



CITY OF BURTON
BURTON CITY COUNCIL MEETING
JULY 7, 2022
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. INVOCATION LED BY: STEVE HEFFNER

B. THE PLEDGE OF ALLEGIANCE IS LED BY: STEVE HEFFNER

C. ROLL CALL

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Vice President	Present	
Steven Heffner	President	Present	
Vaughn Smith	Councilman	Present	
Gregory Fenner	Councilman	Present	
Christina Conley	Councilwoman	Present	
Greg Hull	Councilman	Present	
Christina Hickson	Councilwoman	Present	

D. APPROVAL OF AGENDA

1. Motion to Approve the Agenda as Presented.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

E. STAFF PRESENT

Duane Haskins, Mayor
Racheal Boggs, City Clerk
Charles Abbey, DPW Director/HR
Julie Griffith, Purchasing Director
Brian Ross, Police Chief
Kirk Wilkinson, Fire Chief

Others Present:

County Commissioner Ellen Ellenburg

Comissioner Ellenburg presented the City of Burton with a Resolution from the Genesee County Commissioners in recognition of the 50th Anniversary of the city.

F. APPROVAL OF MINUTES

1. City Council - Regular Meeting - Jun 20, 2022 7:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Gregory Fenner, Councilman
SECONDER:	Christina Hickson, Councilwoman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

G. ADMINISTRATIVE REPORTS

Mayor Haskins offered condolences to the family of Detroit Police Officer Courts who lost his life tragically in the line of duty. Please keep the family and Police Department in your thoughts and prayers. The Mayor also gave a report on the following:

- I hope everyone had a happy and safe 4th of July weekend.
- Maplewood Meadows is in the final stages of completion.
- The Maple Road project should be complete within the next week.
- State Rep Sneller and State Rep Cherry have informed us that the State of Michigan has passed their budget and with that, they have allocated money for pensions for municipalities. This will take Burton up to 60%. The last report in 2021 had Burton at 52.2% funded. This is outstanding news.

H. COMMITTEE REPORTS

None.

I. AUDIENCE PARTICIPATION

Patrick Dargel of 6119 Hugh Street in Burton spoke regarding the MDOT/I475 meeting and how it will impact agenda item #4 and the bridges being enhanced in the City of Burton.

Joseph Petrylak of 4183 Maplewood Meadows in Burton spoke regarding the pavement of his subdivision and if the asphalt will hold up long term because there is cracking and spots that are sinking.

Lynn Frieberger of Term Street in Burton stated she is running for the 68th District, Republican seat.

Raymond Frieberger of Term Street in Burton stated he is running 68th District as a Democrat. He spoke in support of keeping the absentee drop box. He suggests using a survey asking voters what they want. Nobody is being attacked about the ballot boxes like we were at the last meeting. There are voters who cannot get there and need to use the ballot box. This is a non political council and we need to leave political beliefs out of it.

Deb Walton of Carman Street spoke regarding Mr. Smith's comments in the Burton View and thanked him for speaking out for the residents regarding politics being brought into the city. She also expressed her opinion concerning Council Woman Hickson owing the city a large amount of money for a past due water bill that is impacting the water rates of all residents.

The following letters of public comment were read into the record:

Janice Weeden of Fairwood Drive in Burton spoke regarding an inappropriate political float participating in the Memorial Day Parade that was offensive to her and others riding in the Burton Senior Center Trolley.

Larry Flood of Burton spoke regarding the convenience of the absentee ballot drop box and false claims of election fraud in the 2020 election and the movie 2,000 mules. He stated he recommends leaving the drop boxes in place to make it easier for people to vote.

Pegge Adams of the Flint Area League of Women's Voters spoke regarding the required security of absentee ballot drop boxes by the state, myths surrounding the election process, and disenfranchising voters by removing the absentee ballot drop box.

Jamie Buchanan of Potter Boulevard in Burton spoke regarding the need to keep the absentee ballot drop box.

Jody Stone of Hidden Trails in Burton spoke in favor of keeping the absentee ballot drop box, signatures on absentee ballots are verified by the Clerk and that removing the drop box will make it more difficult for people to vote.

Carol Golombeski of Golfview Drive in Burton asked to keep the drop box in place stating she and her husband are near 80 years old and have health issues.

Molly DeKruger of Genesee Road in Burton spoke in favor of keeping the absentee ballot drop box stating she often works out of town and removal of the drop box would make it difficult for her to vote.

Joy Roe of Morton Avenue in Flint stated she has worked elections in Burton for 16 years and has become familiar with all aspects of the election process. She encouraged anyone with questions of the process to contact the Clerk's Office or watch free videos on Youtube provided by the Michigan Bureau of Elections. She also spoke regarding attacks on election officials, the security of the absentee ballot drop box and how useful the ballot drop is for the elderly and handicapped; removing the drop box takes away the option for people to cast their vote.

J. COUNCIL DISCUSSION

Mr. Martinbianco stated it is great news that the City of Flint is going to receive \$220 million toward their pension. Do we have an exact number of how that will translate to us?

Mayor Haskins said no, we do not. We will have to fill out paperwork to get it. I don't have all the details yet.

Mr. Martinbianco asked about Maplewood Meadows and if we are monitoring the situation. I know weather has a lot to do with it. Are we holding them accountable and how long is it guaranteed?

Mr. Abbey stated we had a meeting this morning about that road. We have another meeting there next week. We are monitoring it, everyday. The project started early. We have some concerns about the area. It is supposed to last as long as the pay back. This is a mill and resurface project and not a reconstruct. Keep that in mind. We all want the greatest return. The contractor does a punch list and they will make necessary repairs. There are assurances such as a contingency and bond.

Mr. Martinbianco asked if we have a schedule for the chip seal project.

Mr. Abbey said, no, not so far in that contract. We have a lot of different projects going, more than we have ever done. We only have a couple inspectors and our guys are bouncing around daily from job to job. As we have projects nearing completion, it will get better. When asphalt is fresh, it does get scarred by big trucks such as trash trucks. Unfortunately, there are those out there that like to do silly things like back out of a driveway and turn their tires. That is not the contractors problem, it is a resident problem and we deal with that when we can catch them. We are watching, every day. It will be addressed.

