

# Memorandum



Date: September 25, 2026

To: Buchanan City Commission

From: Tony McGhee

**Subject: Re-Awarding of Portion of 2026 Local Paving Work**

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## Background

Earlier this year, the City issued a Request for Proposals for its 2026 utility cut restoration and general paving work. The proposal allowed the City to award the two work scopes separately based on what was in the City's best interest.

The utility cut restoration work was awarded to Astrong Construction as the low bidder. The general paving work was awarded to Rieth-Riley Construction at its low bid of \$101,500. The general paving scope includes work on Alexander Street from Oak Street to Clark Street, along with portions of North Lake, Sylvan, Victory, Arctic, Smith, and several smaller locations.

The wet spring and early summer pushed paving schedules throughout the region further into the season. Because the City's work was bid later in the paving season, those delays affected when Rieth-Riley could complete the project. Rieth-Riley has offered to hold its original price, but the work would not be completed until the spring of 2027.

Under normal circumstances, waiting until spring would be a reasonable option. The concern is the current condition of Alexander Street, which is one of the primary access routes to Buchanan High School. Alexander Street should have been repaved at least 10 years ago and has now reached the point where staff is concerned about whether it can withstand another winter and the related freeze and thaw cycles without experiencing significant additional failure.

If the pavement continues to deteriorate, the City may be looking at more than the currently proposed milling and resurfacing work. Additional failures could require deeper pavement removal, base repairs, temporary patching, and a larger overall project in the spring. Beyond the added cost, allowing the road to deteriorate further would create additional concerns for residents, school traffic, buses, and emergency vehicles using the street.

There is also financial risk in pushing paving work into another construction season if for some reason it would need to be rebid for some unknown reason. Asphalt binder is produced through petroleum processing, while the equipment used to produce, transport, and place asphalt depends heavily on diesel fuel. As crude oil and fuel costs increase, those costs work their way into asphalt production, trucking, equipment operation, and ultimately contractor pricing. The ongoing conflict in the Middle East has impacted oil exports and reduced global inventories. The U.S. Energy Information Administration reported that crude oil prices remained elevated in the second half of 2026 and that continued disruptions were expected to create additional price volatility.

While no one can say with certainty what asphalt prices will be next spring, there is no assurance that rebidding the work would produce a price at or below the current proposal. There is also a real likelihood that the required quantities and scope of work on Alexander Street will increase if the road is allowed to go through another winter.

Given these concerns, staff reached out to Astrong Construction to determine whether there was a way to complete the general paving work during the remaining 2026 paving season at a lower cost than its original bid of \$166,285. Staff worked out an arrangement where the City would provide traffic control while work is underway on each street. In exchange, Astrong Construction has agreed to reduce its price for the general paving work to \$125,000 and complete the work during the 2026 paving season.

The revised Astrong Construction proposal is \$41,285 below its original bid and \$23,500 above Rieth-Riley's original bid. The additional \$23,500 can be absorbed within the current street budget because the City will begin receiving additional Public Act 51 funding from the State this year. Additionally, the price proposed to do the work by Astrong Construction is inline with costs being seen in the Michigan Engineer's Resource Library which tracks the bidding environment for public works projects.

### **Recommendation**

Staff recommends that the City Commission award the 2026 general paving work to Astrong Construction in an amount not to exceed \$125,000, with the City providing traffic control as outlined in the revised agreement. Staff further recommends authorizing the City Manager to execute the necessary contract documents and take the steps required to close out the prior award to Rieth-Riley. Astrong has already satisfactorily completed its

contracted 2026 utility patch paving work for the City and performed well under that contract.

**Attachment A: Original Bid Tabs for the Proposed Work**

# Attachment A



# Request for Proposals



**Project Name:** 2026 Utility Cut Restoration and Mill & Overlay Program

**Issue Date:** April 13, 2026

**Bid Due Date:** May 13, 2026 at 10am EST

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## **INVITATION TO BID 2026 ASPHALT PATCHING, UTILITY-CUT RESTORATION, AND MILL & OVERLAY PROGRAM**

### **1. Project Summary**

The City of Buchanan is soliciting sealed bids from qualified contractors to furnish all labor, material, equipment, supervision, traffic control, and incidentals necessary to complete asphalt patching, utility-cut restoration, and mill & overlay work at various roadway and parking lot locations within the City. The work is divided into two separately awardable work scopes:

#### **Work Scope 1 – Full-Depth Asphalt Patching / Utility-Cut Restoration**

Sawcutting, removal, disposal, base repair as directed, tack/bond coat, hot mix asphalt placement, compaction, joint sealing, and all incidentals at the locations listed in the Bid Schedule.

