



CITY OF BURTON
BURTON CITY COUNCIL MEETING
AUGUST 3, 2020
MINUTES

Council Chambers

Regular Meeting

7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Steven Heffner at 7:00 PM.

A. MEETING INFORMATION

B. INVOCATION LED BY: GREG FENNER

C. THE PLEDGE OF ALLEGIANCE IS LED BY: GREG FENNER

D. ROLL CALL

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Councilman	Remote	
Dennis O'Keefe	Councilman	Remote	
Steven Heffner	President	Remote	
Danny Wells	Councilman	Present	
Vaughn Smith	Councilman	Present	
Gregory Fenner	Vice President	Present	
Christina Conley	Councilwoman	Present	

E. STAFF PRESENT

Duane Haskins, Mayor
Charles Abbey, DPW Director/HR
Racheal Boggs, City Clerk
Rik Hayman, Purchasing
Karen Moffitt, Controller
Amanda Doyle, City Attorney
Brian Ross, Police Chief
Kirk Wilkinson, Fire Chief
Mike Vogt, Assistant Fire Chief
Matt Stanley, IT Department

F. APPROVAL OF MINUTES

None.

G. ADMINISTRATIVE REPORTS

Mayor Haskins stated tomorrow is the election. We tried to keep our agenda light tonight because our Clerk is here and election set-up is taking place tonight. I will ask for leniency if she receives a call, she may have to step away to answer. Item #6 on the agenda; parking lots for the DPW and Senior Center, we had a couple things transpire. The DPW had it budgeted last year for \$60,000. That did not take place due to COVID. We went out for bid and didn't receive any. We had to extend it for five days. That is one of the reasons you see the Senior Center on here as well. The Senior Center has been putting \$10,000 away in a

separate fund for the parking lot. With COVID, a lot of the activities are being held in the parking lot and is dangerous for the seniors. To make the project more appetizing for the people who are bidding on the contract, we tried to do both at the same time. That's why they are on the agenda together. The Senior Center has money in their fund balance to cover it. We sent out an email referencing the line items for the money. You will need to decide if you would like to move the money together or separately. If item #6 is approved, I would ask that you make a following motion to approve the budget amendments as outlined in the email that was sent. AFCSME, Teamsters and SEIU have all signed contract extensions for one year with no increases. We are still in contract negotiations with Police and Fire. Also, the flier for the Census is being mailed out. We are down 2.4% in the zip code 48529, so that is where we are targeting. We put the incentive on there for those filling it out and providing confirmation. We have 18 visa gift cards in the amount of \$50 each. Hopefully this will help generate some motivation to get that percentage up. Overall, throughout the city we are looking pretty decent. The percentage of response in the south end could harm us. I encourage everyone to promote the Census to help benefit our city. Also on the agenda tonight are four Planning Commission appointments, Neil Martz, Erica Edgington, Kenneth Gay and Tom Gorang.

1. July 2020 Investment Report

H. COMMITTEE REPORTS

Mr. Martinbianco stated the LED Committee is going to begin looking at upgrades in the south parking lot because it is very dimly lit.

Mr. Fenner stated the Legislative Committee has discussed the grass clippings ordinance and the firearms ordinance. We have asked attorney to draw up proposals. Hopefully we can get together prior to the next meeting. If anyone else would like a copy of these proposed ordinances, we will get them to you.

I. AUDIENCE PARTICIPATION

Mayor Haskins read the following letters received for audience participation into the record:

A letter from Joey Richvalsky of Burton clarifying his residency status in the city and asking for consideration for appointment to the Planning Commission.

A letter from Lorna Smith of Burton discussing issues with a neighbor on Woodland Pass.

A letter from James and Janet McArthur of Burton outlining multiple complaints regarding their neighbor on Woodland Pass.

A letter from Debbie Ostrom of Burton regarding complaints of a neighbors behavior on Woodland Pass.

J. COUNCIL DISCUSSION

Mrs. Conley asked if the Zoning Board Alternates were ever approached to fill the vacant Planning Commission seats, specifically, Joey Richvalsky. I know this is the Mayor's appointment but, I would like to know why we are not asking them or putting them on the agenda for appointment. The Police Department parking lot is in bad shape. I know we are waiting on the tanks but, can't we do the front for now? I would like an update.

Mr. Wells stated he has a resident who wants to know when the new section of Belsay Road will be painted with lines. There is a sinkhole on Brabbs. I went out to look at it and I think our guys were out there with a camera. I would like to be able to let the neighbors there

know what is going on. Has the Pachyderm been sold? I was told there was going to be a jazz place there now. Has that been finalized? There are three neighbors that have said there are 3-4 SUV's that come in around 7pm each night and leave their cars running for an hour or more in the parking lot. The fumes are coming into the neighbors homes through the air conditioners and causing them headaches. With COVID, more people are staying home and not working. This is causing a lot more traffic in the south end. We put stop signs on Judd Road and they worked however, all those people are taking the side roads now instead of Judd Road. So, I have complaints on Allen Street, Webber, Barnes, Brady, Kenneth, Morrison, Greenly, Schumacher, Morris, Farley, Cherrywood and Dixel. People are flying down the roads with no concern for yield signs or stop signs and someone is going to get hurt. I, myself, witnessed someone with no helmet or shirt on, driving a motorcycle, doing 50 mph down Fern last week. Maybe the Police Chief can free up some people for a few hours, a couple days per week and write some tickets to slow some people down. We can't put stop signs all over the south end. If anyone on the City Council has any ideas about this, throw them out there. Can we get a list of accident reports? No one ever pays attention at Center and Atherton Roads. I see more accidents there than anything. Also, at Belsay and Bristol there are always accidents. People are just not paying attention. Their brain is consumed with other things. I want to make sure we are doing all we can for public safety. I know the Chief is doing all he can but maybe we can come up with some other ideas. We are running out of time to work on blight. Maybe the month of August and September, we can tie this into the Census contest. I grew up next to Mrs. McArthur on Belsay Road and they are wonderful people. I hate to see them have to live next door to that. I don't know what we can do about it aside from letting them build a fence. It is a shame. She is just not a complainer so, if she wrote you that letter, there is a big problem there. I spoke with Mrs. Abbey today about a couple of complaints on East Court Street South. There is an adult care facility there. People are parking in the road instead of the parking lot. They want no parking signs put up there but it doesn't make any sense because there is no place to park. Maybe this is another place to have the police drive by. They also want a better light there so I called Consumers.

Mrs. Conley stated there is a complaint on a house on Leith Street. It is the first house on the right, I will get the address but neighbors are saying it has been an eye sore for four years. Did we ever hire another Code Enforcer?

Mr. Wells asked why there are so many people leaving the Planning Commission. We have three new appointments. Mr. Richvalsky wants to be added too?

Mr. Fenner stated he had put his name in to be considered. He is currently a ZBA Alternate and President of the DDA. I am wondering why some of the alternates on these boards are not promoted to permanent positions and add the new people as alternates. It is not our appointment. Also, Mr. Wells is correct about speeding in the south end as evidenced by the accident into the side my building. People are speeding down Saginaw Street. The DDA has done a study which showed excessive speed through that corridor. It is considered a downtown area and there are three separate speed limits through there; 35, 40 and 45MPH. The road study recommended a consistent 40 MPH speed limit through the corridor. We need to look at the study again and see if this is a possibility. The accident at my building could have caused serious injury if one of my senior citizens had been walking around that corner in a walker as that car was in the intersection at an accident and was pushed so fast and hard that it hit my building. I think that people realize that due to COVID, our Police Departments are limiting physical contact right now. The presence of police cars down there would help.

Mr. Wells would like to ask the Clerk if she feels confident that we are good to go for the election tomorrow.

Ms. Boggs stated yes, I am feeling confident for tomorrow's election. The only thing that may be an issue is I have had a number of Election Inspectors dropping out. We are working with a smaller crew in the precincts for a number of reasons. One reason is people are feeling uncomfortable due to COVID-19 and the other is for social distancing purposes. Social distancing is difficult to do in a polling location with several precincts. The State of Michigan has assured me that if I am in need of emergency workers, they will send me workers. My staff has done a brilliant job preparing for this election especially under these circumstances and with the large number of absentee ballots we have.

Mr. Wells stated he heard on a radio show that many Clerk's around the state were getting boxes of registrations from the state that were post dated 3-4 weeks ago and they were just getting them in their offices today. Clerk's were furious.

Ms. Boggs stated I have to agree and I was not pleased by it either. We have been getting registration applications and absentee ballot applications in manila envelopes from the state all week long. Some are dated back to June. To be blunt, the state has done a terrible job at communicating some of these things. It is frustrating. We process these as they come. It is difficult to do. Today we received over 400 ballots in the mail and we are processing voter registration applications in between receiving in ballots and preparing for the election. At this point, we are caught up with the processing of applications. It was incredibly frustrating and I am on board with my counterparts from around the state. This is a hot topic right now with the Michigan Association of Municipal Clerk's (MAMC).

Mr. Wells stated one of the big complaints was that months ago, the state sent out absentee ballot applications to everyone on their voters list. A lot of them don't live there anymore or they're deceased.

Mr. Martinbianco stated last Friday we had a meeting. The Mayor called the meeting but he wasn't there. What was up with that? I want an answer. I took time out of my day on Friday afternoon to speak for the people. Why was it called and what was the outcome?

Mr. Heffner said, you were there, you know what the outcome was.

Mayor Haskins stated I was at the meeting I just was not in Council Chambers. Furthermore, did you need something from me at the meeting because I can't offer you anything more than what the experts can. The meeting was called and you are all aware because it was explained at the meeting. Two Council People requested the meeting and I submitted the request to the Clerk at their request. I am not sure why we keep reliving this or what the bottom line issue is.