Mr. Martinbianco asked the Clerk, how has redistricting impacted the Clerk's Office?

Ms. Boggs stated it impacted a small section of one of our precincts and we had to mail out new Voter ID cards to those voters. It also caused a split in precinct 3 where approximately 120 voters are in a different Senate district.

Mr. Martinbianco stated on Bristol Road between Belsay and Vassar, is there something specific about the Gilkey Creek vault they we have to do?

Mr. Abbey stated that road is concrete so it's a little bit different. This is why it is so costly. We are looking for other options. EGLE and the County Drain Commission want you to oversize it when you reconstruct them to make sure there is ample capacity for future water run-off and flow. We are working with the Drain Commissioner about alternatives and other methods; steel culverts, aprons and different approaches. This one is unique because of the angle and its proximity to Dallas Street. It's tricky but we will get a plan for it.

Mr. Hull stated there is legislation moving through the state to make it easier for municipalities to apply for sewer and storm water. It hasn't made it to the House yet. I sent you an email about it, Mr. Abbey.

Mr. Fenner stated there is an increase in blight, possibly due to the warm weather. I want to thank the administration and the Code Enforcer for addressing these complaints in a very timely manner. They are doing a great job. Our weed control and mowing has increased since we found the right people to handle that. I am still getting complaints regarding the Flat Rock property on Connell Street. This time, a resident escaped and went onto a neighbors property. The worker came to get the resident who began assaulting the worker in the road. I don't know what we need to do or what pressure we can put on the state. Our residents do not feel comfortable. Maybe we need to reach out to our State Reps or Senators.

Discussion continued regarding rental houses in the city providing adult care services and state laws related to them.

Mr. Smith stated I would like to give accolades to the Burton Police Department. We have a longtime resident who passed away in my neighborhood and the house became rental. The renters are violating the noise ordinance with loud music on a regular basis until sometimes 4:00 AM. Several of my neighbors have been contacting me and I have told them to call 911. The police came out and when they left, the resident turned the music up louder. I contacted the Mayor because I couldn't go out of my house without neighbors approaching me with it. I then received a call from the Police Chief who spoke with the resident and so far, I haven't heard a thing in two weeks. Thank you Chief and the Burton Police Department.

K. COUNCIL ACTION

1. Approve and authorize the payment of Attorney Billing (Doyle) 6/15/22 to 6/30/22 in the amount of \$4,757.00.

RESULT: CARRIED [UNANIMOUS]
MOVER: Christina Conley, Councilwoman
SECONDER: Christina Hickson, Councilwoman
AYES: Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

2. Approve and authorize the sale of Vacant Lot - Bramblewood, Parcel No. 59-22-529-026, to give first and final approval for the sale of this parcel to Roy Eugene Riley II, 2109 Bramblewood., Burton, MI 48519 (Vacant Lot is adjacent to), for the sum of \$400 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

RESULT: CARRIED [UNANIMOUS]
MOVER: Gregory Fenner, Councilman
SECONDER: Christina Conley, Councilwoman
AYES: Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

3. Approve and authorize the acceptance of the bid and allow the Mayor and Clerk to enter into a 3-year contract for Janitorial Services, contingent upon the submittal and approval by the City Attorney of the required bonds and insurance documents, on behalf of the City of Burton with Professional Building Services, 411 Stroebel Dr. Frankenmuth, MI 48734 in the amount of \$5,391.00 per month.

Mr Smith stated there was a \$400 difference in the pricing between the first and second bidder. He asked if the second bidder was a Burton business.

Mayor Haskins stated the only Burton business that placed a bid wanted about \$11,000 per month.

RESULT: CARRIED [UNANIMOUS]
MOVER: Vaughn Smith, Councilman
SECONDER: Greg Hull, Councilman
AYES: Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

4. Approve and authorize the Mayor and City Clerk to execute a Contract with the Michigan Department of Transportation for The performance of preliminary engineering activities for road rehabilitation along East Bristol Road from Fenton Road to Saginaw Street; and all together with necessary related work in the City of Burton, Genesee County (DPW project No. 21-022-P) MDOT Control Section STU 25000, Michigan Department of Transportation Contract 22-5311 for Job Number 207654PE at an estimated total cost of \$137,600 of which the City of Burton's final cost will be approximately \$27,520. and to authorize Amber Abbey, Street Administrator / Deputy DPW Director to digitally sign said contract on behalf of the City of Burton.

Mr. Heffner asked when the project is slated to be paved.

Mr. Abbey said, next year.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Gregory Fenner, Councilman
SECONDER:	Tom Martinbianco, Vice President
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

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

Meeting was adjourned at 8:03 PM.



CITY OF BURTON
BURTON CITY COUNCIL MEETING
JUNE 20, 2022
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. INVOCATION LED BY: TOM MARTINBIANCO

B. THE PLEDGE OF ALLEGIANCE IS LED BY: TOM MARTINBIANCO

C. ROLL CALL

Attendee Name	Title	Status	Arrived
Tom Martinbianco	Vice President	Present	
Steven Heffner	President	Present	
Vaughn Smith	Councilman	Present	
Gregory Fenner	Councilman	Present	
Christina Conley	Councilwoman	Present	
Greg Hull	Councilman	Present	
Christina Hickson	Councilwoman	Present	

D. APPROVAL OF AGENDA

1. Motion to Approve the Agenda as Presented.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

E. STAFF PRESENT

Duane Haskins, Mayor
Racheal Boggs, City Clerk
Charles Abbey, DPW Director/HR
Kirk Wilkinson, Fire Chief
Brian Ross, Police Chief

F. APPROVAL OF MINUTES

1. City Council - Regular Meeting - Jun 6, 2022 7:00 PM

Minutes Acceptance: Minutes of Jun 20, 2022 7:00 PM (APPROVAL OF MINUTES)

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Gregory Fenner, Councilman
SECONDER:	Christina Hickson, Councilwoman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

G. ADMINISTRATIVE REPORTS

Mayor Haskins wished everyone a Happy Fathers Day. Tomorrow is the first day of summer and the weather is getting warmer. In the event of emergency situations, our Senior Center will serve as a cooling center. July 2nd is the actual 50th Anniversary of the City of Burton, if council chooses, at the next council meeting, we will have cupcakes and refreshments.