#### **Work Scope 2 – Mill & Overlay / Mill & Fill**

Cold milling, surface preparation, utility casting adjustment, tack/bond coat, asphalt replacement, compaction, pavement marking restoration, and all incidentals at the locations listed in the Bid Schedule.

The City reserves the right to award Work Scope 1, Work Scope 2, both or partial work scopes, or neither work scope, whichever is in the City's best interest.

### **2. Applicable Standards**

Unless modified by these specifications, all work shall conform to the current editions in effect on the advertisement date of:

- MDOT Standard Specifications for Construction

- MDOT Local Agency Program Hot Mix Asphalt Selection Guidelines
- Michigan Manual on Uniform Traffic Control Devices (MMUTCD), Part 6
- Applicable MDOT standard plans, special details, and Michigan test methods
- MIOSHA and all other applicable federal, state, and local requirements

Where these specifications are more stringent than a referenced standard, these specifications shall govern.

### 3. Scope of Work

#### **Work Scope 1 – Full-Depth Asphalt Patching / Utility-Cut Restoration**

At the locations listed in the Bid Schedule, the Contractor shall:

1. Field verify limits with the City before removal.
2. Sawcut pavement straight and square.
3. Extend removals to sound pavement and not less than 12 inches beyond the visible failed area or trench edge, unless otherwise directed by the City.
4. Where failure extends to underlying joints, concrete base, curb returns, or other structural features, extend the patch limits as directed by the City to provide a durable repair.
5. Remove and dispose of existing asphalt and unsuitable base material.
6. Restore base or subbase where directed by the City.
7. Clean the prepared surface and apply tack/bond coat to all vertical edges and contact surfaces.
8. Place HMA to match the existing work scope directed by the City, in lifts appropriate to the required thickness.
9. Compact each lift to MDOT requirements.
10. Seal all finished pavement joints.
11. Restore any disturbed pavement markings, castings, or appurtenances.

#### **Work Scope 2 – Mill & Overlay / Mill & Fill**

At the locations listed in the Bid Schedule, the Contractor shall:

1. Cold mill the existing HMA surface to a depth of 3 inches, unless otherwise directed by the City.
2. Remove and lawfully dispose of millings, unless the City directs otherwise in writing.
3. Clean the milled surface thoroughly.
4. Adjust valve boxes, manholes, and other utility castings to final grade.

5. Apply tack/bond coat to the milled surface and vertical edges.
6. Place replacement HMA in lifts to achieve the specified compacted thickness.
7. Repair isolated failed areas or unstable base encountered after milling when authorized in writing by the City.
8. Restore all disturbed pavement markings and traffic-control devices.

#### **4. HMA Materials and Quality Control**

All HMA used on this project shall be selected in accordance with current MDOT and MDOT Local Agency Program requirements for the applicable traffic level and location. The successful bidder shall submit the following no later than ten (10) business days prior to paving:

- Job Mix Formula (JMF)
- HMA mix design information / HMA Application Table
- Proposed placement temperatures
- Contractor Quality Control Plan
- Name and qualifications of QC personnel/testing laboratory

No paving shall begin until the City or its representative has reviewed the required submittals.

#### **5. Traffic Control, Access, and Coordination**

The Contractor shall coordinate all work with the City so that roads, drives, parking lots, businesses, residences, and public facilities remain safely accessible throughout construction.

The Contractor shall:

- submit a traffic-control plan and proposed work schedule at least five (5) business days before starting work;
- maintain emergency vehicle access at all times;
- provide safe pedestrian accommodation where applicable;
- not close any street or lane without prior City approval;
- furnish, maintain, and remove all signs, barricades, flagging, plates, temporary patching, and other traffic-control devices required for the work;
- notify affected property owners/businesses at least 48 hours before work that materially affects access.

#### **6. Schedule**

Anticipated start of work is **May 2026**, subject to weather and issuance of Notice to Proceed.

The successful bidder shall:

- begin work within forty-five (10) calendar days after Notice to Proceed; and
  - substantially complete all awarded work within 30 calendar days after work begins
- Bidders shall state their proposed total working days for completion in the Bid Form.

### 7. Measurement and Payment

This contract shall be awarded and paid on a **unit-price basis** using estimated quantities. Lump-sum pricing is not preferred for this work because actual field conditions may vary.

Estimated quantities are for bid comparison only. Final payment will be based on actual quantities authorized and accepted by the City.

No payment will be made for additional or extra work unless the City authorizes it in writing.

### 8. Bid Submittal Requirements

Each bid shall include, at a minimum:

- completed Bid Form and bid schedule;
- acknowledgment of all addenda;
- bid security in the amount of five percent (5%) of the total bid;
- certificate of insurance or evidence of insurability;
- list of at least three comparable municipal asphalt patching and/or mill & overlay projects completed within the last five years;
- name of proposed superintendent/project manager;
- proposed working days for completion.