Mr. O'Keefe stated we had a regular Council Meeting with regards to the sewer issue. We sent it to the Finance Committee. Mr. Smith and I are both on the Finance Committee and you were pretty strong on your convictions and we were too. Myself and Mr. Smith called the meeting on Friday. I could not get to City Hall to sign for the meeting. Mayor Haskins was very hospitable and signed for the meeting so we could bring it back to City Council.

Mr. Martinbianco stated after going through this colloquy, I appreciate that very much. I think there were other avenues we could have taken to do this within our own budget.

Mrs. Conley stated I would like my questions answered before we go into council action because I feel I deserve it.

Mr. Abbey stated we agree with you, the parking lot needs to be done. The problem with the parking lot at the Police Station is the environmental issues. We are going out for bid on the underground storage tanks. We don't know how far the contaminants go under the

parking lot, so we cannot move forward with the parking lots until we do the tanks. The front parking lot also had some drainage issues. We had two collapsed manholes, one that we already fixed and one that just happened a week ago. There is additional work that has to be done with the sidewalks, curbs and pavement. We went out for bids right before COVID and didn't get any takers. We are going to try it again.

Mayor Haskins stated he doesn't understand what all the questioning is about. He feels this is personal. I didn't ask you for an explanation at the last meeting when one of my appointees didn't even get support on a motion. If there was any questions about any of these appointees, any of you can call me and we can talk one on one. There is nothing wrong with Mr. Richvalsky. He is an alternate on the ZBA and he serves on the DDA. He is doing a great job. I have all these other people interested in the Planning Commission so I put them up for appointment. If there is someone on the agenda that you have an issue with, let me know. You said you deserve to know. Well, I feel I deserve to know what is wrong with the people I am appointing?

Mrs. Conley stated Joey put his application in before all of these other people and he would probably leave Zoning to be placed on Planning. Why would you skip over someone who has done a lot for the city? If there is another opening and Joey applies for it, are you going to give it to him?

Mayor Haskins stated I have no idea. I don't understand what I am doing wrong here. Deb Walton did not put in for reappointment, Lisa Williams just recently resigned because she got a new job and we still hadn't replaced the late Mr. Benthall.

Mrs. Conley submitted a letter to Mr. Smith and asked that he read it into the record.

Mr. Smith read a letter of resignation from the Planning Commission from Mary Ann White.

K. COUNCIL ACTION

L. AGENDA ITEMS

1. Approve and authorize the payment of Attorney Billing (Doyle) 7/14/20 to 7/27/20 in the amount of \$4556.50.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

2. Approve and authorize the Mayor's appointment of Neil Martz, 5103 E. Atherton Road., Burton, MI 48519 to City of Burton Planning Commission, term serving August 2020 through August 2023.

Mr. Wells stated Mr. Martz is a great fit for the Planning Commission. He touches all the basis as far as someone who knows all about the City of Burton.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Gregory Fenner, Vice President
SECONDER:	Danny Wells, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

3. Approve and authorize the Mayor's appointment of Erica Edgington, 2123 Crestline Drive., Burton, MI 48509 to City of Burton Planning Commission, term serving August 2020 through August 2023.

Mr. Wells stated I don't know Ms. Edgington's well but her resume is outstanding. I will be voting yes.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Danny Wells, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

4. Approve and authorize the Mayor's appointment of Kenneth Gay, 1203 E. Bristol Road Apt # 5., Burton, MI 48529 to City of Burton Planning Commission, term serving August 2020 through August 2023.

Mr. O'Keefe stated Mr. Gay is a retired Bentley School Teacher and Coach. I have known him for three decades and he is a good stand up guy. I will be voting yes.

Mr. Heffner agrees.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

5. Approve and authorize the Mayor's re-appointment of Thomas Gorang, 6231 Willowdale Court Burton, MI 48509 to the City of Burton Planning Commission, term serving August 2020 through August 2023.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

6. Approve and authorize the Mayor and City Clerk to execute a contract with Chippewa Asphalt Paving Co., P.O. Box 515, 2415 E. Vienna Rd., Clio MI, 48420 for the resurfacing of parking lots at the DPW and Burton Senior Center in accordance with their low responsive sealed bid of \$90,375.30.

Mr. Heffner would like to commend the administration. I do not know how you got an asphalt company during this time of year. Everyone I know is booked for the season. You did a great job on this.

RESULT: CARRIED [UNANIMOUS]
MOVER: Danny Wells, Councilman
SECONDER: Christina Conley, Councilwoman
AYES: Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

7. Motion to add to agenda: Approve and authorize the following budget amendment: Increase 1001-9001-974.0000 Resurface DPW Parking Lot by \$60,000; Decrease 1001-0000-390.0000 Unappropriated Surplus by \$60,000.

RESULT: CARRIED [UNANIMOUS]
MOVER: Danny Wells, Councilman
SECONDER: Vaughn Smith, Councilman
AYES: Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

8. Motion to add to agenda: Approve and authorize the following budget amendment: Increase 3069-9001-974.0000 Resurface Sr. Center Parking Lot by \$61,100; Decrease 2069-0000-390.0000 Unappropriated Surplus by \$61,100.

No audience participation regarding this new agenda item.

RESULT: CARRIED [6 TO 0]
MOVER: Vaughn Smith, Councilman
SECONDER: Gregory Fenner, Vice President
AYES: O'Keefe, Heffner, Wells, Smith, Fenner, Conley
AWAY: Martinbianco

9. Motion to approve a budget amendment within the General Fund Budget as follows: Increase 1001-9001-974.0000 Resurface DPW Parking Lot by \$60,000; Decrease 1001-0000-390.0000 Unappropriated Surplus by \$60,000.

Mr. Martinbianco thanked Finance Chairman Smith for bringing forward the MERS issue. Thank you for your leadership.

RESULT: CARRIED [UNANIMOUS]
MOVER: Gregory Fenner, Vice President
SECONDER: Christina Conley, Councilwoman
AYES: Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

10. Motion to approve a budget amendment within the Senior Citizen Center Fund Budget as follows: Increase 3069-9001-974.0000 Resurface Sr. Center Parking Lot by \$61,100; Decrease 2069-0000-390.0000 Unappropriated Surplus by \$61,100.

RESULT:	CARRIED [6 TO 0]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Christina Conley, Councilwoman
AYES:	O'Keefe, Heffner, Wells, Smith, Fenner, Conley
AWAY:	Martinbianco

Agendas and minutes may be found at www.burtonmi.gov

Meeting was adjourned at 8:26 PM.



Burton City Council
4303 S. Center Road
Burton, MI 48519

Meeting: 08/03/20 07:00 PM
Department: Treasurer Office
Category: Report
Prepared By: Alice Bryce
Department Head: Alice Bryce

G.1

SCHEDULED

AGENDA ITEM (ID # 4841)

DOC ID: 4841

July 2020 Investment Report

ATTACHMENTS:

- July 2020 Investment Report (PDF)

**CITY OF BURTON
POOLED CASH INVESTMENT REPORT**

REPORT DATE: 07/24/20

AGENT	COMM PAPER 1	COMM PAPER 2	SPLIT RATING	CERT DEPOSIT	MONEY MKT	TREASURY BILLS
CHASE	\$0.00	\$0.00	\$0.00	\$0.00	\$815,205.29	\$0.00
COMERICA	\$0.00	\$0.00	\$0.00	\$4,403,000.00	\$0.00	\$4,601,405.06
CUTWATER	\$0.00	\$0.00	\$0.00	\$0.00	\$6,362,671.79	\$0.00
ELGA CREDIT UNION	\$0.00	\$0.00	\$0.00	\$0.00	\$2,332,752.12	\$0.00
FLAGSTAR	\$0.00	\$0.00	\$0.00	\$270,521.12	\$531,890.97	\$0.00
FRANKENMUTH CREDIT U	\$0.00	\$0.00	\$0.00	\$420,686.25	\$0.00	\$0.00
HUNTINGTON BANK	\$0.00	\$0.00	\$0.00	\$0.00	\$5,351,345.43	\$0.00
MULTI BANK SECURITIES	\$0.00	\$0.00	\$0.00	\$2,950,000.00	\$0.00	\$2,000,000.00
TOTALS:	\$0.00	\$0.00	\$0.00	\$8,044,207.37	\$15,393,865.60	\$6,601,405.06

GRAND TOTAL: \$30,039,478.03

50% RULE (NON COMM PAPER - COMM PAPER) : \$30,039,478.03

AVERAGE INTEREST : 1.9726

Attachment: July 2020 Investment Report (4841 : July 2020 Investment Report)

