



CITY OF BURTON
BURTON CITY COUNCIL MEETING
MAY 4, 2015
MINUTES

Council Chambers

Regular Meeting

7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Tom Martinbianco at 7:00 PM.

A. INVOCATION LED BY: DUANE HASKINS

B. THE PLEDGE OF ALLEGIANCE IS LED BY: DUANE HASKINS

C. ROLL CALL

Attendee Name	Title	Status	Arrived
Tom Martinbianco	President	Present	
Duane Haskins	Vice-President	Present	
Dennis O'Keefe	Councilman	Present	
Steven Heffner	Councilman	Present	
Ellen Ellenburg	Councilwoman	Excused	
Vaughn Smith	Councilman	Present	
Steven Hatfield	Councilman	Present	

D. STAFF PRESENT

Paula Zelenko, Mayor
Michael Joliat, Attorney
Robert Slattery, DPW Director

Rik Hayman, Chief of Staff
Sue Warren, Human Resources
Teri McCrea, Record Tech.

E. APPROVAL OF MINUTES

1. City Council - Regular Meeting - Apr 20, 2015 7:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Duane Haskins, Vice-President
SECONDER:	Steven Heffner, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Hatfield
EXCUSED:	Ellenburg

2. City Council - Committee of the Whole - Apr 23, 2015 6:30 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Duane Haskins, Vice-President
SECONDER:	Steven Heffner, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Hatfield
EXCUSED:	Ellenburg

F. ADMINISTRATIVE REPORTS

Mayor Zelenko went over the agenda items.

Item 1 Attorney Billing

Item 2 Consumers Street light contract resolution. Standard Language on the contract. We will be receiving over \$133,000.00 in refund from Consumers due to several years of over charges. This was found during a Consumers Energy's audit process.

Item 3 and 4 are sale of City owned properties. Both properties are being sold at the Council set price and only require one approval.

Item 5 is the Resolution Stantec briefed you on at the last meeting for Phase 2 of DWRP.

Item 6 is the contract with Stantec for oversight and construction services for the Phase 2 of DWRP.

Item 7 and 8 are action items required by the State when the name or position of the City's representative on the plans or projects using State grant or loan funding has changed.

Mayor Zelenko stated Center Road project is on schedule. Belsay Road still on schedule to begin in July. Watermain and sewer project are also on time. Consumers is continuing their work on Lapeer Road. The water tower has been repainted and we are wrapping up that project.

Just a reminder that the Memorial Day race, Parade and celebration is rapidly approaching. I will leave the details to Mr. Heffner.

G. COMMITTEE REPORTS

Mr. Heffner would like to schedule a Public Access Meeting; conflict in scheduling due to Budget Workshop meetings as iterated by Mayor Zelenko prevents scheduling a Public Access Meeting. Mr. Heffner then suggested a discussion during next council meeting. Mr. Heffner stated the topic for discussion will be the City of Burton Website. Mr. Heffner indicated he received word from Revize (Web Design Company of Troy, Michigan) that the cost would be approximately \$6,000.00 to bring the website up to par.

Mr. Martinbianco stated it would not be under Committee Reports on the agenda, but rather Council Discussion, he cautioned that budget numbers for Website Design (IT) be available (FY 2015 & 2016) for the discussion.

Mayor Zelenko stated the Web Site Design Discussion will be on the agenda under council discussion for possible recommendation and action. Speaking to Mr. Martinbianco she stated it could be added to Council Action Items that night if the need arises.

H. AUDIENCE PARTICIPATION

Mr. Coland LeGrande of Burton summarized issues regarding a neighbor interfering with his rental property. Neighbor had a PPO placed on Mr. LeGrande, was told he would be arrested if he violated the PPO. City Inspector tagged house as uninhabitable due to insufficient number of smoke detectors. Requested copy of charter where it states two smoke detectors are required in one bedroom.

Mr. Martinbianco stated it would not be in the City Charter but would be in building/property

maintenance codes, he further stated that council will look into the matter.

Mr. Seth Wheaton stated he has two issues to address before council, first would be a zoning issue. He has emailed pictures and a detailed letter to the email address for Zoning on website April 4th and received no response. Business is at 2456 Howe Road, it has a dilapidated fence which was addressed before council prior. Mr. Wheaton has spoken to the business owner regarding the problem with the fence with no resolution. Second issue is vehicles and motorcycles speeding on his street, requested increase police presence.

Mr. James Shustock of Burton referred to the Mayors statement that the Center Paving Road Project is on schedule; requested the completion date of the Center Paving Road Project. Mr. Martinbianco stated he would get him an answer.

Mr. John Stapish of Burton expressed concern over a yellow City Truck that sped by him while traveling on Center Road and that there is no number on the back of the truck to identify the vehicle. Different colors of DPW trucks, why can't all vehicles for the city be the same color? Meijer gas station holes were dug and patched with Asphalt. It's solid, not spilled over or bulging up, he indicated the city needs to find out who did that work and do the same for the city roads.

Mr. Rick Fuhst of Burton expressed concern over the dollars thrown at the City Website and compared it to a boat with a hole in the water and the money could be spent better elsewhere. He expressed concern over street lights, wants to know what the cost is annually. Mercury Vapor and High Pressure Sodium, he feels the City needs to get Consumers on board to switch over to LED lighting as a cost savings initiative.

I. COUNCIL DISCUSSION

Mr. O'Keefe began with concerns over the availability of the budget to the public. He fields questions from Burton Residents regarding the availability of the budget for citizen review; on several occasions he has advised that the budget is available in the Clerk's Office for viewing. A concerned resident questioned Mr. O'Keefe as to how many pages does the budget consist of? Mr. O'Keefe replied he was not sure of the exact number but it could be approximately 50 pages. The resident expressed concern of having to stand in the Clerk's Office for a lengthy amount of time to review 50 pages of numbers. Another citizen stated that he works in Detroit and between his work schedule and travel time it does not permit him to be in Burton during City Hall office hours to review the budget. Mr. O'Keefe stated that Mr. Austin (former City Attorney) stated the budget could not be posted on the website.

Mr. O'Keefe requested that Mrs. Doyle or Mr. Joliat take a look at the issue of the availability of the budget for review and do some due diligence and come back with a plausible explanation as to why the budget cannot be posted on the website. He further stated we all talk about transparency and how we can better serve Burton residents.