### 9. Basis of Award

Award will be made to the lowest responsive and responsible bidder based on:

- Work scope 1 total,
- Work scope 2 total,
- combined total of both work scopes, or
- any combination deemed by the City to be in its best interest.

The City reserves the right to reject unbalanced bids, waive minor irregularities, and verify bidder qualifications, references, and capacity before award.

### **10. Insurance and Bonding**

The successful bidder shall furnish insurance acceptable to the City, including:

- Commercial General Liability
- Automobile Liability
- Workers' Compensation
- Employer's Liability

The City should also consider requiring performance and payment bonds if the final contract value or City policy warrants it.

### **11. Warranty**

The Contractor shall warrant all work for a minimum period of **one (1) year** from final acceptance against defects in materials and workmanship. Any defective work identified during the warranty period shall be repaired at no cost to the City.

If the City has an adopted pavement-warranty policy that is more specific, that policy shall govern.

### **12. Standard Terms and Conditions**

The following standard clauses shall apply to all Requests for Proposals (RFPs) issued by the City of Buchanan, State of Michigan. Submission of a proposal constitutes acknowledgment and acceptance of these terms.

#### **Right to Reject or Accept Proposals**

The City reserves the right to accept or reject any or all proposals, to waive any informalities or irregularities in the proposals received, and to award the contract in whole or in part to the proposer deemed to be in the best interest of the City.

#### **No Obligation to Award**

Issuance of this RFP does not obligate the City to award a contract, and the City shall not be liable for any costs incurred by proposers in the preparation, submission, or presentation of proposals or in anticipation of award.

#### **Proposal Costs**

All costs associated with the preparation, submission, and presentation of a proposal shall

be borne solely by the proposer. The City shall not be responsible for any costs or expenses related to this process.

### **Right to Negotiate**

The City reserves the right to negotiate with one or more proposers deemed most responsive and qualified, to request additional information or clarification, and to conduct interviews or presentations as necessary.

### **Proposal Validity**

All proposals shall remain valid and binding for a period of not less than ninety (90) days following the proposal due date unless otherwise specified in the RFP.

### **Addenda and Modifications**

Any interpretation, correction, or change to this RFP will be made by written addendum issued by the City. Only those communications identified by formal written addendum shall be binding.

### **Disclosure and Public Record**

Proposals submitted in response to this RFP become public records subject to disclosure under the Michigan Freedom of Information Act (FOIA), MCL 15.231 et seq., following award or rejection of all proposals.

### **Award and Contract Execution**

The successful proposer shall be required to enter into a written agreement with the City in a form acceptable to the City Attorney. The City reserves the right to accept or reject proposed contract terms and to make modifications in the best interest of the City.

### **Compliance with Laws**

The proposer shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations, including but not limited to those governing non-discrimination, safety, and employment.

### **Reservation of Rights**

The City reserves the right to:

1. Reject any proposal deemed non-responsive or non-responsible;
2. Withdraw or cancel the RFP at any time without obligation;
3. Negotiate with one or more proposers;
4. Postpone proposal submission or opening dates; and
5. Consider any other factors deemed to be in the City's best interest.

### 13. Questions and Addenda

All questions shall be submitted in writing to the designated City contact no later than May 8 at 11am.

Only written addenda issued by the City shall be binding. Oral interpretations or instructions shall not be binding.

### 14. Bid Schedule

In order to be considered, the proposal must be received at the City of Buchanan, 302 N Redbud Trail, Buchanan MI 49107, on or before **May 13, 2026 at 10:00AM EST**. All proposals shall be in a sealed package marked: ATTN: BID – Asphalt Patching. Electronic bids are not accepted.

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Please submit your sealed bid by **May 13, 2026 at 10:00AM EST** to:  
Kalla Langston-Weiss, City Clerk  
302 North Red Bud Trail  
Buchanan, MI 49107

For any questions regarding the project, please contact:  
Tony McGhee, City Manager  
[tmcghee@cityofbuchanan.com](mailto:tmcghee@cityofbuchanan.com)  
269-695-3844 ext. 15

# Request for Proposals

## PROPOSAL FORM

A contractor can bid Work Scope 1 OR Work Scope 2 or BOTH, and does not need to bid for every listing in Work Scope 2 to be considered.