REPORT DATE: 07/24/20

Purchase Amount		Institution Name	Agent	Rate	Days	Date Pur.	Date Due	Interest Due	Daily Int.	CUSIP
\$2,626,718.73	M-3	MI Class - Sewer Savings	CUT - MM	0.45	90	05/02/20	07/31/20	\$2,955.06	\$32.83	
\$26,403.37	M-3	MI Class - Fire Cap Proj	CUT - MM	0.45	90	05/02/20	07/31/20	\$29.70	\$0.33	
\$3,709,549.69	M-3	MI Class - Pooled	CUT - MM	0.45	90	05/02/20	07/31/20	\$4,173.24	\$46.37	
\$531,890.97	M-3	Flagstar - Pooled	FLAG - M	0.21	90	05/02/20	07/31/20	\$279.24	\$3.10	
\$2,332,752.12	M-3	ELGA CU - Sewer	ELGA - M	0.6	90	05/02/20	07/31/20	\$3,499.13	\$38.88	
\$815,205.29	M-3	Chase Earnings Credit	CHS - MM	0.25	90	05/02/20	07/31/20	\$509.50	\$5.66	
\$4,776,760.19	M-3	Huntington Earnings Credit	HUNT - M	0.25	90	05/02/20	07/31/20	\$2,985.48	\$33.17	
\$499,884.26	M-3	Huntington SP Assessment E	HUNT - M	0.25	90	05/02/20	07/31/20	\$312.43	\$3.47	
\$74,700.98	M-3	Huntington - Sewer Earnings	HUNT - M	0.25	90	05/02/20	07/31/20	\$46.69	\$0.52	
\$1,518,000.00	M-1	JP Morgan Chase Step - Pool	CO - CD	2.35	375	07/31/19	08/09/20	\$37,159.38	\$99.09	48128HX37
\$265,000.00	M-1	FHLB - Sewer	CO - TB	2.86	358	08/22/19	08/14/20	\$7,536.89	\$21.05	3130AGVH5
\$500,000.00	M-1	JP Morgan Chase - Pool	CO - CD	2.25	365	09/15/19	09/14/20	\$11,406.25	\$31.25	48128H6V5
\$500,000.00	M-1	JP Morgan Chase - Pooled	CO - CD	2.4	365	10/16/19	10/15/20	\$12,166.67	\$33.33	48128LCQ0
\$500,000.00	M-1	JP Morgan Chase - Pooled	CO - CD	3.25	365	11/29/19	11/28/20	\$16,475.69	\$45.14	48128LKF5
\$270,521.12	M-1	Flagstar Bank - Local Streets	FLAG - C	1.65	365	12/11/19	12/10/20	\$4,525.59	\$12.40	
\$420,686.25	M-1	FRANKENMUTH C/U SEWE	FCU - CD	2.47	1096	03/12/18	03/12/21	\$31,634.67	\$28.86	
\$250,000.00	M-1	Wells Fargo 5yr Pool	MBS - CD	1.75	1826	06/17/16	06/17/21	\$22,190.97	\$12.15	9497485W3
\$340,000.00	M-1	Chase SWR - Call	MBS - CD	1.45	1826	07/15/16	07/15/21	\$25,006.06	\$13.69	48125Y5N0
\$250,000.00	M-1	WELLS FARGO BK - SWR	MBS - CD	3.5	1834	12/20/18	12/28/23	\$44,576.39	\$24.31	949763WAO
\$250,000.00	M-3	Wells Fargo - Pooled	MBS - CD	3.1	1825	02/13/19	02/12/24	\$39,288.19	\$21.53	949763XQ4
\$250,000.00	M-1	Wells Fargo - Pooled	CO - CD	3.1	1826	02/13/19	02/13/24	\$39,309.72	\$21.53	949763XQ4
\$158,124.71	M-2	Great Lakes Water Bonds - P	CO - TB	4.27	1564	03/20/20	07/01/24	\$29,333.36	\$18.76	39081HAA0
\$505,000.00	M-1	JP Morgan Chase - Sewer	MBS - CD	1	1825	06/12/20	06/11/25	\$25,600.69	\$14.03	48128UDX4
\$515,000.00	M-1	JP Morgan Chase - Pooled	MBS - CD	1	1825	06/12/20	06/11/25	\$26,107.64	\$14.31	48128UDX4
\$344,689.58	M-2	Schoolcraft College - Pooled	CO - TB	2.67	2598	03/20/20	05/01/27	\$66,416.51	\$25.56	807874BS0
\$2,000,000.00	M-1	FFCB - Pooled	MBS - TB	1.05	2922	06/22/20	06/22/28	\$170,450.00	\$58.33	3133ELM35
\$635,000.00	M-1	JP Morgan Chase - Sewer	CO - CD	1.6	3106	05/29/20	11/29/28	\$87,658.22	\$28.22	48128UDK2

Attachment: July 2020 Investment Report (4841 : July 2020 Investment Report)

REPORT DATE: 07/24/20

Purchase Amount		Institution Name	Agent	Rate	Days	Date Pur.	Date Due	Interest Due	Daily Int.	CUSIP
\$500,000.00	M-1	JP Morgan Chase Bank - Pool	CO - CD	2.1	3653	02/14/20	02/14/30	\$106,545.83	\$29.17	48128LF87
\$340,000.00	M-1	First Natl Bank - Sewer	MBS - CD	1.5	3650	03/27/20	03/25/30	\$51,708.33	\$14.17	32110YPPF6
\$250,000.00	M-2	Kent MI Hosp Fin Auth - Sewe	CO - TB	2.78	3798	02/20/20	07/15/30	\$73,322.50	\$19.31	490580ES2
\$1,824,445.61	M-2	Northern MI Univ Bonds - Poo	CO - TB	4.31	4263	03/30/20	12/01/31	\$931,152.95	\$218.43	665398LU5
\$500,000.00	M-1	JP Morgan Chase - Pooled	MBS - CD	2.3	4368	01/15/20	12/31/31	\$139,533.33	\$31.94	48128LWK1
\$263,231.57	M-2	Eastern MI Univ Bonds - Pool	CO - TB	2.84	4354	03/30/20	03/01/32	\$90,415.36	\$20.77	276731ZP4
\$305,677.85	M-1	Coldwater Electric Utility Bond	CO - TB	3.71	7184	06/01/20	02/01/40	\$226,308.94	\$31.50	193126HL6
\$18,073.75	M-1	Coldwater Electric Utility Bond	CO - TB	3.24	7184	06/01/20	02/01/40	\$11,685.76	\$1.63	193126HL6
\$422,161.99	M-2	Romeo MI Comm Sch - Poole	CO - TB	2.31	8067	03/30/20	05/01/42	\$218,524.77	\$27.09	776134QB7
\$750,000.00	M-2	Port Huron GO Bond - Pooled	CO - TB	3.017	9049	05/22/20	03/01/45	\$568,767.35	\$62.85	734336WP1
\$30,039,478.03								\$3,129,598.48	\$1,144.73	

Attachment: July 2020 Investment Report (4841 : July 2020 Investment Report)



Burton City Council
4303 S. Center Road
Burton, MI 48519

Meeting: 08/03/20 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Racheal Boggs
Department Head: Racheal Boggs

L.1

ADOPTED

AGENDA ITEM (ID # 4850)

DOC ID: 4850

Approve and authorize the payment of Attorney Billing (Doyle) 7/14/20 to 7/27/20 in the amount of \$4556.50.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley



ADOPTED

AGENDA ITEM (ID # 4854)

DOC ID: 4854

Approve and authorize the Mayor's appointment of Neil Martz, 5103 E. Atherton Road., Burton, MI 48519 to City of Burton Planning Commission, term serving August 2020 through August 2023.

COMMENTS - Current Meeting:

Mr. Wells stated Mr. Martz is a great fit for the Planning Commission. He touches all the basis as far as someone who knows all about the City of Burton.

ATTACHMENTS:

- Neil Martz- Planning letter of interest (PDF)
- Neil Martz - Residency letter (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Gregory Fenner, Vice President
SECONDER:	Danny Wells, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

JUL 15 2020

DEAR MAYOR HASKINS

MY NAME IS NEIL MARTZ AND HAVE RESIDED IN THE CITY OF BURTON FOR OVER 45 YEARS. I GRADUATED FROM ATHERTON HIGH SCHOOL IN 1972 AND AFTER GRADUATING ATTENDED THE UNIVERSITY OF MICHIGAN IN ANN ARBOR FOR 5 YEARS.

IN 1998 I WAS HIRE BY THE CITY OF BURTON AND SERVED AS THE DEPUTY PLANNING OFFICIAL FOR ABOUT 9 YEARS. FROM THERE I BECAME THE BUILDING, ZONING AND PLANNING OFFICIAL FOR GRAND BLANC TOWNSHIP FOR 12 YEARS.

I TOOK A 3 YEAR LEAVE FROM MUNICIPAL EMPLOYMENT TO BECOME MANAGER OF DEVELOPMENT AND COMMERCIAL CONSTRUCTION FOR OAK RIDGE BUILDERS IN GRAND BLANC.

LATER WORKED FOR CLAYTON TOWNSHIP, CITY OF BURTON AND THE VILLAGE MILLINGTON UNTIL I RETIRED FROM GENESEE COUNTY DIVISION OF WATER AND WASTE SERVICES WHERE I WAS MANAGER OF PERMITS AND CONSTRUCTION ALONG WITH THE GENESEE COUNTY ENFORCING AGENT FOR EROSION AND SEDIMENTATION CONTROL FOR 11 YEARS.

I NOW WISH TO GIVE BACK AND SERVE MY COMMUNITY AS A MEMBER OF THE CITY OF BURTON PLANNING COMMISSION

Neil Martz

1/27/20

DEAR BURTON CITY COUNCIL MEMBERS

I AM DRAFTING THIS LETTER TO CLEAR UP THE ISSUE OF WHERE I RESIDE WITHIN THE CITY OF BURTON.

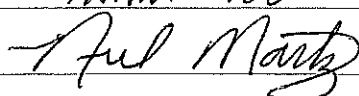
WHEN I REAPPLIED FOR THE APPOINTMENT TO THE DOWNTOWN DEVELOPMENT I LIVED AT 1441 ALLEN ST, AND HAVE RESIDED THERE FOR OVER FIVE YEARS.

IN NOVEMBER OF 2019 I PURCHASED A HOME AT 5103 E. ATHERTON RD AND MOVED THERE SHORTLY AFTER THE PURCHASE OF THE HOME, I LIVE THERE TODAY.

THE HOUSE ON ALLEN STREET AND ANOTHER ON SLOTTWOOD ARE STILL OWNED BY ME AND ARE OCCUPIED.

I HOPE THIS INFORMATION WILL HELP IN MY CONSIDERATION FOR PLACEMENT ON THE PLANNING COMMISSION.