H. COMMITTEE REPORTS

None.

I. AUDIENCE PARTICIPATION

Sandra Jobin of Burton thanked the council for voting down the election tabulators and posed questions to the City Clerk regarding the process for absentee ballots and ballot drop boxes. How do you verify whose name is on the ballot that people are dropping in the drop boxes? She recommends the council watch the movie 2,000 Mules to educate themselves about what happened at the 2020 Election. I am going to be watching every step you guys make right now because I am sick of the fraud and lies. She also spoke regarding the COVID money the city received for the COVID lie and the communists coming into our country.

Matt Smith of Davison Township stated he is an elected official in the City of Burton where he represents the Davison Board of Education in eastern Burton. He congratulated the City of Burton on the 50th Anniversary. As the Chair of the Republican Party, there are many concerns with the City of Burton. The main concern is absentee ballot drop boxes. The Republicans have a full ticket this year and we are back in action. The question I am getting is, how do we know the person dropping a ballot off is the person who voted the ballot? I am aware there are cameras on the drop boxes and that they are secure. How do we verify when somebody drops off the ballot? I took the Deputy Clerk training and I am certified. The 2020 Election opened up a whole new can of worms. We are going to continue to ask questions about this. I am not pointing fingers. We want election security.

Kristen Swanson stated she is running for State Rep for the 68th District which includes Burton. I came tonight to introduce myself. I am hoping to unseat David Martin so together, we can make Burton a great place. I am a lifelong Kearsley resident and the name Swanson is a very prominent name in the area. I will stay after the meeting tonight if you have any questions.

Brooke Boyer of Burton expressed concerns regarding a conflict with candidate, Ellen Ellenburg working the polls.

J. COUNCIL DISCUSSION

Mr. Martinbianco asked the City Clerk to comment on whether it is proper for Mrs. Ellenburg or her family to work the polls.

Ms. Boggs stated Mrs. Ellenburg will not work the polls for any election for which she appears on the ballot. The same is true for her immediate family members.

Mr. Fenner asked, has this been the case all along?

Ms. Boggs stated, yes, it has.

Mr. Hull stated our state and federal government has observed the Juneteenth holiday. I think the City of Burton should as well.

Mr. Martinbianco stated it has been approved as a national holiday. This should be brought up during union negotiations.

Mrs. Conley asked, who started the absentee voter drop boxes? We never had them before. I don't like them because I believe people can stuff them. I like the old way, voter tabulators taken out and if we can do something about the boxes, too. Another thing is, doesn't the state know when someone dies, they need to be taken off the list instead of sending them applications? We need to put an end to that, too.

Mr. Hull asked Mrs. Conley, are you just opposed to absentee ballots?

Mrs. Conley said, no. Not at all.

Mr. Hull asked, what is the difference between a voter dropping their ballot into a ballot drop box and them mailing it in?

Mrs. Conley stated I don't understand what you are saying.

Mr. Hull said, exactly. So, you can drop it in this box but not in that box?

Mrs. Conley stated when I bring my ballots in, they are seeing me drop it. Outside, they are not seeing nobody drop it.

Mr. Hull stated I would rather voters drop it in the drop box, at least we can see that. If they drop it in a mailbox, no one can see.

Mrs. Conley said, I disagree.

Mr. Heffner asked the City Clerk who determines whether we have an absentee drop box or not? Is it the city, county or state?

Ms. Boggs stated the state made it legal and recommended installation. The city determined the need to put it out there based on that recommendation.

Mrs. Conley asked if the council can vote to remove the city's absentee ballot box. Is it mandatory to have one?

Ms. Boggs stated it was not mandatory, it was recommended by the state due to the increase in absentee voting. The City of Burton has an absentee voter turnout of around 60%. Removing the absentee ballot drop box is not a good choice.

Mrs. Hickson stated applications went out again for people to ask for a ballot. That means, voters do not get a ballot unless they ask for it, is that correct?

Ms. Boggs said, that is correct.

Mrs. Hickson stated then we will be doing a re-determination of the need for drop boxes.

Mr. Heffner stated the drop boxes came about because of the pandemic. People didn't want to go vote in person. The drop boxes were supposed to be temporary.

Mrs. Hickson stated that is what I am asking, how temporary is this? Is this going to become the norm?

Mr. Heffner asked the City Attorney to research if the council has the authority to vote to remove the ballot drop box and report back to the council at our next meeting.

Mrs. Conley asked if they are digging the ditches down to the creek on Belsay Road, by my house? Are there water issues? Can you tell us at meetings about the road projects going on? I want to be able to tell the residents.

Mr. Abbey stated there are emergency repairs that pop up all the time. I can try to get you a schedule of planned projects.

Mrs. Conley stated there is always an issue with the water draining on Brookwood Drive near the golf course.

Mr. Abbey stated we will take a look at that but, there is a road project there and drainage is usually addressed during the road projects.

Mrs. Conley asked if there is a demo list yet, specifically on Leith Street.

Mr. Abbey stated there is a list. We are moving forward with the property on Leith. There was a family issue with this one. It's not that demos are not a priority, we just have limited people. We are doing more projects right now than we ever have before in the city. You will get the demos before fall, for sure.

Mrs. Hickson stated a friend who lives on Woodrow and Center has a street sign that has been down for awhile. How do we get that replaced?

Mr. Abbey said, we will do that.

K. COUNCIL ACTION

1. Approve and authorize the payment of Attorney Billing (Doyle) 5/26/22 to 6/14/22 in the amount of \$6,059.00.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Christina Hickson, Councilwoman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

2. Approve and authorize the request for a Residential Sanitary Water & Sewer Installer's License for Haslock and Sons, Inc., 5275 West Coon Lake Road, Howell, Michigan 48843.

Mrs. Hickson stated we have a Legislative Committee Meeting that we need an itinerary for and a date scheduled. We may want to include the drop box.

Mr. Heffner suggests Mrs. Hickson contact the City Attorney and the Committee Members to schedule the meeting.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

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

Meeting was adjourned at 7:33 PM.