| Work Scope 1                 |                       |           |                   |
|------------------------------|-----------------------|-----------|-------------------|
| Intersection                 | Nearest Address       | Size      | Info              |
| Front & Skyline              | 801 E Front           | 5.5'x5.5' | Needs cutout      |
| River St                     | 408 River             | 17'x11'   | Needs cutout      |
| River St                     | 502 River             | 41'x36'   | Needs cutout      |
| River St                     | 509 River             | 6'x70'    | Needs cutout      |
| 4 <sup>th</sup> & Oak        | 104 W 4 <sup>th</sup> | 8'x10'    | Needs cutout      |
| Harlan & Main                | 917 N Main            | 11'x16'   | Needs squaring up |
| Harlan & Main                | S side                | 2'x20'    |                   |
| Harlan & N Detroit           | 315 Harlan            | 8'x7'     | Needs squaring up |
| Fulton & Michigan            | 528 Michigan          | 6'x7'     | Needs cutout      |
| Arctic, near Main            | 107 Arctic            | 6'x13'    | Needs cutout      |
| 4 <sup>th</sup> and Moccasin | 315 Moccasin          | 13'x60'   | Needs cutout      |
| Elizabeth & Harlan           | 500 Circle Dr         | 13'x8'    | Needs cutout      |
| Elizabeth & Moccasin         | 102 Elizabeth         | 10'x14'   | Needs cutout      |

Proposal total for Work Scope 1 Asphalt Paving: \$ 95,000.00

| Work Scope 2   |                          |           |       |
|----------------|--------------------------|-----------|-------|
| Nearest St     | Nearest Intersection     | Size      | Price |
| Alexander      | Oak to Clark             | 21'x488'  |       |
| N Lake         | Remus to Harlan          | 28'x68'   |       |
| Sylvan         | Rynearson to Chicago     | 20'x300'  |       |
| Victory        | Arctic to Fulton         | 31'x25'   |       |
| Arctic         | East of Victory          | 26'x30'   |       |
| Arctic         | East of Victory          | 13'x50'   |       |
| Smith          | East of Redbud           | 15'x67'   |       |
| Smith          | East of Redbud           | 20'x45'   |       |
| Victory        | Victory and Fulton       | 22.5'x11' |       |
| N Redbud Trail | Redbud & 4th             |           |       |
| 307 Miller     |                          | 4'7x2'3   |       |
| 111 W Front    | Fire Station Parking Lot | 4'5x1'6   |       |
| 111 W Front    | Fire Station Parking Lot | 3'6x6'7   |       |

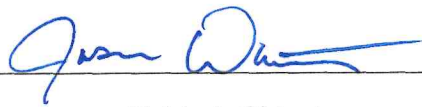
Proposal total for Work Scope 2 Asphalt Paving: \$ 101,500.00

194,500

## Request for Proposals

Additional information (optional): SCHEDULE PROVIDED AFTER AWARD.

BID BASED ON AREAS PROVIDED, BID INCLUDES REMOVALS, TRUCKING,  
CLEAN-UP AND REPLACEMENT.



Bidder's Signature

JASON WHITMYER  
RETH-RILEY CONSTRUCTION

Print Bidder's Name

2350 PIPESTONE RD, BENTON HARBOR, MI

Mailing Address City/State/Zip

49022

269-716-1593

Bidder's Telephone Number

## REFERENCES

Please list three (3) references (Municipal Government) wherein your company has provided similar services of this type being proposed for the City of Buchanan. Failure to list references may result in your company being disqualified.

CLIENT CITY OF BUCHANAN  
ADDRESS 302 N. RED BUD TRAIL, BUCHANAN, MI 49107  
CONTACT PERSON TONY MCGHEE  
PHONE NUMBER 269-695-3844 EXT 15  
EMAIL \_\_\_\_\_

CLIENT BERRIEN COUNTY ROAD COMMISSION  
ADDRESS 2860 E. NAPER AVE, BENTON HARBOR, MI 49022  
CONTACT PERSON ANDY HENDERSON  
PHONE NUMBER 269-925-1196 EXT 4423  
EMAIL ahenderson2@BCROAD.org.

CLIENT CITY OF NILES  
ADDRESS 333 N. SECOND ST, NILES, MI 49120  
CONTACT PERSON ZACH HOLT  
PHONE NUMBER 269-683-4700 EXT 3050  
EMAIL dpwdirector@nilesmi.org.

## NOTE

Previous experience and performance may be a factor in making the award.



## **RFP ADDENDUM**

### **2026 Utility Cut Restoration and Mill & Overlay Program**

#### **NOTICE TO ALL POTENTIAL RESPONDENTS:**

The Request for Proposals (RFP) is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal. The Proposal submittal deadline remains the same and is not changed by this Addendum.

#### **Revision 1:**

Additional details for the project scope of Work Scope 1 & 2:

Work Scope #1 will be 4" depth fills, and Work Scope #2 will be 3" depth mill and fills.