Mr. Martinbianco stated it was a legitimate concern and that Mr. Joliat could research state statutes and the Home Rules City Act that would prohibit us from posting on the website. These points are all valid, however it's not a completed document it's only a proposal, and if anyone wanted to weigh in on it they would not be able to giving the circumstances of Mr. O'Keefe's associate who works in Detroit. Please have the requested information available for next City Council Meeting.

Mr. Heffner stated the Mayor has spoken on this before, can you please explain again why the budget cannot be posted on the website.

Mayor Zelenko offered an explanation that due to the City Charter and to be compliant with

it, a hard copy of the budget is available only in the Clerk's Office. However citizens may FOIA a copy of the budget, FOIA will supersede the Charter allowing a citizen to have a copy. Mrs. Doyle has researched this topic, and as long as the budget is stamped "preliminary" or "draft" there is no problem in meeting FOIA requirements. There is an associated cost to providing a copy of the budget and it could be sent to a person who is unable to pick it up during City Hall working hours.

Mr. O'Keefe understands the Charter but does not agree with it, the Charter was written long ago before computers and internet, however if we put it on the Clerk's page what would be the difference?

Mayor Zelenko stated good point we will look into this.

Mr. O'Keefe stated we need to work around this.

Mr. Smith referring to Mr. Fuhst's earlier concerns on the street lighting; expense versus budget for this line item, can see that the expense is going down. City is currently at 66% expended of the budgeted value, expense is continually going down.

Mayor Zelenko states that a refund is included in the audit of Consumers; cost has gone down due to use of high sodium lights. When Consumers performed the audit they noticed they were charging the City a higher rate, therefore the City will receive a refund from Consumers.

Mr. Slattery added that traffic signal lights that are LED will reduce cost by 90% and will be replacing 14 lights with LED in 2016. The remaining lights will be at a cost of approximately \$60,000.00 plus. This will save 80 to 90% in cost with the replacement to LED. The lights will pay for themselves in a very short time. He will propose replacement cost in the forthcoming budget.

Mr. Vaughn asked when will the Center Road Project be completed.

Mayor Zelenko stated it is scheduled for completion by the 4th of July holiday minus some restoration and other minor items.

Mr. Smith brought up the MERS situation that has been plaguing the council for a while now. He asked Council to give serious consideration to MERS; "stating no problem, just give us more money." Mr. Smith further stated he does not trust MERS. There needs to be an independent actuary to come in and audit, do we really owe the money MERS is asking for? Labor and MERS is over 80% of our budget. The City has a 28 million unfunded liability with MERS, it was 16 million back in 2005, and this has not been working since day one. I am asking Council what their thoughts are on this, we cannot continue to budget on "quicksand".

Mr. Martinbianco indicated that you are looking for a forensic audit to a certain degree in respect to where MERS started and contributions during the interim and up to today as to how those contributions were inadequate to fund propositions and guarantees that they made moving forward. Can have this discussion during the budget commentary; I am requesting the administration to put out an request for quote (RFQ) for an actuary within reasonable cost to enable us to get a handle on this.

Mr. Haskins suggested the RFQ to be done immediately.

Mr. Martinbianco agreed on expediency in this matter; however we need a detailed plan with parameters, and components for the actuary prior to sending out an RFQ. We have a

general idea of what we want from the actuary. We need to run it by the City Attorney to make certain we haven't forgotten anything and make sure we are asking the right questions of a perspective company and go from there.

Mayor Zelenko stated Ginger has contacted Gabriel, Roeder, Smith & Company, the company that handles the actuaries for retiree's healthcare. Has sent her preliminary information regarding MERS asking advice on how we proceed from here. Ginger is trying to get as much information and guidance as possible before they send a letter saying they will help us.

Mr. Martinbianco thanked the Mayor for being pro-active.

Mayor Zelenko stated will bring you the information as soon as possible.

Mr. Haskins asked Mr. Martinbianco, for clarity purposes just need to set parameters of what we want the RFQ to be a forensic audit where we started and how we got here, what more do you need.

Mr. Martinbianco wants time to think about what is needed for an actuary, need to see what the cost will be and if it will exceed the long range benefit.

Mr. Hatfield said everyone knows that the MERS situation was funded poorly, many changes have been made since it was instituted which have not helped. Would be interested in looking at what changes they made along the way and if they were even legal. Would also like some kind of forecasting done and what we can do to remedy our plan. Also make ourselves aware of other municipalities that have challenged the MERS actuarial. Have our own actuarial challenge the MERS actuarial. I would also like to comment on the Website and do not disagree with the comment earlier "it's like a boat." It's a tool that is being utilized by our citizens and needs to be user friendlier, and more information and documents need to be posted online for transparency purposes. Very worthy project and I support it completely.

Mr. Martinbianco summarizing audience participation - Mr. Wheaton's fence on Howe Rd issue has been properly noted, will take a look at that. Mr. LeGrande's issue is multi-faceted, need to have Stuart give us an update on where we are at with that and furnish to the entire council. Administration make a note of two pot holes at 6240 Crabtree which was reported to him this afternoon, have someone from the road department go over to take a look at.

J. COUNCIL ACTION

1. Approve and Authorize the Attorney Bill (Amanda Doyle) 04/15/15 to 04/28/15 in the amount \$4,539.25.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice-President
SECONDER:	Steven Heffner, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Hatfield
EXCUSED:	Ellenburg

2. Consumers Energy Street Lighting Contract

RESULT: CARRIED [UNANIMOUS]
MOVER: Duane Haskins, Vice-President
SECONDER: Steven Hatfield, Councilman
AYES: Martinbianco, Haskins, O'Keefe, Heffner, Smith, Hatfield
EXCUSED: Ellenburg

3. Approve and authorize the sale of 2065 E. Judd Rd., Parcel No. 59-32-503-106, to give first and final approval for the sale of this improved parcel to Robert Stone, Jr., 14502 Hess Rd., Holly, MI 48442 for the sum of \$2,150 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: Steven Heffner, Councilman
SECONDER: Duane Haskins, Vice-President
AYES: Martinbianco, Haskins, O'Keefe, Heffner, Smith, Hatfield
EXCUSED: Ellenburg

4. Approve and authorize the sale of Vacant Lot - Shaw St., Parcel No. 59-28-501-089, to give first and final approval for the sale of this improved parcel to Patrick W. Keely, 3167 Myrton St., Burton, MI 48529, for the sum of \$750 cash or its equivalent, and authorize the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

RESULT: CARRIED [UNANIMOUS]
MOVER: Duane Haskins, Vice-President
SECONDER: Steven Heffner, Councilman
AYES: Martinbianco, Haskins, O'Keefe, Heffner, Smith, Hatfield
EXCUSED: Ellenburg

5. Approve and authorize Mayor and Clerk to sign Resolution 2015-10 to award the DWRP Phase 2 construction contract to Bricco Excavating Company LLC, 21201 Meyers Road, Oak Park, MI 48237. The lowest responsive bidder.