Minutes Acceptance: Minutes of Jun 20, 2022 7:00 PM (APPROVAL OF MINUTES)



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

Meeting: 07/07/22 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Racheal Boggs
Department Head: Racheal Boggs

K.1

ADOPTED

AGENDA ITEM (ID # 5459)

DOC ID: 5459

Approve and authorize the payment of Attorney Billing (Doyle) 6/15/22 to 6/30/22 in the amount of \$4,757.00.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Christina Conley, Councilwoman
SECONDER:	Christina Hickson, Councilwoman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson



ADOPTED

AGENDA ITEM (ID # 5445)

DOC ID: 5445

Approve and authorize the sale of Vacant Lot - Bramblewood, Parcel No. 59-22-529-026, to give first and final approval for the sale of this parcel to Roy Eugene Riley II, 2109 Bramblewood., Burton, MI 48519 (Vacant Lot is adjacent to), for the sum of \$400 cash or its equivalent and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Vac Lot Bramblewood 59 22 529 026 (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Gregory Fenner, Councilman
SECONDER:	Christina Conley, Councilwoman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

INSTRUCTIONS FOR THE OFFER PROCESS-CITY OWNED PROPERTIES

The City of Burton has adopted a Resolution Authorizing the Sale of City Owned Property by Sealed Bids for the below properties. This property did not sell during the sealed bid process and is now available to accept offers with a minimum price required set forth. A copy of the Resolution Authorizing Sale of these properties may be inspected in the Burton City Clerk's office.

<u>Parcel</u>	<u>Street</u>	<u>Zoning</u>	<u>Property Size</u>	<u>Minimum Price</u>
59-22-529-026	Bramblewood Dr.	R-1B	66 x 127	\$400.00

If you are interested, please submit an offer to:

City of Burton – Purchasing Department
C/O Julie Griffith
4303 S. Center Rd.
Burton, MI 48519

Each offer must include a Conditional Purchase Agreement, (which is available at the front desk, or can be downloaded by visiting the Purchasing Dept. at burtonmi.gov.), stating the name of the purchaser and address of the property to be purchased on the first page in the shaded area (if no address, you will state “vacant land located on _____ street), and include the parcel number. You must state the purchase price and include a certified check, cashier's check or money order (NO PERSONAL CHECKS WILL BE ACCEPTED) made payable to the City of Burton in an amount not less than ten (10%) percent of the total offer. The purchaser(s) must sign (and print their name(s) underneath their signature) on the last page of the Agreement, along with their address and telephone number. If husband and wife are purchasing together, both must sign on the last page of Agreement.

Immediately thereafter, all offers received will be referred to the next City Council agenda for final approval. These properties are sold “as-is”, with no title insurance.

No contract for the sale of property shall be made with any person who is in default to the city.

The City of Burton reserves the right to reject any or all offers, and to accept any offer which shall be deemed to be most favorable to the interest of the City of Burton. Special consideration may be given on vacant lots based on the buildability of the lot, when the offeror is the adjoining property owner.

CONDITIONAL PURCHASE AGREEMENT

Conditioned upon City Council Approvals with possible Combination with Adjacent Parcel

Section 11.3 of the Burton City Charter requires the Burton City Council to approve all land sales by an affirmative vote of five of the seven council members. No sale can be finalized without these approvals.

For valuable consideration **THE CITY OF BURTON**, a municipal corporation, of 4303 S. Center Road, Burton, Michigan 48519, as Seller and Roy Eugene Riley, Jr., husband and wife/a single man/woman, of 2109 Bramblewood Dr. Burton, Michigan 48519, as Purchaser(s), agree to purchase, the following described real property located in the City of Burton, Genesee County, Michigan being legally described as:

Legal Description(s) LOT 26 DEXEL PARK

More commonly known as: Bramblewood Dr..

Permanent Parcel #: 59-22-529-026

together with all improvements, appurtenances, hereditament now on the premises.

1. **PURCHASE PRICE:**

The Purchase Price for the above described property shall be \$ 400.00 payable in cash or certified funds at closing.

2. **DEPOSIT:**

In the event that the Purchaser is submitting this Purchase Agreement for City Council consideration, an earnest money deposit in the amount of Ten (10%) percent of the price being offered is hereby submitted with this Purchase Agreement.

3. **CLOSING:**

- a. Purchaser acknowledges that all sales of City owned property must be approved by the Burton City Council. If the Council fails to approve this sale, then and in that event this Agreement will be deemed null and void and Seller shall forthwith return Purchaser's earnest money deposit.
- b. Closing shall take place within fifteen (15) business days of the City Council approval of this sale. At which time Purchaser will pay to Seller the balance of the purchase price in cash or certified funds and Seller shall convey a Quit Claim Deed to purchaser in a form suitable for recording. **Purchaser will be responsible for recording the Quit Claim Deed.**

4. **Supplemental Conditions:**

- a. Purchaser acknowledges and stipulates that Purchaser shall be solely responsible for the maintenance of the property from the date of closing forward, this shall include lawn mowing, tree upkeep, junk removal, brush, and any other violations of the City of Burton Ordinances.
- b. Purchaser further acknowledges and stipulates that said maintenance shall be at the sole expense of the Purchaser and Seller shall not bear any liability therefrom.

- c. Purchaser further acknowledges that if they are the adjacent property owner, they must combine the purchased parcel with their principle parcel within 30 days of the date of closing. (as set forth in section 5 of the agreement)

5. **COMBINATION OF PARCELS/ Reversionary Clause/ Election of Remedies:**

- a. Purchaser acknowledges and stipulates that Purchaser shall cause to be combined the purchased parcel that is the subject of the Agreement and the adjacent principle parcel within 30 days of compliance with paragraph 4, above.
- b. Purchaser further acknowledges and stipulates that said parcel combination shall be the sole responsibility and at the sole expense of the Purchaser and Seller shall not bear any liability therefrom.
- c. Purchaser further acknowledges and stipulates that in the event that the subject parcels have not been combined as set forth in subparagraph 5(a), irrespective of compliance with paragraph 4, above, the property shall either revert back to the Seller and any and all money deposited by Purchaser shall be retained by the Seller or the City may institute legal action to compel combination of the parcels, at the City's sole election. ***Purchaser shall be responsible for all fees**, legal and otherwise, associated with the reversion of the property to the Seller in the event Purchaser does not voluntarily transfer title back to the Seller and legal proceedings are necessary to obtain title or in the event legal proceedings are necessary to compel specific performance of the combining of the parcels.