**END OF ADDENDUM**

# BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS,

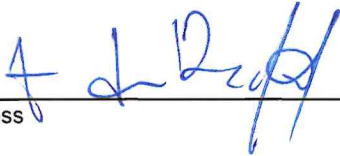
That we, RIETH-RILEY CONSTRUCTION CO., INC., as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF BUCHANAN, as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF TOTAL BID Dollars (\$ 5%), 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  
CITY OF BUCHANAN PATCHING

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee 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, 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 Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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 12TH day of MAY, 2026

Witness



RIETH-RILEY CONSTRUCTION CO., INC.

(Principal) (Seal)

JASON WHITMYER, ESTIMATOR, Jan W  
(Name & Title)

Witness



Tai Babilonia

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Karolynne Ramirez  
Karolynne Ramirez Attorney-in-Fact



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

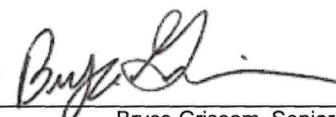
Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **KAROLYNNE RAMIREZ** of **UNIONDALE**, **New York**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

City of Hartford ss.

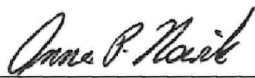
By:   
Bryce Grissom, Senior Vice President

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

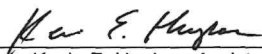
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **MAY**, **2024**.



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

# RIETH-RILEY CONSTRUCTION Co., Inc.

100% Quality • 100% Employee Owned • Over 100 Years

## CERTIFICATE OF AUTHORITY

**KNOW ALL MEN BY THESE PRESENTS**, that the undersigned President of Rieth-Riley Construction Co., Inc., a corporation duly organized and existing under the laws of the State of Indiana, hereby represents and confirms that **Jason L. Whitmyer, Estimator**, has full power and authority to make, execute, seal, if required by law, and deliver for and on its behalf, and as its act and deed any and all bids, proposals or contracts, said bids, proposals or contracts not to exceed **\$500,000.00** which bids, proposals or contracts call for work, services, or materials to be furnished by Rieth-Riley Construction Co., Inc., whether such bids, proposals or contracts are being submitted to an individual or entity, public or private, and to bind Rieth-Riley Construction Co., Inc. thereby as fully and to the same extent as if such bids, proposals or contracts were signed by an Executive Officer of Rieth-Riley Construction Co., Inc., and sealed, if required by law, and attested by one of such officers, and hereby ratifies and confirms all that the above named designee may do in pursuance hereof.

The authority granted to the above named designee is pursuant to Section 6.03 of the Amended and Restated Code of By-Laws of Rieth-Riley Construction Co., Inc., as amended, effective April 26, 2019 (the "Restated By-Laws"), and which Restated By-Laws, as amended, and the authority granted to the above named designee continue in full force and effect.

This Certificate of Authority is issued, signed and sealed, if required by law, by facsimile under and by authority of the following standing resolutions adopted by the Board of Directors of Rieth-Riley Construction Co., Inc., at a meeting held on the 16th day of February, 1996, at which a quorum was present, and which resolutions have not been amended or repealed and continue in full force and effect:

*"Resolved that for purposes of clarification and in furtherance of the intent of Section 6.03 of the By-Laws of the Company the authority granted in Section 6.03 shall extend to the making, execution, sealing, if required by law, and delivery on behalf of the Company of all documents required as part of any bid, proposal or contract, which is for work, services or materials to be furnished by Company and which is being submitted to an individual or entity, public or private."*

*"Resolved that in carrying out the provisions of Section 6.03 of the By-Laws of the Company the signatures of such directors and officers and, if required by law, the seal of the Company may be affixed to any such Certificate of Authority or any certificate relating thereto by facsimile, and any such Certificate of Authority or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Certificate of Authority so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company, with respect to any bid, proposal or contract to which it is attached."*

**IN WITNESS WHEREOF**, Rieth-Riley Construction Co., Inc., has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this **4<sup>th</sup> day of February, 2025**.



RIETH-RILEY CONSTRUCTION CO., INC.

A handwritten signature in black ink.

A. Keith Rose, President

STATE OF INDIANA                     )  
                                                      )SS:  
COUNTY OF ELKHART                )

On this **4<sup>th</sup> day of February, 2025**, before me personally came A. Keith Rose, to me known, who, being by me sworn, did depose and say: that he is President of Rieth-Riley Construction Co., Inc., the corporation 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; and that he executed the said instrument on behalf of the corporation by authority of his office pursuant to corporation's Restated By-Laws and standing resolutions.

My Commission Expires: May 16, 2027



A handwritten signature in black ink.

Traci L. Funderburk, Notary Public  
Residing in Elkhart County, Indiana

I, Robert L. Konopinski, do hereby certify that I am the duly appointed and acting Secretary of Rieth-Riley Construction Co., Inc., a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana; that the foregoing Certificate of Authority has neither been amended or rescinded and remains in full force and effect; and furthermore, that the Restated By-Laws and standing resolutions of the corporation, as referred to and set forth in this Certificate of Authority, continue in full force and effect.