RESULT: CARRIED [UNANIMOUS]
MOVER: Steven Heffner, Councilman
SECONDER: Duane Haskins, Vice-President
AYES: Martinbianco, Haskins, O'Keefe, Heffner, Smith, Hatfield
EXCUSED: Ellenburg

6. Approve and Authorize the Mayor and City Clerk to amend the existing design contract with Stantec Consulting Michigan Inc., of Ann Arbor, MI, to include construction services for DWRP Segment 2 construction at a cost not to exceed \$352,000.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice-President
SECONDER:	Steven Heffner, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Hatfield
EXCUSED:	Ellenburg

7. Approve and authorize that the Director of Public Works, a position currently held by Robert Slattery, is designated as the authorized representative for all activities associated with the water systems improvement plan.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Steven Hatfield, Councilman
SECONDER:	Duane Haskins, Vice-President
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Hatfield
EXCUSED:	Ellenburg

8. Approve and authorize that the Director of Public Works, a position currently held by Robert Slattery, is designated as the authorized representative for all activities associated with the State Revolving Fund for sewer projects.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Steven Hatfield, Councilman
SECONDER:	Steven Heffner, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Hatfield
EXCUSED:	Ellenburg

Meeting was adjourned at 8:05 PM.



CITY OF BURTON

BURTON CITY COUNCIL MEETING

APRIL 20, 2015

MINUTES

Council Chambers
Regular Meeting
7:00 PM

**4303 S. CENTER ROAD
BURTON, MI 48519**

This meeting was opened by President Tom Martinbianco at 7:05 PM.

A. INVOCATION LED BY: STEVEN HATFIELD

Before Mr. Hatfield Invocation Judge Advocate Bob Wilson presented the Disable American Veteran Flag to President Martinbianco.

B. THE PLEDGE OF ALLEGIANCE IS LED BY: STEVEN HATFIELD

C. ROLL CALL

Attendee Name	Title	Status	Arrived
Tom Martinbianco	President	Present	
Duane Haskins	Vice-President	Present	
Dennis O'Keefe	Councilman	Present	
Steven Heffner	Councilman	Present	
Ellen Ellenburg	Councilwoman	Present	
Vaughn Smith	Councilman	Present	
Steven Hatfield	Councilman	Present	

D. STAFF PRESENT

Paula Zelenko, Mayor
Amanda Doyle, Attorney
Sue Warren, Human Resources
Teresa Karsney, Clerk

Rick Hayman, Chief of Staff
Robert Slattery, DPW Director
Bette Bigsby, Benefits

E. APPROVAL OF MINUTES

1. City Council - Committee of the Whole - Apr 6, 2015 6:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Duane Haskins, Vice-President
SECONDER:	Steven Heffner, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

2. City Council - Regular Meeting - Apr 6, 2015 7:00 PM

Minutes Acceptance: Minutes of Apr 20, 2015 7:00 PM (APPROVAL OF MINUTES)

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Duane Haskins, Vice-President
SECONDER:	Steven Heffner, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

F. ADMINISTRATIVE REPORTS

Mayor Zelenko stated the March Revenue Expenditure report is included in your packet.

Item 1 is the Attorney Billing
 Item 2 Resolution request for Flint Junior Golf Association
 Item 3 Residential Sewer and Water Installer's license
 Item 4 To accept the extend for the Kelly Lake Project
 Item 5 Is annual agreement with DM Burr for Summer Help

We had initially planned to have Mr. Deeter and Mr. Bendzinski here tonight to begin the discussion on road funding and bonding, as well as the difficulties of borrowing from ourselves. Both gentlemen are not able to be here until Thursday night.

In response to the high number of telephone inquires regarding the May 5th ballot issue, on Tuesday, April 21, 2015 at 6:00 p.m. in the Council Chambers, the City of Burton will host a Town Hall Meeting on the pros and cons of State Proposal 1. The Michigan Municipal League addressing the need for passage and the Coalition Against Higher Taxes and Special Interest Deals will address the opposing side.

The Center Road project is on schedule and going well. Even though we have to add a little traveling time for driving Center Road, it is important to continue to support the businesses along the construction route.

As you know, we have been trying to put together a pothole reporting program. Thanks to Mr. Slattery, it appears we are closer to getting this off the ground.

We are in the process of receiving bids for the Waste Removal and Recycling contract. To date, we have 5 bid packages. The bid opening is April 27th. So you should expect to see the bid tab and take action on the acceptance at your May 4th meeting.

Ginger has put together a preliminary schedule for budget workshops. We have done our best to accommodate everyone's calendar the majority of the time. The two nights are council meeting nights. In addition, Council Finance Chair Smith has requested some additional information in preparation for the budget workshops. We are working on gathering that information in hopes of having it to you before the first budget workshop, but if not by then, you will have by your next council meeting.

On a lighter note... few months ago, Mrs. Bigsby had submitted a brief essay in Charmin's Save the Butts of the Ones Who Save Ours contest. She wrote of all of the community involvement, charity work and the selfless acts of kindness by our fire department. It made an impression on the folks at Charmin because over 900 rolls of Charmin toilet tissue were delivered to the Burton Fire Department last week. Congratulations to the Fire Department and thank you Mrs. Bigsby.

Lastly, Mr. President, tonight Dima El-Gamal and Brian Simmons from Stantec are here to give you an update as we head into Phase II of the water project. We will have resolution and acceptance of bids in front of you at the your May 4th meeting. At this time, I would

Minutes Acceptance: Minutes of Apr 20, 2015 7:00 PM (APPROVAL OF MINUTES)

like to defer to Dima and Brain.