CC: MAYOR
CLERK

THANK YOU

NEIL MARTZ

Attachment: Neil Martz - Residency letter (4854 : Planning Commission Appointment)



ADOPTED

AGENDA ITEM (ID # 4857)

DOC ID: 4857

Approve and authorize the Mayor's appointment of Erica Edgington, 2123 Crestline Drive., Burton, MI 48509 to City of Burton Planning Commission, term serving August 2020 through August 2023.

COMMENTS - Current Meeting:

Mr. Wells stated I don't know Ms. Edgington's well but her resume is outstanding. I will be voting yes.

ATTACHMENTS:

- Edgington Letter of Interest- Planning (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Danny Wells, Councilman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

Erica Edgington
2132 Crestline Drive
Burton, MI 48509
(810) 869-8417
Erica.D.Edgington@gmail.com

July 24, 2020

Dear Mayor Haskins, and Members of the Burton City Council,

I am interested in becoming a member of the City of Burton Planning Commission and ask that you consider me for one of the current vacancies. I am no stranger to the City of Burton having been born and raised here. I chose to purchase my home here, and raise and educate my children here. I am serious in my commitment to the City of Burton

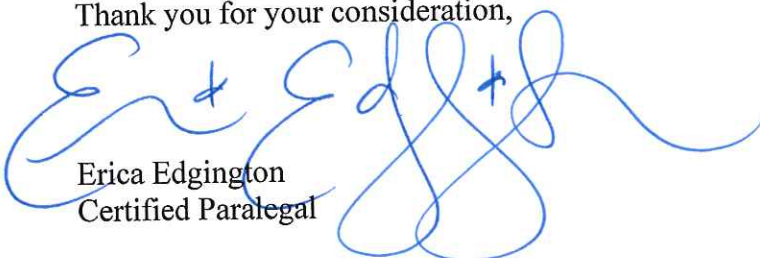
As an interested member of our community, I would like to volunteer my time, skills, and talents to assist in planning the future of our City. I am employed fulltime as a Certified Paralegal, and received my education from the University of Michigan-Flint. I am experienced in research, deciphering laws and ordinances, and as a paralegal I have prepared and submitted my fair share of Applications for Site Plan Review, Special Use Permits, engineering plans, and other supporting documents to various Planning Commissions and I would very much like to be involved in the other side of that for my own City.

What has piqued my interest in seeking appointment to the Planning Commission is my desire to serve the City. It is my home. My experience as a paralegal and my knowledge of the City that I acquired over the years has cemented my resolve to be an active participant. These experiences have provided me the opportunity to better understand that we can manage growth in such a way that development will not adversely affect the public health or safety, and will promote a positive image of the City of Burton.

I respectfully request your support in being appointed to the City of Burton Planning Commission.

I would be happy to provide my resume and references.

Thank you for your consideration,



Erica Edgington
Certified Paralegal

Attachment: Edgington Letter of Interest- Planning (4857 : Planning Commission Appointment)



ADOPTED

AGENDA ITEM (ID # 4859)

DOC ID: 4859

Approve and authorize the Mayor's appointment of Kenneth Gay, 1203 E. Bristol Road Apt # 5., Burton, MI 48529 to City of Burton Planning Commission, term serving August 2020 through August 2023.

COMMENTS - Current Meeting:

Mr. O'Keefe stated Mr. Gay is a retired Bentley School Teacher and Coach. I have known him for three decades and he is a good stand up guy. I will be voting yes.

Mr. Heffner agrees.

ATTACHMENTS:

- Ken Gay- Planning Application (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley



JUL 29 2020

City of Burton
4303 S. Center Road
Burton, MI 48519
810-743-1500
www.burtonmi.gov

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

NAME: GAY KENNETH R.
(Please Print) (Last) (First) (Middle Initial)

HOME ADDRESS: 1203 E. BRISTOL RD. APT #5 810-407-1732
(Street) (City/Zip) (Phone)

EMAIL ADDRESS: KGAY5169@ATT.NET

HOW LONG HAVE YOU LIVED IN BURTON? 60 yrs. ARE YOU A U.S. CITIZEN? Yes

DO YOU WORK IN BURTON? NO LENGTH OF TIME EMPLOYED IN BURTON: 33 years

If you work in Burton, please list the name and address of the business:

Bentley Community Schools (Retired) 33 years
(Business Name) (Number/Street) (Phone)

PLEASE LIST WHICH BOARD/COMMISSION YOU ARE INTERESTED IN: Planning Commission

WHAT SPECIALTIES/EXPERIENCE/EDUCATION DO YOU BRING TO THIS BOARD/COMMISSION:
(Attach additional sheet if necessary)

I am a life long Burton resident and taught at one
year of the Burton H.S. for 30 plus years. I also
graduated from Bendle H.S. Class of 1969

LIST ANY CIVIC/COMMUNITY ACTIVITIES THAT ARE YOU INVOLVED IN:
(Attach additional sheet if necessary)

Voter for AT Bentley Schools
Help with the Bendle Senior Exst interviews last spring
I also coached basketball & football at the HS. level for
30 years.

Please return this form to the City Clerk's Office at the above address for processing. This information will be provided to the City Council, on a public agenda, for the use in making appointment to the various Boards and Commissions at the City Council Meeting.

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Ken Gay
(Signature)

7-29-20
(Date)



ADOPTED

AGENDA ITEM (ID # 4862)

DOC ID: 4862

**Approve and authorize the Mayor's re-appointment of
Thomas Gorang, 6231 Willowdale Court Burton, MI 48509 to
the City of Burton Planning Commission, term serving
August 2020 through August 2023.**

ATTACHMENTS:

- Tom Gorang- Planning Application 7-22-20 (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Vaughn Smith, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley



City of Burton
4303 S. Center Road
Burton, MI 48519
810-743-1500
www.burtonmi.gov

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

NAME: GORANG, THOMAS D.
(Please Print) (Last) (First) (Middle Initial) 48509
HOME ADDRESS: 6231 WILLOWDALE CT., BURTON, MICH.
(Street) (City/Zip) (Phone) HOME: 810-743-2284
EMAIL ADDRESS: tomgorang@aol.com CELL: 810-845-8331

HOW LONG HAVE YOU LIVED IN BURTON? 23 yrs ARE YOU A U.S. CITIZEN: YES
RETIRED Supt. of Schools: Atherton Comm. Sch.
DO YOU WORK IN BURTON? 1 LENGTH OF TIME EMPLOYED IN BURTON: 5 YEARS
BEFORE RETIREMENT

If you work in Burton, please list the name and address of the business:

RETIRED Supt. of Schools: Atherton Comm. Sch. - Burton, Mich.
(Business Name) (Number/Street) (Phone)

PLEASE LIST WHICH BOARD/COMMISSION YOU ARE INTERESTED IN: RE-APPOINTMENT TO
BURTON PLANNING Commission

WHAT SPECIALTIES/EXPERIENCE/EDUCATION DO YOU BRING TO THIS BOARD/COMMISSION:
(Attach additional sheet if necessary)

PLEASE REVIEW ATTACHED "RESUME" OF
THOMAS D. GORANG

LIST ANY CIVIC/COMMUNITY ACTIVITIES THAT ARE YOU INVOLVED IN:
(Attach additional sheet if necessary)

PLEASE REVIEW ATTACHED TO RESUME:
"CIVIC/COMMUNITY ACTIVITIES" OF THOMAS D. GORANG

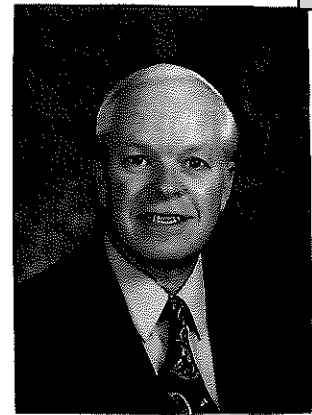
Please return this form to the City Clerk's Office at the above address for processing. This information will be provided to the City Council, on a public agenda, for the use in making appointment to the various Boards and Commissions at the City Council Meeting.

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Thomas D. Gorang JULY 22, 2020
(Signature) (Date)

RESUME'
THOMAS D. GORANG

6231 Willowdale Court, Burton, Michigan 48509
Home Phone: 810-743-2284 Cell Phone: 810-845-8331



EDUCATION

Degree	Date	Institution	Major Study
ED.S	1975	Central Michigan University	Educational Administration
M.A.	1969	Central Michigan University	General Ed. Administration
B. S.	1967	Central Michigan University	Biology/Sociology

PROFESSIONAL/WORK EXPERIENCE

1/01-Current:	Allen's Funeral Home, Davison, Mich.(Part Time Employee and Driver)	
8/02-1/03	Administrator/Supt. Of Schools (Interim)	Woodland Park Academy
5/01-8/01	Superintendent of Schools (Interim)	Mid Mich. Public Sch. Academy
8/00-11/00	Superintendent of Schools (Interim)	Durand Area Schools
1995-2000	Superintendent of Schools (Retired)	Atherton Community Schools
1882-1995	Superintendent of Schools	Frankfort/Elberta Area Schools
1977-1982	Principal and Curriculum Director	Merrill Community Schools
1973-1977	Assistant Principal/Athletic Director	Breckenridge Comm. Schools
1970-1973	Teacher/Curriculum Coordinator	Marion Public Schools
1967-1969	Teacher/Student Activities Advisor	Clare Public Schools

Thomas D. Gorang

CIVIC/COMMUNITY ACTIVITIES (Current and Past Involvement)

Current Member of Burton Planning Commission

Member of City of Burton Salary Committee

Received “Key to the City of Burton” by past Mayor of Burton for community and event involvement

Burton Paint for Pride Community Service

Burton Educator of the Year Awards Program

Member and Past President of Burton Rotary Club and Board of Directors Member

Assistant Governor for Rotary District 6330

Burton Rotarian of the Year 1999-2000

Burton “Good Scout Award” recipient

Past committee member of the Successful Millage Campaign for the Burton police department

Burton Chamber of Commerce Member/Past Director

Grand Marshall: Burton City Memorial Parade

Burton Community Health Advisory Board

Burton Community Leadership Council

Athletic, Band Club, and Summer Athletic Events

Boy Scouts Tall Pines Council Sponsor (I am a Eagle Scout)

Past Officer in the United States Army

Local Bowling Club Captain

St. John Church Men’s Club Member and Past President

Past United Way Fund Campaign Captain

American Red Cross Blood Donor Program

CERTIFICATION

Michigan Public School Administrative Certification

North Central Association of College/Secondary Schools Administrative Certification

Michigan Secondary Permanent Teaching Certification

PROFESSIONAL WRITINGS

“A Study of Disciplinary Action Toward Disruptive Students in Public Schools of the Central Michigan Area” Educational Specialist Field Study: Central Mich. Univ.