6. **TITLE:**

- a. Seller does not warrant title. Purchaser is responsible to obtain evidence of satisfactory title. Seller will not provide title insurance.
- b. In the event that Purchaser's title search discloses title defects, Purchaser shall have twenty (20) days from the date of the execution of this Agreement to rescind this transaction by written notification to the City Clerk. Upon termination within the twenty (20) day period, Seller shall return the earnest money deposit to Purchaser and this Agreement shall be null and void.

7. **CONDITION OF PREMISES:**

Purchaser acknowledges, notwithstanding paragraph 4, above, that the premises is being sold "AS IS" and that Seller has made absolutely no representations to Purchaser regarding the condition of the premises or any personal property which may be located within or upon the premises. There are no warranties of any type, expressed or implied being given by Seller to Purchaser.

8. **TAXES:**

Seller makes no representations regarding the status of either real or personal property taxes pertaining to the property above described. There shall be no proration of taxes as Purchaser shall be solely responsible for all unpaid taxes, assessments, and fees which may or may not be a lien against the premises at the time of closing. In addition to being solely responsible for all taxes, both past due and current, Purchaser is also responsible to pay any tax certification, revenue stamp and recording fees which may be associated with the recording of the deed.

9. **ENTIRE CONTRACT:**

Seller and Purchaser agree that they have read this document, that they understand its terms and agree to be bound thereby, and that there are no other agreements in writing or otherwise between them concerning the subject of this contract, and that this contract embodies the complete and entire agreement between them concerning the subject of this contract.

1. **BINDING EFFECT:**

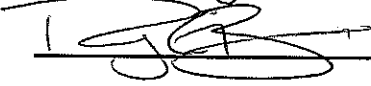
Seller and Purchaser agree that the covenants and undertakings of this contract shall also bind their heirs, personal representatives, administrators, executors, assigns and successors; and that said covenants and undertakings as expressed herein shall continue to bind the parties subsequent to the final closing.

2. **MISCELLANEOUS PROVISIONS:**

- a. Each party shall be responsible to pay their respective attorney fees.
- b. All parties acknowledge receipt of a signed copy of this Purchase Agreement.

SIGNED IN THE PRESENCE OF:

SELLER:
THE CITY OF BURTON

JULIE GRIFFITH_____
BY: DUANE HASKINS, MAYOR_____
DATE_____
BY: RACHEAL BOGGS, CITY CLERK_____
DATE**Purchaser:**Print Name: Roy Eugene Riley IISignature: Date: 6/17/1975Address: 2109 Bramblewood Dr.Burton, MI 48519Phone: 810 265-4075

Is your spouse also going to be on the title? No Yes - if yes, spouse must sign below

Spouse:

Print Name: _____

Signature: _____

Date: _____



ADOPTED

AGENDA ITEM (ID # 5451)

DOC ID: 5451

Approve and authorize the acceptance of the bid and allow the Mayor and Clerk to enter into a 3-year contract for Janitorial Services, contingent upon the submittal and approval by the City Attorney of the required bonds and insurance documents, on behalf of the City of Burton with Professional Building Services, 411 Stroebel Dr. Frankenmuth, MI 48734 in the amount of \$5,391.00 per month.

COMMENTS - Current Meeting:

Mr Smith stated there was a \$400 difference in the pricing between the first and second bidder. He asked if the second bidder was a Burton business.

Mayor Haskins stated the only Burton business that placed a bid wanted about \$11,000 per month.

ATTACHMENTS:

- Janitorial Services Contract (PDF)
- 2022 Janitorial Services BID TAB (PDF)
- Janitorial BID Professional Building Services (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Greg Hull, Councilman
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

CITY OF BURTON JANITORIAL SERVICE AGREEMENT

TERMS AND CONDITIONS FOR CITY OF BURTON CONTRACTUAL SERVICES

The following are **MANDATORY TERMS** to which the Contractor **MUST** agree without word modification.

I CONTRACT

This Contract between _____, _____, MI 485____, hereafter "Contractor" and the City of Burton, 4303 South Center Road, Burton, MI 48519 is for Janitorial Services for multiple facilities located in the City of Burton.

The Contractor agrees to provide all of the goods and services specified in the City of Burton Janitorial Services Specifications as detailed in the Bid Proposal submitted by Contractor in response to the City's solicitation for sealed proposals. The Specifications and the Bid Proposal documents submitted by Contractor are incorporated and considered part of the contract documents.

II-A CONTRACT PAYMENT

The City of Burton shall not be liable to pay the Contractor for any work performed prior to the Contractor's receipt of a fully executed Contract.

The services shall be provided on a weekly basis and invoiced on a monthly basis, as detailed in the specifications. After the services have been rendered, the Contractor shall invoice the City of Burton in accordance with the payment provisions of the Contract. The City of Burton shall not be liable to pay the Contractor for any hours worked or rates charged in excess of the rates in the Contractor's Proposal (unless otherwise specified).

The Contractor shall not receive payment for Services the City of Burton finds unsatisfactory or which were performed in violation of federal, state, or local law, ordinance, rule or regulation.

II-B ACCOUNTING RECORDS

The Contractor agrees that the City of Burton may, upon 48-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the City of Burton during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

II-C INDEMNIFICATION

1. For Purposes of Indemnification as set forth in this section, City of Burton means the City of Burton of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.
2. General Indemnification
The Contractor shall indemnify, defend and hold harmless the City of Burton from and against all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs, and all related costs and expenses (including reasonable attorneys; and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any claim, demand, action, citation or legal proceeding against the City of Burton arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable provided that the Contractor is notified within 30 days from the time that the City of Burton has knowledge of such claims. This indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the conduct of the City of Burton.

3. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred prior to expiration or cancellation.