Ms. El-Gamal stated that they would like to give the Council a heads up that there will be a resolution and acceptance of bid on May 4th for the DWRP Funding Phase II which closes in June 2015. Mr. Simmons will give us an update on where the project is.

Mr. Simmons stated that on April 7, 2015 were received three bids. The low bidder was determined to be non responsive by MDEQ so we are in the process of reviewing the next bidder.

Mr. Martinbianco asked what does non responsive mean?

Ms. El-Gamal stated that the DWRP comes with a lot of specific items that need to be met. In this matter they did not meet the DB requirements. They didn't try hard to solicit DB contractors or subcontractors. MDEQ reviewed their submittal and decided it was not acceptable.

1. March 2015 Revenue and Expenditure

G. COMMITTEE REPORTS

Mrs. Ellenburg stated the library will be having a book sale on Thursday, April 23, 2015 from noon to 5:00 p.m. and again on Saturday, April 25th at 10:00 a.m. to 3:00 p.m.

Mr. Heffner stated that there was a Public Access meeting earlier tonight. We discussed the redesign of the City website and also a facebook page for the City. He is currently waiting on Joe from Revise on the cost to redesign it. He said the Administration is suppose to be working on a facebook page for the City.

Mr. Martinbianco asked what steps have we taken for a social media policy.

Mayor Zelenko stated that we are in the process of trying to develop that now and Mr. Udell has some sample policies.

Mr. Heffner stated that Parks and Recreation has 325 children signed up for the Youth League. There are still a lot of openings for T-ball. Boys and Girls ages 12-14 there are still teams available. Last day to sign up will be May 3rd and the season begins June 2nd.

Mr. Heffner said there will be a Memorial Day Planning meeting on April 28th at 5:30 p.m. Please let Mrs. Bigsby know if you want to volunteer or be in the parade.

Movies in the Park will start on July 10th which will be "Frozen" sponsored by Genesee Health Plan. July 18th will be "Planes Fire and Rescue" sponsored by Burton Fire Department. On August 1 we will have "Monsters University" sponsored by Mott College. Please check the website and there may be a few additions in the future.

H. AUDIENCE PARTICIPATION

Danny Wells of Burton was here to ask about the hiring of DPW Director. He thought we should have taken resumes and see if we could get someone with some new ideas. If you all recall that after the taxpayers of Burton passed the Police millage, I made a motion for a pay and hiring freeze with the exception of the Police Department. He felt with the millage there were several items that needed to be addressed starting with MERS, and by applying the stop gap measures we could rap our heads around the issues. At that time there was no support. I ask all of you to please add to your agenda tonight a pay and hiring freeze until the budget is passed. I would also request you get an updated employee roster including wages and hiring date.

I. COUNCIL DISCUSSION

Mr. O'Keefe on behalf of the Council I would like to welcome Boy Scout Troop 160 sponsored by the VFW Hall on Lapeer Road and they are here to learn about local government to earn a merit badge. He is very happy to see young people at our meetings.

Mr. O'Keefe would also like to remind everyone about Spring Clean Up Week on May 18th to 23rd. There are flyers upstairs.

Mr. Smith asked if the Budget workshop dates were ok with everyone. Mrs. Ellenburg stated that April 29th and May 4th she would not be available. Everyone else said they were fine with the dates.

Mr. Smith read aloud the following email he had sent to the Mayor.

Hi Paula,

I know you have in the interest of improving efficiency for the City of Burton made some hires and combined some job duties. In reviewing the 2015-16 City of Burton Budget, I having difficulties in tracking in some cases where these associated additional personnel costs appear in budget. With the budget unclear to me in this regard, I am requesting from your office the following:

- Any new created and/or combined position(s) which have occurred in the last budget year and are now included in the 2015-2016 Burton department budget.
- Salary and fringe benefit costs or incremental cost for new position(s) newly combined positions
- Any merit or contractual raises provided to city employees and the basis for these raises, i.e. contractual or otherwise.
- What efficiency will the new position(s) provide for benefit of the residents of the City.

I realize this information is going to take some time to sort from the budget and I do appreciate your efforts to provide a clear vision of our new city personnel and how they improve our city. I am requesting this information be made available to me at your earliest convenience, but no later than our first budget workshop. I would like to share this information with the City Council at the appropriate time.

Mayor Zelenko replied to him: Mr. Smith, We have already planned to provide this information during budget workshops, however, I cannot promise you will have it prior to the first workshop due to the timing of your request, vacations, and work/meeting schedules of the personnel needed to provide assistance. We will do our best.

Mr. Haskins commented that he had the same concerns as Mr. Smith. He would consider a line item budget and would like a list of employee, wages, benefits and hire date.

J. COUNCIL ACTION

1. Approve and authorize the Attorney Billing (Amanda Doyle) from 04/01/15 to 04/14/15 in the amount of \$2,924.25.

RESULT: CARRIED [UNANIMOUS]
MOVER: Duane Haskins, Vice-President
SECONDER: Ellen Ellenburg, Councilwoman
AYES: Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

2. Approve and authorize the Mayor and City Clerk to sign the Resolution 2015-7 approving the request from Flint Junior Golf Association of Burton.

RESULT: CARRIED [UNANIMOUS]
MOVER: Duane Haskins, Vice-President
SECONDER: Steven Heffner, Councilman
AYES: Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

3. Approve and authorize the request for Residential Sanitary Sewer & Water Installer's License for Root A Way Drain Cleaning, 7207 Kessling, Davison, MI 48423.

RESULT: CARRIED [UNANIMOUS]
MOVER: Duane Haskins, Vice-President
SECONDER: Steven Heffner, Councilman
AYES: Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

4. A Resolution 2015-8 to extend the Kelly Lake Park Improvement project TF 12-060, project period from March 27, 2015 to September 30, 2015.

RESULT: CARRIED [UNANIMOUS]
MOVER: Steven Heffner, Councilman
SECONDER: Duane Haskins, Vice-President
AYES: Martinbianco, Haskins, O'Keefe, Heffner, Ellenburg, Smith, Hatfield

5. 1499 : DM Burr Summer Help Contract as amended.
 Mr Smith asked if this was going to be on two budgets because this budget ends on June 30, 2015.