Woodland Park Academy, Mid Mich Public School Academy, Durand Area Schools, and Frankfort/Elberta Area Schools writings included various articles for the district newsletters, “Notes from the Office” (a summary of the board of education activities, professional communications and correspondence to members of the board of education, staff, students and community), local press releases, articles for the Genesee and the Shiawassee Intermediate School Districts on superintendents committee assignments and responsibilities, articles for the Annual Education Report, bond issue and millage election literature, as well as professional communications and correspondence to members of the board of education, staff, students, and community.

REFERENCES FURNISHED UPON REQUEST



ADOPTED

AGENDA ITEM (ID # 4842)

DOC ID: 4842

Approve and authorize the Mayor and City Clerk to execute a contract with Chippewa Asphalt Paving Co., P.O. Box 515, 2415 E. Vienna Rd., Clio MI, 48420 for the resurfacing of parking lots at the DPW and Burton Senior Center in accordance with their low responsive sealed bid of \$90,375.30.

COMMENTS - Current Meeting:

Mr. Heffner would like to commend the administration. I do not know how you got an asphalt company during this time of year. Everyone I know is booked for the season. You did a great job on this.

ATTACHMENTS:

- 2020LOTREPAIR (4) (DOC)
- 2020 Parking Lots bidtab (XLS)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Danny Wells, Councilman
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, O'Keefe, Heffner, Wells, Smith, Fenner, Conley

CITY OF BURTON, MICHIGAN

**2020
PARKING LOT REPAIRS
(Senior Center and DPW South Lot)**

DUANE HASKINS, MAYOR

SPECIFICATIONS AND CONTRACT DOCUMENTS

Prepared By:

CITY OF BURTON
DEPARTMENT OF PUBLIC WORKS
4093 MANOR DRIVE
BURTON, MI 48519
PHONE (810) 742-9230

Attachment: 2020LOTREPAIR (4) (4842 : Parking Lot Repaving (DPW/Senior Center))

INDEX

<u>TITLE</u>	<u>PAGE NO.</u>
ADVERTISEMENT	AD-1 - AD-2
INSTRUCTIONS TO BIDDERS	IB-1 – IB-8
SPECIAL PROVISIONS.....	SP-1
BID BOND	BB-1 – BB2
PROPOSAL	P-1 – P-4
LEGAL STATUS OF BIDDER.....	LSB-1
CONTRACT	C-1 – C-2
PERFORMANCE BOND.....	PB-1
PAYMENT BOND	PAB-1 – PAB-2
INSURANCE.....	INS-1 – INS-4
NOTICE OF AWARD.....	NA-1

ADVERTISEMENT

2020 PARKING LOT REPAIRS

RECEIPT OF PROPOSALS

Sealed bids for Parking Lot Repairs are invited and will be received by the City of Burton, a Michigan Governmental Corporation (hereinafter referred to as the Owner), at the Burton City Hall, 4303 S. Center Rd., Burton, Michigan, not later than **10:00 a.m.** local time on Tuesday, **July 21, 2020.** Immediately thereafter all bids received will be publicly opened and total prices read aloud in the Council Chambers. Alternatively, the bid opening may be held via virtual electronic means should the City of Burton's and/or the State of Michigan's Emergency Orders regarding the COVID-19 pandemic so require. If City Hall remains closed to the public, information regarding accessing a virtual bid opening will be posted at Burton City Hall and on the City's website www.burtonmi.gov.

A copy of Contract Documents are on file for inspection at City of Burton Purchasing Department, 4303 S. Center Road, Burton, MI or can be requested by sending an email to: r.hayman@burtonmi.gov.

Any bid received after the time and date specified will not be considered.

GENERAL DESCRIPTION OF WORK

Edge mill and HMA overlay OF Burton Senior Center and DPW South parking lots, including associated pavement repair, curb repair, traffic control and pavement markings.

OBTAINING CONTRACT DOCUMENTS

Persons desiring to bid this work may Contract Documents, Specifications and Proposal Form upon request at:

City of Burton
Department of Public Works
4093 Manor Dr.
Burton, MI 48519
(810) 742-9230

A general marking plan is also available at the above address, or may obtained by emailing a request to Peter Wingblad at p.wingblad@burtonmi.gov.

PROPOSAL GUARANTEE

Each proposal submitted to the Owner shall be accompanied by a Proposal Guarantee in the form of a certified check, cashier's check, money order or bid bond in an amount not less than 5% of the total base bid. Proposals submitted without a proposal guarantee will not be read at the bid opening. If a bidder is given a Notice of Award and fails to execute the contract within fifteen (15) calendar days after the Notice, they shall forfeit all claims to the contract, and the Proposal Guarantee shall be forfeited.

SUBMITTING PROPOSAL

A bid on this project shall only be submitted on the proposal form furnished with the Contract Documents. All proposals shall comply with the conditions listed in the Contract Documents.

ACCEPTANCE OF PROPOSAL

The right is reserved by the Owner to waive any informality in bids, to reject any or all bids, or accept any bid or combination of bids, which is considered most favorable to the Owner. The Owner may also adjust any work item quantities without adjustment of the bid unit price.

WITHDRAWAL OF PROPOSAL:

No bid shall be withdrawn after the opening of proposals without the consent of the Owner for a period of ten (10) days after the bid closing. The bids of the two lowest Bidders shall not be withdrawn after the opening of proposals without the consent of the Owner for a period of sixty (60) days after the bid closing.

INSTRUCTIONS TO BIDDERS

2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION, M.D.O.T.

All construction shall meet the requirements of the “Michigan Department of Transportation (M.D.O.T.) 2012 Standard Specifications for Construction” and the latest edition of the “M.D.O.T. Road Standard Plans” unless these specifications and plans are modified by the supplemental specifications, special provisions, or construction drawings. Supplemental specifications, special provisions, and construction drawings shall take priority over M.D.O.T. standard specifications and plans.

INCIDENTAL ITEMS OF CONSTRUCTION

It is intended that all work necessary to complete this project shall be included in the items listed in the proposal. Any other work not specifically listed in the proposal, but necessary to complete the project as required by the drawings and specifications shall be considered as incidental to the project, whether or not said work is specifically mentioned on the drawings or in the specifications. No additional compensation will be due the Contractor for any work not listed on the proposal, unless otherwise approved by the Owner.

PREPARATION OF PROPOSAL

A bid on this project shall be made only on the proposal form furnished by the project specifications and included in this document. A proposal may be rejected if it does not contain a price for every item named in the proposal.

Bidders are warned against making any erasures or alterations of the proposal. Any proposal, which contains omissions, erasures, conditions, alterations, or additions not called for, may be rejected at the discretion of the Owner. The person signing the proposal must initial each erasure or change.

Proposals shall not be removed from the bound document. Each proposal shall be submitted in a sealed envelope clearly identifying the project and the name and address of the bidder.

SIGNING OF PROPOSALS

If the Bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth together with the signatures of all the partners. If the Bidder is an individual, his signature shall be inscribed. If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of attorney shall be on file with the Owner prior to opening bids; otherwise the bid may be disregarded as irregular and unauthorized. If the Bidder is a corporation, then it shall attach a resolution of its board showing the authority of the person authorized to sign the contract.

DELIVERY OF PROPOSALS

All proposals shall be delivered by the time and to the place stipulated in the advertisement. It is the sole responsibility of the Bidder to see that his proposal is received by the Owner prior to the scheduled time for opening proposals. Any proposal received after the said time for opening proposals shall be returned to the Bidder unopened.

All proposals shall be delivered to the Owner in sealed envelopes. The outside of the envelope containing the bid shall bear the name of the Bidder, his address, his license number if applicable, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Owner. If being hand-delivered, contact City Hall at (810) 743-1500 Ext. 1102 prior to delivery to ensure it is open.

Submit bids to the following address:

Burton City Hall
Attn: Rik Hayman
4303 S. Center Road
Burton, MI 48519

CONSIDERATION OF PROPOSALS

The proposals received will be compared on the total base bid. In case of discrepancy between the total base bid shown in the proposal and that obtained by adding the products of the quantities of items and the unit prices, the unit prices as contained in the proposal shall govern, and any errors found in said products and in the addition of said products will be corrected.

REJECTION OF PROPOSALS

Proposals may be rejected if the Bidder fails to fill in any unit prices or if the unit prices are prepared in pencil. The Owner reserves the right to reject a proposal that does not comply with all the requirements of this document or any other documents; however, he may waive any minor defects or informalities at his discretion. Bidders who submit qualifying letters with their proposals may be disqualified at the Owners discretion. The Owner further reserves the right to reject any or all proposals. Collusion between Bidders shall be sufficient cause for the rejection of all proposals affected thereby.