II-D CONTRACTOR'S LIABILITY INSURANCE

Before starting work, and not less than 20 days before the insurance expiration date every year this Contract is in force the contractor must furnish to the Director of Purchasing certificate(s) of insurance. The contract name must be shown on the certificate of insurance to assure correct filing.

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' disability compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' disability compensation laws of any other State the Contractor shall have insurance to cover the benefits payable to any such employee.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, subject to limits of liability of not less than \$500,000 each person, \$1,000,000 each occurrence, and unlimited aggregate.
4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting, subject to a limit of liability of not less than \$500,000 each occurrence, \$1,000,000.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under any Indemnification clauses.

II-E CANCELLATION

The City of Burton may cancel this Contract without further liability or penalty to the City of Burton, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract the City of Burton may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the City of Burton by law or equity, the Contractor shall be responsible for all costs incurred by the City of Burton in canceling the Contract, including but not limited to, City of Burton administrative costs, attorneys fees and court costs, and any additional costs the City of Burton may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental.

In the event the City of Burton chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation

for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the City of Burton. The City of Burton may cancel this Contract for its convenience, in whole or part, if the City of Burton determines that such a cancellation is in the City of Burton's best interest. Reasons for such cancellation shall be left to the sole discretion of the City of Burton and may include, but not necessarily be limited to (a) the City of Burton no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the City of Burton. The City of Burton may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the City of Burton chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. In the event that funds to enable the City of Burton to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the City of Burton shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The City of Burton shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a City of Burton, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for City of Burton of Michigan employees; convicted under City of Burton or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the City of Burton, reflects upon the Contractor's business integrity.

II-F ASSIGNMENT

The Contractor shall not have the right to assign this Contract or to assign or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the City of Burton. Any purported assignment in violation of this section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the City of Burton Purchasing Director.

II-G DELEGATION

The Contractor shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named in the bid unless the City of Burton Purchasing Operations Director has given written consent to the delegation.

II-H NON-DISCRIMINATION CLAUSE

In the performance of any Contract resulting herefrom, the bidder agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The bidder further agrees that every subcontract entered into for the performance of any Contract or resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, et seq, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the Contract.

II-I UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the City of Burton shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board.

A Contractor of the City of Burton, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 Public Act 278, MCL 423.324, the City of Burton may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

II-J SURVIVOR

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

II-K GOVERNING LAW

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in Genesee County, Michigan.

II-L NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of a Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the Contract.

II-M SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

II-N HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

II-O RELATIONSHIP OF THE PARTIES

The relationship between the City of Burton and the Contractor is that of Client and Independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the City of Burton for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

II-P MISCELLANEOUS

1. The Contractor covenants that it is not, and will not become, in arrears to the City of Burton upon any contract, debt, or any other obligation to the City of Burton, including real property and personal property taxes.
2. **AUTHORIZATION & CAPABILITY**
 - a. The Contractor warrants that it has taken all corporate actions necessary for the authorization, execution, delivery and performance of this Contract. It is ready to perform its obligations.
 - b. The Contractor further warrants that the person signing this Contract is authorized to do so on behalf of the Contractor and is empowered to bind the Contractor to this Contract.

III **TERM**

The terms of this contract shall be in effect as written from July 1, 2022 to June 30, 2025. Any amendment of the Contract must be in writing and signed by both parties.

	Contractor
_____	_____
Date	
_____	_____
Date	
	For the City
_____	_____
Date	RACHEL BOGGS, CLERK
_____	_____
Date	DUANE HASKINS, MAYOR

APPROVED AS TO FORM:

Date_____

Amanda Doyle
City Attorney – City of Burton

Attachment: Janitorial Services Contract (5451 : Janitorial Services 2022)



BID TABULATION CITY OF BURTON

K.3.b

Department of Public Works

Project: JANITORIAL SERVICES 2022-2025
Bid Opening at: CITY HALL
Date & Time: JUNE 22, 2022 12pm

Present: Julie Griffith, Purchasing Agent
Ellen Magro, Exc. Assistant

BIDDER NAME & ADDRESS	SIGNED BID	TOTAL BID
Gray Facilities	Yes	\$9,695.00
Michigan Merchants	Yes	\$4,999.40
Axiom Services	Yes	\$8,543.00
Professional Building Services	Yes	\$5,391.00

Attachment: 2022 Janitorial Services BID TAB (5451 : Janitorial Services 2022)

The City of Burton will be accepting sealed bids for janitorial service at various City buildings.

Please submit sealed bid marked "Janitorial Services" **by 12:00 pm on Wednesday, June 22, 2022** to the Clerk's Office, 4303 S. Center Rd. Burton, MI 48519. Immediately thereafter, all bids received will be opened and total prices publicly read aloud in the City of Burton Council Chambers; all vendors are welcome to attend.

City of Burton reserves the right to reject any and /or all bids received, waive informalities, or accept any bid it deems to be in the City's best interest.

JANITORIAL SPECIFICATIONS:

Janitorial Service Daily Schedule:

1. Vacuum carpeting
2. Clean and deodorize restrooms: clean sinks, bowls and urinal (top to bottom)
3. Damp mop restroom floors
4. Empty wastebaskets
5. Remove trash
6. Dust mop and damp mop remaining floors
7. Dust all surfaces - desks, ledges, partitions and tables
8. Clean glass doors
9. Clean all handrails
10. Sweep & mop under tables (Senior Center)

Janitorial Service Weekly Schedule:

1. Clean ceramic tile walls and stall doors in restrooms
2. Mop and buff floors
3. Spot clean walls where fingerprints and dirt appear
4. Wash tables and furniture tops

5. Pull furniture away from wall, sweep/vacuum & remove cobwebs all areas (Senior Center – Sundays)

Janitorial Service Twice Yearly Schedule: (March & September)

1. Wash all light fixtures
2. Vacuum all fabric upholstered furniture and wash all plastic covered furniture
3. Clean all windows inside and out including Senior Center Interior foyer glass
4. Senior Center – Clean ceiling fan blades & free-standing cabinets

Janitorial Service Yearly Schedule: (Spring)

1. Steam clean all carpets (all building)
- Walk through by appointment only, you may call the Purchasing Agent – Julie Griffith at 810-743-1500 ext. 1801

The contractor shall provide all cleaning supplies and equipment, including but not limited to: All cleaning agents, solvents, paper towel for dispensers in the bathrooms, toilet tissue, trash liners and hand soap, as well as all equipment needed to perform services requested.