Mayor Zelenko stated yes.

Sue Warren stated the union gives us an extension until the end of October. Because this covers 2 fiscal years this is the amount for 2014-2015 fiscal year and we will bring it back again the first meeting in July.

Mr. Martinbianco asked didn't we already approve for 2014-2015 budget year.

Ms. Warren stated yes but that contract ended in October 2014 and this is a new contract.

Mr. Heffner asked what is the second half going to cost us, will it be another \$20,000.00?

Ms. Warren stated it would be about 50% more because it's 4 months instead of 2 1/2 months. We are looking at starting with 2 with the possibility of going to 4 depending on how much more property we will have to mow. Our plan is to start with 2 and increase it to 4.

Mr. Martinbianco stated that it should say up to 4 instead of 4. Motion was amended to state for the purpose of hiring up to 4 Summer Labor workers.

RESULT:	CARRIED [6 TO 1]
MOVER:	Steven Heffner, Councilman
SECONDER:	Dennis O'Keefe, Councilman
AYES:	Martinbianco, O'Keefe, Heffner, Ellenburg, Smith, Hatfield
NAYS:	Haskins

Meeting was adjourned at 7:44 PM.



CITY OF BURTON
BURTON CITY COUNCIL MEETING
APRIL 23, 2015
MINUTES

Council Chambers

Committee of the Whole

6:30 PM

4303 S. CENTER ROAD
BURTON, MI 48519

This meeting was opened by President Tom Martinbianco at 6:34 PM.

A. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Tom Martinbianco	President	Present	
Duane Haskins	Vice-President	Present	
Dennis O'Keefe	Councilman	Present	
Steven Heffner	Councilman	Present	
Ellen Ellenburg	Councilwoman	Present	
Vaughn Smith	Councilman	Present	
Steven Hatfield	Councilman	Present	

B. STAFF PRESENT

Paula Zelenko, Mayor
 Greg Kray, Deputy DPW Director/Engineer
 Sue Warren, Human Resources
 Teresa Karsney, Clerk

Bob Slattery, DPW Director
 Rik Hayman, Chief of Staff
 Doug Bingaman, Treasurer
 Ginger Burke-Miller, Controller

C. AUDIENCE PARTICIPATION

None

D. COUNCIL DISCUSSION

1. Discussion on Funding Mechanism.

Mr. Deeter stated the question came up about what happens when we borrow money from one fund and spend it on another fund. It is different than a bank. When you do that, it is an external revenue source coming into the city. The funds that issues the loan will recognize the revenue coming in and you can spend it on the project. This has minimal impact on the bottom line number when you're done with the project. For example: the general fund making a loan to major streets. It can be done however when you do this it isn't revenue to major streets. It is considered a liability of major streets. It comes in as cash and a liability in the balance sheet. When you spend that money and there's no revenue, the fund goes into a deficit.

Mr. Haskins asked what liability means in this circumstance.

Mr. Deeter stated when you owe another fund money, you have expenses and no off-setting revenue. It creates a deficit and you are required to file a plan with the state on how you intend to eliminate the deficit. Sometimes it makes economical sense to borrow from yourself because you pay yourself the interest instead of

Minutes Acceptance: Minutes of Apr 23, 2015 6:30 PM (APPROVAL OF MINUTES)

paying it externally. The downside is if the fund doesn't have enough other resources in it, it puts it in the hole. This can create future budgeting concerns. When you borrow from a bank, it's new money coming into the city.

Mrs. Ellenburg asked what accounting rules have changed from the past because we used to be able to borrow money between funds without changing our accounting form.

Mr. Deeter stated he is unaware of any current changes and this was probably a determination from previous auditors. He said it could have been that when you have done that in the past and there was no deficit, the fund, at that time could've had enough resources in it to absorb that amount. He said it could also be that you paid it off before the end of the fiscal year.

Mr. Martinbianco stated Mr. Bendzinski has been a long time financial advisor for the City and asked for his input regarding investments in infrastructure improvements: roads, water, and sewer.

Mr. Bendzinski stated borrowing money, having a deficit, and filing reports with the state is not a bad thing. You will have grants from Federal and State to repay these loans from other funds. It to the state is not a problem and it would not hurt your rating from a financial standpoint. You can do it, it just entails some extra budget requirements. If you don't want to do this, there are a couple options to borrow. You can borrow for 50% of the grant as a Grant Anticipation Loan. Mr. Bendzinski does not recommend this. He said it doesn't really solve the problem because the State only allows you to borrow 50%, where is the other 50% coming from? The other option is to bond through a General Obligation Limited Tax Bond. Mr. Bendzinski does not recommend bonding with the MTF (Michigan Transportation Fund) bond. It is too complicated. He said The best thing to do is borrow through a Limited Tax General Obligation Capital Improvement Bond.

Mr. Martinbianco asked if the proposal passes in May, will we get money from the state.

Mr. Bendzinski said he didn't think that would happen.

Mr. O'Keefe stated we have major streets with no plan at all. This is a long term need which requires a long term loan. He said I am interested in a big project, not the stuff on the books right now. Nobody knows what will happen on May 5th, if we did get money from Proposal 1 being approved, we could use it for debt service.

Mayor Zelenko stated \$1.6 million is projected if Proposal 1 passes. It would be an annual amount beginning in 2018. Depending on the Legislature, we are not sure if we will be able to use it for debt service or if it has to be for special projects.

Mr. Bendzinski stated you can vote a bond issue and levy a tax to pay for roads over and above. How you pay for it is another question but you have that option as a City to hold an election and vote bond issues for street improvements. Many municipalities have done this recently. Bond issues are getting approved for road purposes. Taxable values have declined for several years and they are not moving up

at a rapid pace, voting a bond issue is your best option. It provides the ability to improve the roads and a revenue source to pay the debt.

Mr. Martinbianco stated Mr. Deeter and Mr. Bendzinski will work together and provide some options.

Mrs. Ellenburg stated Mr. Slattery has worked with MML and been with transportation for quite a while. She asked if Mr. Slattery had any updates on what is coming through legislation.

Mr. Slattery stated if this money could be used for debt service last year, his understanding is we should be able to use it in the same manner going forward.

Mr. Heffner asked other than Center Road and Belsay Road, what else is slated that has been approved.