WITHDRAWAL OF PROPOSALS

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No bid shall be withdrawn after the opening of proposals without the consent of the Owner for a period of ten (10) days after the bid closing. The bids of the two lowest Bidders shall not be withdrawn after the opening of proposals without the consent of the Owner for a period of sixty (60) days after the bid closing. Should there be reasons why the contract cannot be awarded within this specified period, the bid hold period may be extended by mutual agreement between the Owner and Bidder.

BASIS OF BIDS

Bids are solicited on the basis of unit prices for work complete, as provided for and described in the bid proposal form. The preliminary estimates of quantities indicated, although given with as much accuracy as is practicable, are to be regarded as approximate only, and are for the general guidance of the Bidders as a basis upon which the different bids may be compared. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents.

The failure of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation with respect to his bid. Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the site and review of the drawings and specifications including addenda. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done. The contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risk or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

INCREASE OR DECREASE IN QUANTITIES

The Owner reserves the right to increase or decrease the contract quantities without affecting the unit price of the item of work.

INTERPRETATION OF CONTRACT DOCUMENTS

Each Bidder shall carefully examine the proposal forms, construction drawings, and project specifications and shall visit and inspect the site of the proposed work and take such other steps as may be reasonably necessary in order to ascertain the nature and location of the proposed work, the general and local conditions which may affect the work or the cost thereof, and all other relevant matters concerning the work to be performed. Before submitting a proposal, each Bidder shall personally make his own determination as to the soil conditions and sub-soil conditions in the area of the proposed work. Each Bidder shall be held to have determined to his own satisfaction the conditions he will encounter in the construction of the work, including sub-soil conditions, and he shall be prepared to complete the work in whatever material and under whatever conditions he may encounter or create without extra cost to the Owner.

Prospective Bidders shall be responsible for verifying the accuracy of all measurements, methods of fabricating and constructing, and all other details, which have been, specified in the contract specifications and on the contract drawings.

Failure of the Bidder to make these examinations will not relieve him of the responsibility of properly estimating the cost of or the difficulty of successfully performing the proposed work, and no claims for additional compensation will be allowed or entertained by reason of said failure on the part of the Bidder.

The submission of a bid constitutes an affirmative representative by the Bidder that he has complied with every requirement of the “Instructions to Bidders”, that he has carefully examined the site, the soils, all addenda and the contract documents and construction drawings, and that he has independently formed a judgment that the contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

PERMITS

The Contractor shall secure and pay for all permits and licenses required for the project.

LAWS AND REGULATIONS

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

TIME OF COMPLETION

The successful Bidder will be required to complete all work within the schedule specified in the proposal.

BIDDER’S QUALIFICATIONS

Contractors not currently pre-qualified with the Michigan Department of Transportation shall submit qualification letters to the City of Burton prior to submitting their bids. Upon review of these qualification letters, Bidders may be disqualified at the City’s discretion. No proposal will be considered from any Bidder unless known to be skilled and regularly engaged in work of a character similar to that covered by these plans and specifications. In order to aide the Owner in determining the responsibility of any Bidder, the Bidder shall include within his letter of qualifications, evidence satisfactory to the Owner of the Bidders experience and familiarity with the work of the Character specified herein. The evidence requested shall, without being limited thereto, include the following:

1. The Bidder’s performance record with a list of work of similar character and proportions which he has constructed, including the name, address, and telephone number of the Owner, date built and construction cost.
2. A tabulation of work of similar type now under contract, including location, description, size, required date of completion, and current percentage of completion of each job.
3. An itemized list of Bidder’s equipment available for use on the proposed project.
4. A list of major parts of the work, which are proposed to be sublet.
5. Such other information as will satisfy the Owner that the Bidder is qualified and capable of fulfilling the contract.

DISQUALIFICATION OF BIDDERS

A previous failure on the part of any Bidder to perform a contract satisfactorily for lack of experience, equipment, or necessary capital will be sufficient cause for disqualification. Should it be discovered that a prospective Bidder has intentionally misled or deceived the Owner by falsifying or withholding information on previous job performances in order to gain acceptance, he shall be disqualified from bidding on this project or any future projects.

AWARD OF CONTRACT

The Owner proposes to award a contract for this improvement to the lowest responsive responsible Bidder within a period of sixty (60) days after the opening of bids. The bid security received of all Bidders except the bid security submitted with the two lowest acceptable proposals will be returned within ten (10) days following the bid opening. The bid security of the two lowest acceptable proposals will be returned after the Owner has made an award to the successful low Bidder, and the required bonds, insurances, and agreement have been executed by the low Bidder and returned to the Owner.

The successful Bidder shall within fifteen (15) consecutive calendar days after receiving notice of the acceptance of his proposal by the Owner, enter into contract, in the appropriate form, to furnish all labor, materials, tools, and construction equipment necessary for the full and complete execution of the work at and for the prices contained in his proposal, and he shall furnish to the Owner, such surety in the amount of ten (10%) of the total project cost for the faithful performance of such contract and for payment of all materials used in the work and for all labor expended thereon and for the maintenance and guarantee of his work, and shall provide the Owner with such insurance certificates and policies as are prescribed in the Insurance Section of the Specifications.

LENGTH OF CONTRACT

Once executed, the terms and conditions of the 2020 Parking Lot Repairs Contract shall be in full force and effect from date of Notice of Award for a period of forty-five (45) calendar days. All contract work must be completed in its entirety and opened to traffic within the forty-five (45) days. Failure to complete all contract work within the specified forty-five (45) days will result in the Contractor being assessed liquidated damages. Additional time may be allowed for Turf Establishment. The Contractor has until November 1, 2020 to meet the specifications associated with turf establishment.

The successful Bidder will be required to submit a construction schedule to the Owner indicating the dates of completion of the various items of work. This schedule, when approved by the Owner, will become a part of the contract documents.

EQUAL EMPLOYMENT OPPORTUNITY

The successful bidder or supplier must have an approved Equal Employment Opportunity Plan (EEOP) file with the City of Burton before a contract or purchase order can be executed. The EEOP must be prepared on forms available from the City of Burton Personnel Office. EEOP, when approved, are valid for three (3) years. The EEOP must contain and conform to the following elements.

**CITY OF BURTON
GENESEE COUNTY, MICHIGAN**

RESOLUTION

At a regular Council Meeting of the Burton City Council held on the 7th day of July, A.D., 1980, IT WAS RESOLVED, by City Council of the City of Burton that:

1. Every construction contract executed by the City of Burton or by the contracting agent must contain express terms as follows:

a. That the rates of wages and fringe benefits to be paid to each class of construction mechanics by the contractors and all of his subcontractors, on the project which is the subject of the contract, shall not be less than the wages and fringe benefits currently prevailing within the City of Burton.

b. That the contractor and all of his subcontractors shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, national origin, ancestry, sex or age.

c. Residency: Any contractor or employer of construction employees on projects covered by this resolution shall, when available, employ a majority of employees residing within the geographical areas of Genesee, Lapeer, or Shiawassee Counties, State of Michigan.

2. Each contracting agent, before awarding any contract, shall determine the schedule of prevailing wages and fringe benefits for all classes of construction mechanics called for in the contract. Such wages and fringe benefits shall be those prevailing in the City of Burton, on projects of a character similar to that being contracted under collective agreements or understandings between bona fide organizations of construction mechanics and their employers. Such agreements and understandings, to meet the requirements of this section, shall not be controlled in any way by either an employee or employer organization. Such schedule of prevailing rates of wages and fringe benefits shall be made a part of the specifications for the work to be performed.

3. Every contractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in the contract and shall keep an accurate record showing the name and occupation of, and actual wages and benefits paid to, each construction mechanic employed by him in connection with said contract, and provide such records when requested by an interested party or person.

4. If the contractor or subcontractor is in default in the performance of the covenants set forth in paragraph 1 above, the contracting agent shall proceed to enforce said covenants, and upon the failure of the contractor or subcontractor to abide by said covenants, the contracting agent shall proceed with its remedies as provided for by State and Federal law.

5. If any interested party or person may challenge the performance of the contractor or subcontractor of the covenants of paragraph 1 above by filing a written complaint with the contracting agent, the contracting agent shall then conduct an investigation, which may include a public hearing, to determine whether it will proceed as provided in paragraph 4 above.

6. As use herein,

- a. "Contracting Agent" means an officer, board, commission or organization which received directly or indirectly monies or properties from or on behalf of the City of Burton, including without limitation, a lessee or sub-lessee of land owned by the City of Burton.

b. "Contract" means any agreement, as a result of competitive bids or otherwise, for a new construction, alteration, repair, installation, painting, decorating, completion, demolition, conditioning, reconditioning or improvement of public buildings, works, bridges, highways or roads, which is to be performed in the City of Burton and either on City of Burton property or financed by or through the City of Burton.

c. "Construction Mechanic" means any skilled or unskilled mechanic, laborer, worker, helper, assistant, apprentice or driver, but shall not include executive, administrative, professional, office or custodial employees, and shall not include City of Burton employees who are working pursuant to a collective bargaining agreement between said City and a bona fide labor organization.

7. Contracts which contain provisions requiring the payment of prevailing wages as determined by the United States Secretary of Labor pursuant to the Federal Davis-Bacon Act (United States Code, Title 40, Section 276A, et seq.) or which contain provisions requiring the payment of prevailing wages as determined et seq., or which contain minimum wage schedules which are the same as prevailing wages in the locality as determined by collective bargaining agreements or understandings between bona fide organizations of construction mechanics and their employers, are exempt from the provisions of this resolution.

8. Any lease of property owned by the City of Burton shall include a provision that new construction, alteration, repair, installation, painting, decorating, completion, demolition, conditioning, reconditioning or improvement of buildings, works, bridges, highways or roads on such property shall be considered work on public buildings, works, bridges, highways or roads within the meaning of provisions 6(b) of this resolution and that the lessee or any sub-lessee will be bound by the provisions of this resolution.

