:

23-308 Motion by Councilman Muscat, seconded by Councilman Baydoun to award the bid for the demolition of the playscape at Van Houten Park to Tomassi Cement Co. as the lowest bidder, and authorize the Comptroller to return the bid bonds to the unsuccessful bidders. In addition, authorize the Mayor and Comptroller or Clerk to sign the necessary warrants, and the Treasurer to issue payment in the amount of \$17,500.00 out of account #691-981, as outlined in 7-B. Per Parks & Recreation Director Laurencelle communication dated June 20, 2023.

Ayes: Council Chairman Abdallah, Council Chair Pro Tem Muscat, Councilman Ahmad, Councilman Baydoun, Councilwoman Bryer, Councilman Constan, Councilman Wencel.

Nays: None.

Absent: None.

Motion unanimously adopted

LMS/gs

cc: Treasurer
Comptroller
Purchasing
Tomassi Cement Co
Forte Contracting Inc.
International Construction Inc.
File