Mr Slattery stated we need a long term plan for the roads and if you have not had it in the past, you certainly will in the near future.

Major Zelenko said the challenge we have in the near future is Center Road. One of the pitfalls of the advance construction was borrowing money from ourselves. That's why in the proposed budget it is stated we need to look at a short term loan.

Mr. Smith stated the forecast was \$500,000 for roads. Rather than use it as match money, use it to service the debt, how much money would that generate with bonds.

Mr. Bendzinski stated the City could borrow \$5.5 million for 15 years, at 4%.

Mr. Smith stated this would buy us some time and maybe down the road there would be other options. This is leveraging money smartly.

Mrs. Ellenburg asked what would the \$5 million do?

Mr. Slattery stated you can't rebuild a lot of roads for that money. You can preserve a lot of roads for \$5 million. No road lasts forever, eventually you will have to rebuild the roads but that is part of the long term plan.

Mr. Martinbianco said in addition to the roads, we are working on paying back the water and sewer funds. The big thing is how we are going to move forward regarding funding, given our existing level of funding, and depending on what is going to happen May 5th.

Meeting was adjourned at 7:39 PM.



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

Meeting: 05/04/15 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Teresa M. Karsney
Department Head: Teresa M. Karsney

J.1

ADOPTED

AGENDA ITEM (ID # 1554)

DOC ID: 1554

Approve and Authorize the Attorney Bill (Amanda Doyle) 04/15/15 to 04/28/15 in the amount \$4,539.25.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice-President
SECONDER:	Steven Heffner, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Hatfield
EXCUSED:	Ellen Ellenburg



ADOPTED

AGENDA ITEM (ID # 1545)

DOC ID: 1545

Consumers Energy Street Lighting Contract

RESOLUTION NO. 2015-9
CITY OF BURTON
GENESEE COUNTY, MICHIGAN

_____ moved, _____seconded the following:

RESOLVED, that it is hereby deemed advisable to enter into a contract with Consumer Energy Company of Jackson, Michigan, for furnishing lighting service within the City of Burton for a period of (1) year and thereafter from year to year, in accordance with the terms of the contract heretofore submitted to and considered by Council; and

RESOLVED, further, that the Mayor and the Clerk be and are authorized and directed to execute such contract on the behalf of the City of Burton.

STATE OF MICHIGAN
COUNTY OF GENESEE

RESOLUTION DECLARED ADOPTED:

Ayes:
Nays:
Absent:

Paula Zelenko, Mayor date

Teresa Karsney, City Clerk date

CERTIFICATION

I hereby certify that I am the Clerk of the City of Burton and that the foregoing resolution was adopted at a meeting held on the 4th day of May, 2015 by the Burton City Council of the City of Burton and that the meeting was noticed in conformance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 et seq.

Teresa Karsney, Burton City Clerk

ATTACHMENTS:

- Consumers Contract 04232015(PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice-President
SECONDER:	Steven Hatfield, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Hatfield
EXCUSED:	Ellen Ellenburg

J.2



**STANDARD LIGHTING CONTRACT
(COMPANY OWNED) FORM 548**

Contract Number: 100000186419

Notification Number: 1020982324

Part I

Effective date of agreement: 11/1/2014

Company:
CONSUMERS ENERGY COMPANY

Customer: Burton

A Michigan Corporation
ONE ENERGY PLAZA
JACKSON, MI 49201-2357

Customer Type: City

County: Genesee

ZIP Code: 48519

Lighting Type: General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Initial Term: 1 year(s) beginning with the Effective Date of Agreement stated above.

Part II

TERMS AND CONDITIONS, is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS.

CONSUMERS ENERGY

Customer: Burton

Customer Type: City

CE Representative Signature:

Customer Representative Signature:

CE Representative Name:

Print Name: _____

Title: _____

CE Representative Title:

Clerk Attest: _____

Attachment: Consumers Contract 04232015 (1545 : Consumers Energy Street Lighting Contract)

Standard Lighting Contract Terms and Conditions

1. The Company agrees to furnish the Customer with lighting service respecting the luminaires, lamps and other equipment constituting the installation(s) listed in Part I and also to furnish lighting service respecting any additional luminaires, lamps and other equipment to be installed hereunder as may be authorized by the Customer through execution of an Authorization for Change in Standard Lighting Contract, attached to and made a part of this Agreement as Form 547.

AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING CONTRACT (COMPANY-OWNED)

Consumers Energy Company is authorized as of _____ by the _____ to make changes, set forth below, in the lighting system covered by the existing Standard Lighting Contract between the Company and the _____ dated _____.

Lighting Type: _____
 Street: _____
 Installation Number: _____
 Construction Work Order Number: _____

Except for the changes in the lighting system(s) as herein authorized, all provisions of the above said Standard Lighting Contract shall remain in full force and effect.

By _____
 its _____

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission. The word "each" shall be deemed an "either". Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

Form 547 05-2014 Page 1 of 2

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the _____ of _____, is _____, in accordance with the Authorization for Change in Standard Lighting Contract dated _____, as heretofore submitted to and considered by this _____ ☐ commission ☐ council ☐ board and _____.

RESOLVED, further, that the _____ Clerk be and is authorized to execute such authorization for change on the behalf of the _____ STATE OF MICHIGAN COUNTY OF _____.

I, _____ Clerk of the _____ do hereby certify that this foregoing resolution was duly adopted by title of said municipality, at the meeting held on _____.