9. It is the intent of this City Council that every contracting agent shall adopt the preceding paragraphs of this resolution.

10. The City of Burton Controller and the City of Burton Engineer are hereby directed to effectuate this resolution on behalf of this Council within their respective spheres of responsibility.

11. The City Clerk is hereby directed to forward to each City Council member, elected official, agency and department a copy of this resolution and a notation of the adoption of it.

12. If any portion of the resolution is declared illegal, the remainder, so far as practicable, shall remain in full force and effect.

CERTIFICATION

The above resolution was duly adopted by the City Council of the City of Burton at a regular meeting of the City Council, held at City Hall, in the City of Burton at seven o'clock P.M. on July 7, A.D., 1980, in conformance with Act 267 of Public Acts of Michigan 1976 by the following vote:

Ayes: 7

Nays: 0

Dated July 8, 1980

Darene Woodbury
Burton City Clerk

SPECIAL PROVISIONS

City of Burton

Special provision
FOR
PAVT, REM, MODIFIED

Page 1 of 1

a. **Description.** This work shall be done in accordance with sections 204 and 501 of the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction except as modified.

b. **Materials.** None specified.

c. **Construction.** Work includes saw cutting and removal of existing pavement regardless of pavement depth, type, or material (HMA, concrete, soil cement, etc.) to the depth specified on the plans or as directed by the engineer.

The Contractor shall assume ownership of any removed materials and shall dispose of the materials in accordance with sections 204 and 501 of the MDOT 2012 Standard Specifications for Construction.

d. **Measurement and Payment.** The completed work as measured will be paid for at the contract unit price for the following pay item(s).

Pay Item**Pay Unit**

Pavt, Rem, Modified..... Square Yard

The item pf **Pavt, Rem, Modified** includes all labor, materials, and equipment necessary to perform the removal operation as required to complete the work. The area will be measured in square yard after completion of removal.

SP-1

Attachment: 2020LOTREPAIR (4) (4842 : Parking Lot Repaving (DPW/Senior Center))

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto _____ as owner in the penal sum of _____ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 2020.

The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the:

2020 PARKING LOT REPAIRS**NOW THEREFORE:**

- A. If said bid shall be rejected, or in the alternative,
- B. If said bid shall be accepted and the principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of this bid.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)

(Principal)

(Surety)

By: _____ *

SEAL

(Address of Bond Agent)

*Attach Power of Attorney

Attachment: 2020LOTREPAIR (4) (4842 : Parking Lot Repaving (DPW/Senior Center))

PROPOSAL SECTION

Attachment: 2020 LOTREPAIR (4) (4842 : Parking Lot Repaving (DPW/Senior Center))

PROPOSAL

2020 PARKING LOT REPAIRS

This is the PROPOSAL of _____, hereinafter called the Bidder, to the City of Burton, a Michigan Governmental Corporation, hereinafter called the Owner.

The Bidder, having familiarized himself with the local conditions affecting the work, and having examined the contract documents including the Advertisement, Instruction to Bidders, Proposal, Agreement, Bonds, Insurances, Specifications and Addenda, hereby proposes to furnish all labor, materials, tools, equipment, utilities and transportation services, and to perform and fully complete all the work listed on the proposal form and/or described in the contract documents and specifications designated as:

CITY OF BURTON, MICHIGAN 2020 PARKING LOT REPAIRS

SCHEDULE

The successful Bidder will be required to complete all work within the schedule specified below.

All work shall be completed within forty-five (45) days of notice of award.

Attachment: 2020 LOT REPAIR (4) (4842 : Parking Lot Repaving (DPW/Senior Center))

BASE PROPOSAL

Item#	Item	Quantity	Unit Price	Total Price
1	MOBILIZATION	1 LS	\$	\$
2	COLD/EDGE MILL 0 TO 1.5"	2,750	\$	\$
3	PAVEMENT MARKING, 4" YELLOW	1,750 FT	\$	\$
4	PAVEMENT MARKING, 4" BLUE	375 FT	\$	\$
5	PAVEMENT MARKING, HANDICAP SYMBOL	6 EA	\$	\$
6	PAVT, REM, MODIFIED	40 SY	\$	\$
7	CONC BASE COURSE 6"	60 SY	\$	\$
8	DR STRUCTURE ADJUST CASE 1	5 EA	\$	\$
9	HMA 13A	603 TON	\$	\$
10	SIDEWALK REMOVE	16 SY	\$	\$
11	CONCRETE SIDEWALK, 6"	140 SF	\$	\$
12	CURB, R&R	60 FT	\$	\$
13	PAVEMENT CLEANING	1 LS	\$	\$
14	TRAFFIC CONTROL	1 LS	\$	\$
15	TURF ESTABLISHMENT, PERFORMANCE	10 SY	\$	\$
	TOTAL			\$

Attachment: 2020LOTREPAIR (4) (4842 : Parking Lot Repaving (DPW/Senior Center))

The undersigned hereby agrees that if the foregoing proposal shall be accepted by the Owner, he will, within fifteen (15) consecutive calendar days after receiving notice of the acceptance of such proposal, enter into contract, in the appropriate form, to furnish all labor, materials, tools, and construction equipment necessary for the full and complete execution of the work at and for the prices named in this proposal, and he will furnish to the Owner all required insurance certificates and policies, and furnish such surety as shall be approved by the Owner for the faithful performance of such contract and for the payment of all materials used in this work and for all labor expended thereon and for the maintenance and guarantee of his work as shall be approved by the Owner.

The attention of the undersigned is directed to the liquidated damages provision of the contract documents. The undersigned hereby agrees that if this proposal be accepted by the Owner, he will complete the entire work of the contract within the specified number of consecutive calendar days after being notified to proceed, and if the work is not completed in the designated time, the liquidated damages specified shall be deducted from any money due the Contractor.

Project to be opened to traffic throughout construction.

Project shall be to complete all work within the schedule specified in this proposal.

The successful Bidder

The undersigned has attached hereto a (Bid Bond) (Certified Check) in the sum of (\$ _____) as required in the "Advertisement" and the undersigned agrees that in case he shall fail to fulfill his obligations under the foregoing proposal and agreement, the Owner may, at its option, determine that the undersigned has abandoned his rights and interest in such proposal, and that the certified check or bid bond accompanying his proposal has been forfeited to the said Owner, but otherwise, the said certified check or bid bond shall be returned to the undersigned upon the execution of such contract and the acceptance of his bonds and insurances or upon the rejection of his proposal.

The undersigned affirms that in making such proposal neither he nor any company that he may represent, nor anyone on behalf of himself or his company, has directly or indirectly entered into any collusion, undertaking, or agreement with any bidder to maintain the prices of said work, and further affirms that such proposal is made without regard or reference to any other bidder or proposal and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with reference to such bidding.

In submitting this bid it is understood that the right is reserved by the Owner to waive any informality in bids, to reject any or all bids, or accept any bid or combination of bids, which is considered most favorable to the Owner.

The Owner reserves the right to decide which divisions will be constructed under this contract. Once the bids are received, the scope of the work will be decided.

Bidder acknowledges receipt of the following addenda(s):

Dated and signed at _____, State of _____, this _____ day of _____, 20__.

Name of Bidder _____

By: _____

Address: _____

Telephone: _____

Attachment: 2020LOTREPAIR (4) (4842 : Parking Lot Repaving (DPW/Senior Center))

LEGAL STATUS OF BIDDER

A corporation duly organized and doing business under the laws of the State of _____, for whom _____, bearing the official title of _____ whose signature is affixed to this Proposal, is duly authorized to execute contracts.

A partnership, all of the members which, with addresses, are:

An individual, whose signature is affixed to this Proposal.

(The BIDDER shall fill out the appropriate form and strike out the other two)

LSB-1

Attachment: 2020LOTREPAIR (4) (4842 : Parking Lot Repaving (DPW/Senior Center))

AGREEMENT SECTION

Attachment: 2020LOTREPAIR (4) (4842 : Parking Lot Repaving (DPW/Senior Center))

CONTRACT
CITY OF BURTON
GENESEE COUNTY, MICHIGAN

THIS AGREEMENT MADE this ____ day of _____, 20__, by and between the City of Burton, a Michigan Governmental Corporation, herein called the “Owner”, and _____ doing business as _____ (a Corporation) (Partnership) (Individual) and County of _____ and State of _____ hereinafter called the “Contractor”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction designated as:

2020 PARKING LOT REPAIRS

All as shown on the contract documents hereinafter called the project, for the sum of _____ Dollars (\$ _____) and all extra work in connection herewith, under the terms as stated in these contract documents; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendents, labor, bonds, insurances, and all other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the proposal, all in conformance with the contract documents, plans and specifications. All elements of the plans and specifications are hereby made a part of and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in the proposal section by the Owner, and to fully complete the project within said proposal. If a Contractor is awarded more than one contract, the completion time will be as determined under “Instruction to Bidders” with this total contract time applying to all contracts even though separate contracts have been awarded for each project. The Contractor further agrees to pay liquidated damages in accordance with the schedule set forth in the specifications for each consecutive calendar day thereafter for which a project is not completed.

The Owner agrees to pay the Contractor in current funds for the performance of the contract subject to the actual units of work completed by the Contractor.

IN WITNESS WHEREOF: The parties to these present have executed this contract in all counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

WITNESS:

CITY OF BURTON

Duane Haskins, Mayor

Rachel Boggs, City Clerk

CONTRACTOR

Secretary of Corporation

Company Name

Name & Title

Signature

Address

City, State, Zip Code

Note: If Contractor is a Corporation,
secretary should attest. Submit
authorization by Board for signer.