ACCEPTANCE OF PROPOSAL

The City of Burton reserves the to reject any and all bids or to accept the bid or any part thereof which determines to best serve the needs of the City and to waive any informalities or irregularities in the bids. While cost is a factor in any bid award, it is not the only factor and may not be the determining factor.

WITHDRAWAL OF PROPOSAL

No bids may be withdrawn after the above date and time for receiving bids for a period of ninety (90) days.

SAFETY PROVISIONS

Contractor shall provide proper and adequate equipment, tools, machinery and supplies necessary to perform all jobs and services in a safe and diligent manner and shall provide and have available at all times for use by the contractor's employees engaged in performance of such work, all safety applications needed for the maximum protection of the Contractor's employees against injury.

CONTRACTOR'S LIABILITY INSURANCE

Before starting work, and not less than 20 days before the insurance expiration date every year a Contract is in force, the contractor must furnish to the Purchasing Agent Certificate(s) of insurance. The contract name must be shown on the certificate of Insurance to assure correct filing.

These certificates shall contain a provision that insurance coverage is evidenced by a Certificate of Insurance affirming the insurance company will endeavor to provide, within 30 days, written notice of cancellation of the policy bearing the contract name, to the Purchasing Agent.

The Contractor shall purchase and maintain such insurance as will protect him/her from claims set forth below which may rise out of or result from the Contractor's operations under the contract, whether such operations be by himself/herself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' disability compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Worker's Disability Compensation Law for any employee resident of and hired in Michigan; and as

respects any other employee protected by workers' disability compensation laws of any other State the Contractor shall have insurance to cover the benefits payable to any such employee.

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees, subject to limits of liability of not less than \$500,000 each person, \$1,000,000 each occurrence, and unlimited aggregate.
4. Claims for damages because of injury to or destruction of tangible property, including loss of resulting, subject to a limit of liability of not less than \$500,000 each occurrence, 1,000,000 aggregate

BID FORM

City Hall:

4303 S Center Rd

20,426 Sq. Ft. – to be cleaned

Tuesday, Thursday and Friday

\$ 1940⁰⁰ Monthly

Department of Public Works:

4093 Manor Dr.

6205 Sq. Ft. – to be cleaned

Tuesday, Thursday and Friday

\$ 593⁰⁰ Monthly

Memorial Library:

4012 Atherton Rd @ Center

3,600 Sq. Ft.

Tuesday, Thursday and Friday

\$ 378⁰⁰ Monthly

Senior Citizens Center & Library:

3410 S Grand Traverse – to be cleaned

8,498 Sq. Ft.

Wednesday, Friday and after by 6pm on Sunday

\$ 809⁰⁰ Monthly

Police Department:

4090 Manor Dr.

14,000 Sq. Ft.

Monday, Wednesday and Friday

\$ 1347⁰⁰ Monthly

Fire Station #2

1320 S. Belsay Rd.

2500 Sq. Ft.

Sunday only

\$ 324⁰⁰ Monthly

MONTHLY TOTAL FOR ALL LOCATIONS:

\$ 5391⁰⁰ **TOTAL**

OPTIONAL CLEANING SERVICES TO BE DONE UPON REQUEST:
(No more than four times a year – separate invoicing)

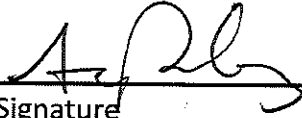
1. Wax existing floors (City Hall) \$ 500
2. Strip wax off tiled floors, re-wax & buff (all buildings) \$ 1800
3. Clean Holding Tank area (Police Dept.) \$ 100
4. Clean Meeting Room (Police Dept.) \$ 50

Proof of insurance and bonding must be furnished when the contract is awarded.

Contractor must furnish the names of at least three (3) references where the contractor has performed janitorial services.

City of Burton reserves the right to reject any and/or all bids received, waive informalities, or accept any bid it deems to be in the City's best interests. The City is not obligated to accept the lowest bid or bids.

RESPECTFULLY SUBMITTED:

BY:  OWNER
 Signature Title

COMPANY: Professional Building Services

BUSINESS ADDRESS: 411 STROEBEL DR

FRANKENMUTH MI 48734
 City State Zip Code

EMAIL ADDRESS: AARON PANEK.pbs@gmail.com

CONTACT NUMBER: 989-297-2938



ADOPTED

AGENDA ITEM (ID # 5458)

DOC ID: 5458

Approve and authorize the Mayor and City Clerk to execute a Contract with the Michigan Department of Transportation for The performance of preliminary engineering activities for road rehabilitation along East Bristol Road from Fenton Road to Saginaw Street; and all together with necessary related work in the City of Burton, Genesee County (DPW project No. 21-022-P) MDOT Control Section STU 25000, Michigan Department of Transportation Contract 22-5311 for Job Number 207654PE at an estimated total cost of \$137,600 of which the City of Burton's final cost will be approximately \$27,520. and to authorize Amber Abbey, Street Administrator / Deputy DPW Director to digitally sign said contract on behalf of the City of Burton.

COMMENTS - Current Meeting:

Mr. Heffner asked when the project is slated to be paved.

Mr. Abbey said, next year.

ATTACHMENTS:

- 207654_22-5311 (PDF)
- REsolution to approve PE (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Gregory Fenner, Councilman
SECONDER:	Tom Martinbianco, Vice President
AYES:	Martinbianco, Heffner, Smith, Fenner, Conley, Hull, Hickson

STP
PRELIMINARY ENGINEERING
MODIFIED PART II

Control Section	STU 25000
Job Number	207654PE
Project	22A0657
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	22-5311

PART I

THIS CONTRACT, consisting of PART I and PART II (Modified Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF BURTON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the performance by the REQUESTING PARTY of preliminary engineering, consisting of the preparation of reports and studies, as well as the surveys and design, necessary for the construction of the following improvements in Burton, Michigan, which preliminary engineering is hereinafter referred to as the "PROJECT":

The performance of preliminary engineering activities for road rehabilitation along East Bristol Road from Fenton Road to Saginaw Street; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s):

SURFACE TRANSPORTATION PROGRAM

5/13/87 STPPE.FOR 6/8/22

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto approve of and shall undertake and complete the PROJECT in accordance with the terms of this contract.