Date: _____ Municipality Customer Type: _____

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD WITH INTENSITY DISCHARGE

Number of Luminaires	Nominal	Fixture	Fixture	Install	Location
Luminaires Type	Watts	Type	Style	Remove	OS
_____	_____	_____	_____	_____	_____

GENERAL UNMETERED EXPERIMENTAL LIGHTING RATE GUL

Number of Luminaires	Nominal	Fixture	Fixture	Install	Location
Luminaires Type	Watts	Type	Style	Remove	OS
_____	_____	_____	_____	_____	_____

Submit

Form 547 05-2014 Page 2 of 2

2. The Company's service lines necessary to supply the energy for said lighting equipment shall be constructed in the public streets and highways of the Customer, or on private property, as mutually agreed between the Company and the Customer. In cases where such lines are to be constructed upon private property, the Customer shall obtain and furnish to the Company adequate written easements granting permission to install and maintain such lines.
3. Neither party shall be liable to the other for damages for any act, omission or circumstance occasioned by or in consequence of any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, or by any other cause or causes beyond such party's control, including any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party hereto; provided, however, that the Company's responsibility for interruptions in service, phase failure or reversal, or variations in the service characteristics shall be as provided in the Company's Electric Rate Book as filed with and approved by the Michigan Public Service Commission and such amendments thereof as may be filed with and approved by the Michigan Public Service Commission from time to time. A copy of said Electric Rate Book will be furnished to the Customer upon request.
4. The Customer shall pay the Company for the lighting service herein provided for in accordance with the Company's applicable lighting rate, and in accordance with such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission from time to time.
5. The Company shall render to the Customer, as soon as possible after the first day of each month, a bill for all lighting service furnished hereunder during the preceding month. Such bills shall be due and payable within twenty-one days after their issuance.
6. The Company agrees to furnish a service for lighting and the Customer agrees to take service for lighting in accordance with the terms and conditions of the Company's General Service Unmetered Lighting Rate GUL and General Unmetered Experimental Lighting Rate GU-XL in accordance with such revisions and amendments thereof, supplements thereto, or substitutions therefore as may be filed with and approved by the Michigan Public Service Commission.

7. Further, the Company will, under the terms and conditions hereof and of the Company's General Service Unmetered Lighting Rate GUL and General Unmetered Experimental Lighting Rate GU-XL and such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission from time to time and at such locations as may be authorized by the Customer through execution of an Authorization for Change in Standard Lighting Contract (Form 547), relocate any lighting equipment which is included in the initial Company-owned installation or in the additional Company-owned lighting equipment identified in Part I, provided that:
 - a. Upon relocation of any of such lighting equipment, the Customer shall reimburse the Company for the Company's actual costs of such relocation regardless of the time period that such equipment has been installed, and
 - b. The relocated equipment shall conform with the provisions in such application rates
8. In addition, the Company will, upon termination of this Agreement by the Customer or breach of this Agreement by the Customer resulting in termination of this Agreement, remove all of the aforesaid Company-owned lighting equipment which is then installed and not thereupon covered by another lighting contract. Upon removal of all of such lighting equipment, upon termination of this Agreement as aforesaid, the Customer shall reimburse the Company for the Company's actual costs of removing such equipment regardless of the time period that such equipment has been installed. The Company reserves the right to require special contractual arrangements respecting the replacement of any of the Company-owned lighting equipment or the removal thereof prior to the termination of this Agreement.
9. This Agreement shall become effective on the Effective Date of Agreement identified in Part I and shall continue in effect for an initial term as stated in Part I and from year to year thereafter until terminated by mutual consent or upon twelve months written notice given by either party to the other. This Agreement, when effective, shall supersede all existing contracts with relation to the lighting service herein provided for.
10. This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.
11. Additional Items:
None

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

Number of Luminaires	Nominal Watts	Luminaire Type	Fixture Type	Fixture Style	Install Remove	Location
1	<u>100</u>	<u>HPS</u>				On Potter Drive between Lanning Drive and Covert Rd (north side)
1	<u>100</u>	<u>HPS</u>				On Genesee Road 2nd light north of Old Genesee Road (cs)
1	<u>100</u>	<u>HPS</u>				Intersection: Potter Road at Stockbridge Avenue (north east corner)
1	<u>100</u>	<u>HPS</u>				On Potter Road 1st light east of Alcott Avenue (south side)
1	<u>100</u>	<u>HPS</u>				On Potter Road 2nd light east of Alcott Avenue (south side)
1	<u>100</u>	<u>HPS</u>				On Potter Road 4th light east of Alcott Avenue (CS)
1	<u>100</u>	<u>HPS</u>				On Potter Road 2nd light west of Gehring Road (cs)
1	<u>100</u>	<u>HPS</u>				On Potter Road 1st light west of Gehring Road (cs)
1	<u>150</u>	<u>HPS</u>				Intersection: Potter Road at Gehring Road (cs)
1	<u>100</u>	<u>HPS</u>				On Potter Road 3rd light east of Belsay Road (cs)
1	<u>100</u>	<u>HPS</u>				On Potter Road 1st light west of Willowdale Drive (cs)
1	<u>100</u>	<u>HPS</u>				Intersection: Potter Road at Willowdale Drive (cs)
1	<u>100</u>	<u>HPS</u>				On Potter Road 1st light east of Willowdale Drive (cs)
1	<u>100</u>	<u>HPS</u>				On Potter Road 1st light west of Middlecroft Drive (cs)
1	<u>100</u>	<u>HPS</u>				Intersection: Potter Road at Middlecroft Drive (cs)
1	<u>100</u>	<u>HPS</u>				On Potter Road 1st light east of Middlecroft Drive (cs)
1	<u>100</u>	<u>HPS</u>				On Potter Road 2nd light east of Middlecroft Drive (cs)
1	<u>100</u>	<u>HPS</u>				Intersection: Potter Road at Briar Creek Drive (south east corner)
1	<u>100</u>	<u>HPS</u>				Intersection: Potter Road at Hillwood Drive (cs)
1	<u>100</u>	<u>HPS</u>				On Potter Road 1st light east of Whisper Ridge Drive (cs)

1	<u>100</u>	<u>HPS</u>	On Vassar Road 1st light south of Potter Road (cs)
1	<u>100</u>	<u>HPS</u>	On Vassar Road 2nd light south of Potter Road (cs)
1	<u>100</u>	<u>HPS</u>	On Vassar Road 3rd light south of Potter Road (cs)
1	<u>100</u>	<u>HPS</u>	On Vassar Road 1st light north of Brian Circle Lane (cs)
1	<u>100</u>	<u>HPS</u>	Intersection: Brian Circle Lane at Vassar Road (cs)
1	<u>100</u>	<u>HPS</u>	On Vassar Road 1st light south of Brian Circle Lane (cs)
1	<u>100</u>	<u>HPS</u>	On Vassar Road 1st light north of Pinebrook Lane (private) (cs)
1	<u>100</u>	<u>HPS</u>	Intersection: Pinebrook Lane (private) (east side)
1	<u>100</u>	<u>HPS</u>	Intersection: Timberwood Dr at Vassar Road (cs)
1	<u>100</u>	<u>HPS</u>	Intersection: Sprucewood Drive at Vassar Road (cs)
1	<u>100</u>	<u>HPS</u>	Intersection: Davison Road at Vassar Road (cs)
1	<u>100</u>	<u>HPS</u>	Intersection: E Court St at S Vassar Road (cs) (north side of I-69)
1	<u>100</u>	<u>HPS</u>	Intersection: E Court Street at Vassar Road (south side of I-69) east side
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 1st light south of E Court Street south (east side)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 2nd light south of E Court Street south (east side)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 3rd light south of E Court Street south (east side)
1	<u>100</u>	<u>HPS</u>	On Vassar Road 2nd light north of Lapeer Road (east side)
1	<u>100</u>	<u>HPS</u>	On Vassar Road 1st light north of Lapeer Road (east side)
1	<u>250</u>	<u>HPS</u>	Intersection: Lapeer Road at S Vassar Road (south west corner)
1	<u>175</u>	<u>MV</u>	On S Vassar Road 1st light south of Lapeer Road (east side)