SEAL

Approved as to form: _____
Amanda Doyle, Attorney at Law

Attachment: 2020LOTREPAIR (4) (4842 : Parking Lot Repaving (DPW/Senior Center))

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____, Contractor, as principal, and _____ as Surety, are held and firmly bound unto The City of Burton in the sum of _____ Dollars (\$_____) **equal to one-hundred (100) percent of the overall bid** to be paid to the Owner for which payment well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators and assigned firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, WHEREAS, the said _____, did, on the _____ day of _____, 20____, by articles that date enter into contract with the said Owner for the

2020 PARKING LOT REPAIRS

NOW THEREFORE, if the said Contractor shall save and hold harmless the said Owner from all public liability and damages of every description in connection therewith, shall well and faithfully in all things fulfill the said contract according to all the conditions and stipulations therein contained in all respects, and shall save and hold harmless the said Owner from and against all liens and claims of every description in connection therewith, then this obligation shall be void and of no effect; but otherwise it shall remain in full force and virtue and in the event that said Owner shall extend the time for the completion of said work or otherwise modify elements of the contract in accordance with provisions thereof, such extension of time or modification of the contract shall not in any way release the sureties of this bond.

WITNESS our hands and seals this _____ day of _____, 20____.

WITNESS

	(seal)
	(seal)
	Principal
	(seal)
	(seal)
	Surety

PB-1

Attachment: 2020LOTREPAIR (4) (4842 : Parking Lot Repaving (DPW/Senior Center))

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

A _____

(Corporation, Partnership or Individual)

hereinafter called the "Principal", and _____

(Surety)

of _____, State of _____, hereinafter called the "Surety", are held and firmly bound unto the City of Burton, (a Michigan Governmental Corporation), hereinafter called "Owner", in the penal sum of **equal to one-hundred (100) percent of the overall bid** (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, A.D., 20__.

WHEREAS, the above named Principal has entered into a certain contract with the Owner, dated the _____ day of _____, 20__, a copy of which is attached hereto and made a part hereof for the construction of:

2020 PARKING LOT REPAIRS

AND WHEREAS, this bond is given in compliance with and subject to the provisions and conditions of Public Act No. 213 of the Public Acts of 1963.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the above named Principal, legal representatives or successors shall pay or cause to be paid to all subcontractors, persons, firms, and corporations as the same may become due and payable, all indebtedness which may arise from said Principal to a subcontractor or party performing labor or furnishing materials in connection with the contract, construction, and work herein referred to, then this obligation shall be void; otherwise to remain in full force and effect.

PAB-1

Attachment: 2020LOTREPAIR (4) (4842 : Parking Lot Repaving (DPW/Senior Center))

PROVIDED FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____, 20____.

_____ (seal)

_____ (seal)

Principal

_____ (seal)

_____ (seal)

Surety

Signed, sealed and delivered
in the presence of:

Bonds correct as to form:

Amanda Doyle, City Attorney

Attachment: 2020LOTREPAIR (4) (4842 : Parking Lot Repaving (DPW/Senior Center))

INSURANCE

A. GENERAL

The Contractor shall not begin construction, nor shall he allow any sub-contractor to commence work under this contract until all insurance requirements stated in this section have been complied with.

B. REQUIRED INSURANCE

The Contractor shall procure and maintain during the life of this contract, the following minimum insurance coverages.

1. WORKMEN'S COMPENSATION INSURANCE

The Contractor shall furnish to the Owner satisfactory proof that he has taken out, for the period covered by the work under this contract, full Workman's Compensation Insurance, as required by Michigan law, for all persons which he may employ in carrying out the work contemplated under this contract. In case any work under this contract is sublet, the prime contractor shall require each sub-contractor to provide Workman's Compensation Insurance for all the sub-contractor's employees to be engaged in such work.

The Owner will accept a certificate that the contractor is covered with Workman's Compensation Insurance. The certificate shall include but be not limited to, the policy number, the effective date, the expiration date, and the statement that coverage is provided for the class of employees doing street paving and excavating work. In case any class of employees engaged in street paving is not protected under the Workman's Compensation Insurance policy, the Contractor shall provide, and shall cause each of his sub-contractors to provide, adequate Employers' Liability Insurance for the protection of the employees not so protected. The minimum Employer's Liability Insurance shall be one hundred thousand dollars (\$100,000.00).

2. CONTRACTOR'S COMPREHENSIVE PROPERTY DAMAGE & BODILY DAMAGE

The Contractor shall take out and pay for and maintain until completion of the work required by this contract, public liability and property damage insurance as shall protect him from claim for personal injury and property damage which may arise because of the work, or from operations under this contract. This insurance shall be on an occurrence basis and shall protect the contractor, against liability arising from: his operations, operations of sub-contractors, completed operations and contractual liability assumed under the indemnity provisions hereinafter insured.

Each of said policies of insurance shall provide coverage in the following minimum amounts:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Comprehensive Property Damage	\$500,000 each occurrence \$1,000,000 aggregate
Comprehensive Bodily Damage	\$500,000 each person \$1,000,000 each occurrence Unlimited aggregate

Contractors desiring to use “excess insurance” or “umbrella coverage” to bring existing policies up to the limitations required by this contract shall submit copies of the policy for review by the Owner. A certificate of excess insurance will not be accepted.

The public liability and property damage insurance shall not be deemed to require the Contractor to have his sub-contractors named as co-insureds in his policy of public liability and property damage, but the policy shall protect him from contingent liability, which may arise from operations of his sub-contractors.

3. CONTRACTOR’S MOTOR VEHICLE LIABILITY INSURANCE

The Contractor shall procure and maintain during the life of this contract insurance for the protection of bodily injury and property damage to OTHER persons caused by the operation of his motor vehicles. The limits of liability shall be as follows:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Bodily Injury	\$500,000 each person \$1,000,000 each occurrence
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

In addition to the above insurance on the Contractor’s motor vehicles he shall maintain similar insurance for any hired or non-owned vehicle used on this contract. These policies shall cover, by specific endorsement, motor vehicle bodily injury and property damage by the Contractor and all sub-contractors whether with owned or non-owned vehicles.

4. OWNER'S PROTECTIVE LIABILITY & PROPERTY DAMAGE INSURANCE

The Contractor shall furnish and maintain during the duration of this contract A SEPARATE POLICY of contingency insurance naming the Owner, City of Burton, a Michigan Governmental Corporation, its officers, agents and employees as insureds. The separate policy shall provide coverage to said insureds with respect to all CONTINGENT LIABILITY for damages due to bodily injury, including death resulting therefrom and property damage caused by an accident arising from the street paving and excavation operations performed by the prime contractor or any sub-contractor. This insurance shall protect the insured against contingent liability, which may be imposed upon him by law because of his supervisory acts or omission thereof in connection with the work performed by the general contractor and his sub-contractors. This contingent liability insurance must be on an occurrence basis and said policy shall provide coverage to the following stated limits:

<u>COVERAGES</u>	<u>LIMITS OF CONTINGENT LIABILITY</u>
Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Property Damage Liability	\$500,000 each occurrence \$1,000,000 aggregate

This coverage provided by this contingent liability policy is not intended to cover engineers or surveyors professional liability.

The insurance company shall provide five (5) copies of this policy for insertion into the contract document.

C. CERTIFICATES OF INSURANCE

Certificates of insurance will be accepted for all coverages except Owners and Contractors Protective Liability Insurance and excess insurance for Contractors Comprehensive Property Damage and Bodily Injury. These certificates shall clearly state that the authorized representative of the insurance company has complied with the provisions as required by this insurance section. The certificate must state which particular project is covered by that particular certificate.

D. NOTICE OF CANCELLATION

All insurance policies and certificates required by this contract must include an endorsement providing ten (10) days prior written notice of termination, expiration or material change in terms to be provided to the Owner. The Contractor shall cease operations on the occurrence of any such event and shall not resume operations until new insurance is in force.

E. HOLD HARMLESS AGREEMENT

The Contractor agrees to indemnify and save harmless the Owner and all of their officers, partners, agents and employees from and against all loss of expense (including court costs and attorney's fees) by reason of liability imposed by law upon the Owner for damages because of bodily injury, including death at any time, resulting therefrom sustained by any person or persons or on account of damage to or destruction of property, real or personal, including loss of use thereof, arising out of or in consequence of performance of this work whether such injuries to or death of persons or damage to property is due or claimed to be due to the negligence of the Contractor, his sub-contractors, the Owner, their officers, partners, agents and employees except only such injury, death or damage as shall have been occasioned by the sole negligence of the Owner.

NOTE: This Certificate of Insurance must be executed after the award of the contract and before work commences.

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION:**2020 PARKING LOT REPAIRS**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____ and Instruction to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of _____ dollars (\$_____).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND and Insurances within five (5) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS and Insurances within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20__.

(Owner)

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the NOTICE OF AWARD is hereby acknowledged by
_____ this, the _____ day of _____, 20__.

By: _____

Title: _____

BID TABULATION

City of Burton
Department of Public Works

Project: **2020 PARKING LOTS (DPW and SENIOR CENTER)**
 Bid opening at: Council Chambers/Virtual (Webex)
 Date & Time: June 24, 2020 10:00 A.M.

Bidder Name & Address		Eastern Asphalt G-5172 North Dort Highway Flint, MI 48505	Spartan Paving 2300 Dixie Highway, Ste. 400 Waterford, MI 48328	Chippewa Asphalt Paving P.O. Box 515 Clio, MI 48420		
		\$95,456.25	\$123,180.00	\$90,375		
TOTAL						
5% Bid Bond		yes	yes	yes		
Signed Bid		yes	yes	yes		
Ranking		2	3	1		

Present:
Rik Hayman
Pete Wingblad

Attachment: 2020 Parking Lots bidtab (4842 : Parking Lot Repaving (DPW/Senior Center))