Pursuant to Title 2 of the Code of Federal Regulations Part 200, a description of the federal award for the project is shown in detail on EXHIBIT "I", dated June 8, 2022, and made a part of this document.

2. The term "PROJECT COST", as herein used, is hereby defined as all the costs necessary for the performance of the PROJECT work, including the costs of design, design surveys, final construction plans and specifications, and any costs incurred by the DEPARTMENT as a result of this contract.

3. The REQUESTING PARTY will perform or cause to be performed all the PROJECT work. A separate work authorization will be issued to the REQUESTING PARTY by the DEPARTMENT for the commencement of the PROJECT work. The method of performing the work will be indicated on the work authorization.

4. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST at the established Federal participation ratio equal to 80 percent. The balance of the PROJECT COST, after deduction of Federal Funds, shall be paid by the REQUESTING PARTY. The PROJECT COST and the cost participation are estimated to be as follows:

<u>ESTIMATED COST</u>	<u>FEDERAL AID</u>	<u>REQUESTING PARTY'S SHARE</u>
\$137,600	\$110,080	\$27,520

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

5. The construction of the improvements for which the PROJECT work is being performed and the construction engineering work related thereto will be covered by a separate contract.

6. A working capital deposit is not required for the PROJECT.

5/13/87 STPPE.FOR 6/8/22

7. The contracting parties do hereby agree to be bound by all of the provisions and conditions set forth in PART II hereof which are applicable to the PROJECT.

In the event of any inconsistency between PART I and PART II of this contract, the provisions of PART I shall prevail.

8. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the state and/or the FHWA.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

9. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

10. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

11. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF BURTON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:

Attachment: 207654_22-5311 (5458 : Bristol Road - MDOT Contract for PE)

5/13/87 STPPE.FOR 6/8/22

EXHIBIT I
Notification of Required Federal Program Information to Subrecipients for
Federal Funding

Does this project receive Federal funds? ☒ Yes ☐ No

Subrecipient's Name: City of Burton

Subrecipient's Unique
Entity Identifier Number JL8YL7QGJA64
(UEI):

Federal Grant/Project
Number(s): 22A0657

MDOT Project Number: 207654PE

Project Description: The performance of preliminary engineering activities for road rehabilitation along East Bristol Road from Fenton Road to Saginaw Street; and all together with necessary related work.

CFDA Number, Federal Agency, Program Title: CFDA 20.205
Highway Research Planning &
Construction

Federal Award Identification Number(s) (FAIN): 693JJ22230000Z230MI22A0657

Federal Award Date: May 31, 2022

Period of Performance Start Date: May 31, 2022

Period of Performance End Date: September 30, 2022

Amount of Federal Funds obligated by this action: \$110,080

Total amount of Federal Funds obligated: \$110,080

Total amount of the Federal award: \$137,600

Budget Approved Cost sharing or matching, where applicable:
Federal Participation: \$110,080; Local Participation: \$27,520

Name of Federal awarding agency and contact information for awarding official:

Director Paul C. Ajegba
Michigan Department of Transportation
425 West Ottawa Street
Lansing, MI 48909

Is this a Research and Development award: ☐ Yes ☒ No

Indirect cost rate for the Federal award (if applicable): Not Applicable

DOT

BUREAU OF HIGHWAYS
NON CONSTRUCTION
03-15-93

PART II
MODIFIED

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

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Attachment: 207654_22-5311 (5458 : Bristol Road - MDOT Contract for PE)

03-15-93

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SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. All work shall be performed in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
- C. In conformance with FAPG (23 CFR 630C): Project Agreements, the parties to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. On those projects funded with Federal monies, the DEPARTMENT shall, as may be required, secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- C. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- D. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.
- E. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

- F. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- G. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- H. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 201, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- I. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- J. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- K. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that canceled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the canceled portions of the PROJECT will be promptly refunded.
- L. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the

language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
 The Data Collection Form
 The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
 Accounting Service Center
 Hannah Building
 608 Allegan Street
 Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FAPG Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. General Conditions:

1. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
2. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

SECTION IV

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way acquisition.
- C. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- D. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

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

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C**TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE
AGREEMENTS WITH LOCAL AGENCIES****Assurance that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

RESOLUTION 2022-23
CITY OF BURTON
GENESEE COUNTY MICHIGAN

RESOLUTION

RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF BURTON, A MUNICIPAL CORPORATION OF GENESEE COUNTY, DOES HEREBY:

_____ moved and _____ seconded the following:

Approve and authorize the Mayor and City Clerk to execute a Contract with the Michigan Department of Transportation for The performance of preliminary engineering activities for road rehabilitation along East Bristol Road from Fenton Road to Saginaw Street; and all together with necessary related work in the City of Burton, Genesee County (DPW project No. 21-022-P) MDOT Control Section STU 25000, Michigan Department of Transportation Contract 22-5311 for Job Number 207654PE at an estimated total cost of \$137,600 of which the City of Burton's final cost will be approximately \$27,520. and to authorize Amber Abbey, Street Administrator / Deputy DPW Director to digitally sign said contract on behalf of the City of Burton.

CERTIFICATION

I, Racheal Boggs, City Clerk of Burton, do certify that the above Resolution was duly adopted in conformance with Act 267 Public Acts of Michigan, 1976, at a Regular Council Meeting of the City of Burton Council held at Burton City Hall, July 7, 2022 by the following vote:

Ayes:

Nays:

Absent:

THIS RESOLUTION IS DECLARED ADOPTED

Dated: _____

Racheal Boggs, City Clerk

Prepared by:
City of Burton
4303 S. Center Rd. Burton, MI 48519

Attachment: RESolution to approve PE (5458 : Bristol Road - MDOT Contract for PE)