Signed and Sealed at the Corporate Office of Rieth-Riley Construction Co., Inc., in the City of Goshen, State of Indiana. Dated this 12<sup>th</sup> day of May, 2026.



A handwritten signature in black ink.

Robert L. Konopinski, Secretary

# Request for Proposals



**Project Name:** 2026 Utility Cut Restoration and Mill & Overlay Program

**Issue Date:** April 13, 2026

**Bid Due Date:** May 13, 2026 at 10am EST

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## **INVITATION TO BID 2026 ASPHALT PATCHING, UTILITY-CUT RESTORATION, AND MILL & OVERLAY PROGRAM**

### **1. Project Summary**

The City of Buchanan is soliciting sealed bids from qualified contractors to furnish all labor, material, equipment, supervision, traffic control, and incidentals necessary to complete asphalt patching, utility-cut restoration, and mill & overlay work at various roadway and parking lot locations within the City. The work is divided into two separately awardable work scopes:

#### **Work Scope 1 – Full-Depth Asphalt Patching / Utility-Cut Restoration**

Sawcutting, removal, disposal, base repair as directed, tack/bond coat, hot mix asphalt placement, compaction, joint sealing, and all incidentals at the locations listed in the Bid Schedule.

#### **Work Scope 2 – Mill & Overlay / Mill & Fill**

Cold milling, surface preparation, utility casting adjustment, tack/bond coat, asphalt replacement, compaction, pavement marking restoration, and all incidentals at the locations listed in the Bid Schedule.

The City reserves the right to award Work Scope 1, Work Scope 2, both or partial work scopes, or neither work scope, whichever is in the City's best interest.

### **2. Applicable Standards**

Unless modified by these specifications, all work shall conform to the current editions in effect on the advertisement date of:

- MDOT Standard Specifications for Construction

- MDOT Local Agency Program Hot Mix Asphalt Selection Guidelines
- Michigan Manual on Uniform Traffic Control Devices (MMUTCD), Part 6
- Applicable MDOT standard plans, special details, and Michigan test methods
- MIOSHA and all other applicable federal, state, and local requirements

Where these specifications are more stringent than a referenced standard, these specifications shall govern.

### 3. Scope of Work

#### **Work Scope 1 – Full-Depth Asphalt Patching / Utility-Cut Restoration**

At the locations listed in the Bid Schedule, the Contractor shall:

1. Field verify limits with the City before removal.
2. Sawcut pavement straight and square.
3. Extend removals to sound pavement and not less than 12 inches beyond the visible failed area or trench edge, unless otherwise directed by the City.
4. Where failure extends to underlying joints, concrete base, curb returns, or other structural features, extend the patch limits as directed by the City to provide a durable repair.
5. Remove and dispose of existing asphalt and unsuitable base material.
6. Restore base or subbase where directed by the City.
7. Clean the prepared surface and apply tack/bond coat to all vertical edges and contact surfaces.
8. Place HMA to match the existing work scope directed by the City, in lifts appropriate to the required thickness.
9. Compact each lift to MDOT requirements.
10. Seal all finished pavement joints.
11. Restore any disturbed pavement markings, castings, or appurtenances.

#### **Work Scope 2 – Mill & Overlay / Mill & Fill**

At the locations listed in the Bid Schedule, the Contractor shall:

1. Cold mill the existing HMA surface to a depth of 3 inches, unless otherwise directed by the City.
2. Remove and lawfully dispose of millings, unless the City directs otherwise in writing.
3. Clean the milled surface thoroughly.
4. Adjust valve boxes, manholes, and other utility castings to final grade.

5. Apply tack/bond coat to the milled surface and vertical edges.
6. Place replacement HMA in lifts to achieve the specified compacted thickness.
7. Repair isolated failed areas or unstable base encountered after milling when authorized in writing by the City.
8. Restore all disturbed pavement markings and traffic-control devices.

#### **4. HMA Materials and Quality Control**

All HMA used on this project shall be selected in accordance with current MDOT and MDOT Local Agency Program requirements for the applicable traffic level and location. The successful bidder shall submit the following no later than ten (10) business days prior to paving:

- Job Mix Formula (JMF)
- HMA mix design information / HMA Application Table
- Proposed placement temperatures
- Contractor Quality Control Plan
- Name and qualifications of QC personnel/testing laboratory

No paving shall begin until the City or its representative has reviewed the required submittals.

#### **5. Traffic Control, Access, and Coordination**

The Contractor shall coordinate all work with the City so that roads, drives, parking lots, businesses, residences, and public facilities remain safely accessible throughout construction.

The Contractor shall:

- submit a traffic-control plan and proposed work schedule at least five (5) business days before starting work;
- maintain emergency vehicle access at all times;
- provide safe pedestrian accommodation where applicable;
- not close any street or lane without prior City approval;
- furnish, maintain, and remove all signs, barricades, flagging, plates, temporary patching, and other traffic-control devices required for the work;
- notify affected property owners/businesses at least 48 hours before work that materially affects access.

#### **6. Schedule**

Anticipated start of work is **May 2026**, subject to weather and issuance of Notice to Proceed.

The successful bidder shall:

- begin work within forty-five (10) calendar days after Notice to Proceed; and
  - substantially complete all awarded work within 30 calendar days after work begins
- Bidders shall state their proposed total working days for completion in the Bid Form.

## 7. Measurement and Payment

This contract shall be awarded and paid on a **unit-price basis** using estimated quantities. Lump-sum pricing is not preferred for this work because actual field conditions may vary.

Estimated quantities are for bid comparison only. Final payment will be based on actual quantities authorized and accepted by the City.

No payment will be made for additional or extra work unless the City authorizes it in writing.

## 8. Bid Submittal Requirements

Each bid shall include, at a minimum:

- completed Bid Form and bid schedule;
- acknowledgment of all addenda;
- bid security in the amount of five percent (5%) of the total bid;
- certificate of insurance or evidence of insurability;
- list of at least three comparable municipal asphalt patching and/or mill & overlay projects completed within the last five years;
- name of proposed superintendent/project manager;
- proposed working days for completion.

## 9. Basis of Award

Award will be made to the lowest responsive and responsible bidder based on:

- Work scope 1 total,
- Work scope 2 total,
- combined total of both work scopes, or
- any combination deemed by the City to be in its best interest.

The City reserves the right to reject unbalanced bids, waive minor irregularities, and verify bidder qualifications, references, and capacity before award.

### **10. Insurance and Bonding**

The successful bidder shall furnish insurance acceptable to the City, including:

- Commercial General Liability
- Automobile Liability
- Workers' Compensation
- Employer's Liability

The City should also consider requiring performance and payment bonds if the final contract value or City policy warrants it.

### **11. Warranty**

The Contractor shall warrant all work for a minimum period of **one (1) year** from final acceptance against defects in materials and workmanship. Any defective work identified during the warranty period shall be repaired at no cost to the City.

If the City has an adopted pavement-warranty policy that is more specific, that policy shall govern.

### **12. Standard Terms and Conditions**

The following standard clauses shall apply to all Requests for Proposals (RFPs) issued by the City of Buchanan, State of Michigan. Submission of a proposal constitutes acknowledgment and acceptance of these terms.

#### **Right to Reject or Accept Proposals**

The City reserves the right to accept or reject any or all proposals, to waive any informalities or irregularities in the proposals received, and to award the contract in whole or in part to the proposer deemed to be in the best interest of the City.

#### **No Obligation to Award**

Issuance of this RFP does not obligate the City to award a contract, and the City shall not be liable for any costs incurred by proposers in the preparation, submission, or presentation of proposals or in anticipation of award.

#### **Proposal Costs**

All costs associated with the preparation, submission, and presentation of a proposal shall

**PROPOSAL FORM**

A contractor can bid Work Scope 1 OR Work Scope 2 or BOTH, and does not need to bid for every listing in Work Scope 2 to be considered.

| <b>Work Scope 1</b>          |                        |             |                   |
|------------------------------|------------------------|-------------|-------------------|
| <b>Intersection</b>          | <b>Nearest Address</b> | <b>Size</b> | <b>Info</b>       |
| Front & Skyline              | 801 E Front            | 5.5'x5.5'   | Needs cutout      |
| River St                     | 408 River              | 17'x11'     | Needs cutout      |
| River St                     | 502 River              | 41'x36'     | Needs cutout      |
| River St                     | 509 River              | 6'x70'      | Needs cutout      |
| 4 <sup>th</sup> & Oak        | 104 W 4 <sup>th</sup>  | 8'x10'      | Needs cutout      |
| Harlan & Main                | 917 N Main             | 11'x16'     | Needs squaring up |
| Harlan & Main                | S side                 | 2'x20'      |                   |
| Harlan & N Detroit           | 315 Harlan             | 8'x7'       | Needs squaring up |
| Fulton & Michigan            | 528 Michigan           | 6'x7'       | Needs cutout      |
| Arctic, near Main            | 107 Arctic             | 6'x13'      | Needs cutout      |
| 4 <sup>th</sup> and Moccasin | 315 Moccasin           | 13'x60'     | Needs cutout      |
| Elizabeth & Harlan           | 500 Circle Dr          | 13'x8'      | Needs cutout      |
| Elizabeth & Moccasin         | 102 Elizabeth          | 10'x14'     | Needs cutout      |

Proposal total for Work Scope 1 Asphalt Paving: \$ 45,860.00

| <b>Work Scope 2</b> |                             |             |              |
|---------------------|-----------------------------|-------------|--------------|
| <b>Nearest St</b>   | <b>Nearest Intersection</b> | <b>Size</b> | <b>Price</b> |
| Alexander           | Oak to Clark                | 21'x488'    | 49,950.00    |
| N Lake              | Remus to Harlan             | 28'x68'     | 24,200.00    |
| Sylvan              | Rynearson to Chicago        | 20'x300'    | 32,500.00    |
| Victory             | Arctic to Fulton            | 31'x25'     | 9,850.00     |
| Arctic              | East of Victory             | 26'x30'     | 9,915.00     |
| Arctic              | East of Victory             | 13'x50'     | 8,260.00     |
| Smith               | East of Redbud              | 15'x67'     | 12,775.00    |
| Smith               | East of Redbud              | 20'x45'     | 11,440.00    |
| Victory             | Victory and Fulton          | 22.5'x11'   | 5,145.00     |
| N Redbud Trail      | Redbud & 4th                |             |              |
| 307 Miller          |                             | 4'7x2'3     | 750.00       |
| 111 W Front         | Fire Station Parking Lot    | 4'5x1'6     | 750.00       |
| 111 W Front         | Fire Station Parking Lot    | 3'6x6'7     | 750.00       |

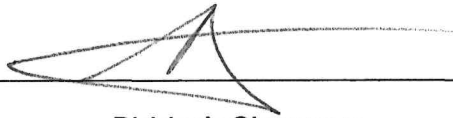
Proposal total for Work Scope 2 Asphalt Paving: \$ 166,285

116,285  
45,860  
21,145  
471,245

## Request for Proposals

Additional information (optional): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



Bidder's Signature

Mike Armstrong - Astrong Construction

Print Bidder's Name

2912 N. US Hwy 31, Niles, MI 49120

Mailing Address City/State/Zip

269-450-7520

Bidder's Telephone Number

**REFERENCES**

Please list three (3) references (Municipal Government) wherein your company has provided similar services of this type being proposed for the City of Buchanan. Failure to list references may result in your company being disqualified.

CLIENT Spicer Group

ADDRESS 2464 Byron Station Dr. SW STE C, Byron Center, MI 49315

CONTACT PERSON Ehrland Bosworth, PMP

PHONE NUMBER 616-376-4106

EMAIL ehrland.bosworth@spicergroup.com

CLIENT City of Buchanan Public Works

ADDRESS 302 N. Redford Trl, Buchanan, MI 49107

CONTACT PERSON Mike Baker

PHONE NUMBER 269-695-3844

EMAIL mbaker@cityofbuchanan.com

CLIENT New Buffalo Public Works

ADDRESS 224 West Buffalo St., New Buffalo, MI 49117

CONTACT PERSON Josh Bolton

PHONE NUMBER 269-612-0259

EMAIL jbolton@cityofnewbuffalomi.gov

**NOTE**

Previous experience and performance may be a factor in making the award.

# Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

BOND NUMBER: BD163821

## BID BOND

### KNOW ALL MEN BY THESE PRESENTS:

That we, ASTRONG CONSTRUCTION 2700 N US HIGHWAY 31 NILES, MI 49120-8958 as Principal, hereinafter called the Principal, and Auto-Owners Insurance Company as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF BUCHANAN 302 N RED BUD TRL, BUCHANAN MI 49107-1311 as Obligee, hereinafter called the Obligee, in the penal sum of Five percent of bid dollars (5% of attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for ASPHALT SERVICE AND REPAIR

**NOW, THEREFORE**, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

**SIGNED AND SEALED** this 13TH day of MAY, 2026.

Alexa Perry  
Witness

ASTRONG CONSTRUCTION  
Principal

By [Signature]



Auto-Owners Insurance Company  
Surety

Susan E. Theisen  
Susan E. Theisen  
Witness

By Niki Conway  
Niki Conway  
Attorney-in-Fact



Bond Number BD163821

### ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this 13TH day of MAY, 2026, before me personally appeared Niki Conway, known to me to be the Attorney-in-Fact of Auto-Owners Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



  
\_\_\_\_\_  
Jeffrey P. Many

Notary Public in the State of Michigan  
County of Ingham

JEFFREY P MANY  
NOTARY PUBLIC-STATE OF MICHIGAN  
COUNTY INGHAM  
My Commission Expires Jan 26, 2029  
Acting in the County of \_\_\_\_\_