1	<u>175</u>	<u>MV</u>	On S Vassar Road 1st light south of Blankenship Circle (north end) (cs)
1	<u>175</u>	<u>MV</u>	On S Vassar Road 2nd light south of Blankenship Circle (north end) (cs)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 1st light north of Hidden Trails (west side)
1	<u>175</u>	<u>MV</u>	On S Vassar Road 1st light south of Hidden Trails (west side)
1	<u>175</u>	<u>MV</u>	On S Vassar Road 2nd light south of Hidden Trails (west side)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 1st light south of Schoolcraft Drive (west side)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 1st light north of Milano Road (west side)
1	<u>100</u>	<u>HPS</u>	Intersection: Milano Road at S Vassar Road (south west corner)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 1st light south of Milano Road (west side)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 2nd light south of Milano Road (west side)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 1st light north of Atherton Road (east side)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 1st light south of Atherton Road (east side)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 1st light south of Bristol Road (cs)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 2nd light south of Bristol Road (cs)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 3rd light south of Bristol Road (cs)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 4th light south of Bristol Road (cs)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 5th light south of Bristol Road (cs)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 4th light north of Wagner Avenue (cs)

1	<u>100</u>	<u>HPS</u>	On S Vassar Road 3rd light north of Wagner Avenue (cs)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 2nd light north of Wagner Avenue (cs)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 1st light north of Wagner Avenue (cs)
1	<u>100</u>	<u>HPS</u>	Intersection: Wagner Avenue at S Vassar Road (cs)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 1st light south of Wagner Avenue (cs)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 2nd light south of Wagner Avenue (cs)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 3rd light south of Wagner Avenue (cs)
1	<u>100</u>	<u>HPS</u>	On S Vassar Road 1st light north of Maple Avenue (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 1st light west of S Vassar Road (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 2nd light west of Vassar Road (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 1st light west of Mapleleaf Drive (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 2nd light west of Mapleleaf Drive (cs)
1	<u>150</u>	<u>HPS</u>	On Maple Avenue 2nd light east of Wakefield Road (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 1st light east of Wakefield Road (cs)
1	<u>100</u>	<u>HPS</u>	Intersection: Maple Avenue at Wakefield Road (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 1st light west of Wakefield Road (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 2nd light west of Wakefield Road (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 1st light east of Maple Pointe Trail (cs)
1	<u>100</u>	<u>HPS</u>	

				Intersection: Maple Avenue at Maple Pointe Trail (south side)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of Maple Pointe Trail (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of High Oaks Trail (cs)
1	<u>400</u>	<u>HPS</u>		Intersection: Maple Avenue at S Belsay Road (north west corner)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of S Belsay Road (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light east of Maple Creek (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of Maple Creek (cs)
1	<u>400</u>	<u>MV</u>		Intersection: Maple Avenue at Pebble Creek Blvd (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of Pebble Creek Blvd (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 2nd light west of Pebble Creek Blvd (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light east of Maplewood Meadows Avenue (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of Maplewood Meadows Avenue (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light east of Meadows Avenue (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of Meadows Avenue (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 2nd light west of Meadows Avenue (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 3rd light west of Meadows Avenue (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light east of S Genesee Road (cs)
1	<u>250</u>	<u>HPS</u>		Intersection: E Maple Avenue at S Genesee Road (south east corner)
1	<u>150</u>	<u>HPS</u>		

				On E Maple Avenue 1st light west of S Genesee Road (cs)
1	<u>100</u>	<u>HPS</u>		On E Maple Avenue 2nd light west of S Genesee Road (cs)
1	<u>100</u>	<u>HPS</u>		On E Maple Avenue 3rd light west of S Genesee Road (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 3rd light east of Howe Road (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 2nd light east of Howe Road (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light east of Howe Road (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of Howe Road (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 2nd light west of Howe Road (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 3rd light west of Howe Road (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 2nd light east of S Center Road (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light east of S Center Road (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of S Center Road (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 2nd light west of S Center Road (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 3rd light west of S Center Road (cs)
1	<u>100</u>	<u>HPS</u>		Intersection: Maple Avenue at Dublin Road (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of Dublin Road (cs)
1	<u>100</u>	<u>HPS</u>		Intersection: E Maple Avenue at Palomar Drive (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of Palomar Drive (cs)
1	<u>100</u>	<u>HPS</u>		

			On Maple Avenue 1st light east of Killarney Park Drive (cs)
1	<u>100</u>	<u>HPS</u>	Intersection: Maple Avenue at Killarney Park Drive (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 1st light west of Killarney Park Drive (south side)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 2nd light west of Killarney Park Drive (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 3rd light west of Killarney Park Drive (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Ave 4th light west of Killarney Park Drive (cs) (east side of RR tracks)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 3rd light east of Dort Hwy (cs) (west side of RR tracks)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 2nd light east of Dort Hwy (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 1st light east of Dort Hwy (cs)
1	<u>250</u>	<u>HPS</u>	Intersection: Maple Avenue at Dort Hwy (south east corner)
1	<u>250</u>	<u>HPS</u>	Intersection: Maple Avenue at Dort Hwy (south west corner)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 1st light west of Dort Hwy (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 2nd light west of Dort Hwy (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 3rd light west of Dort Hwy (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 2nd light east of Frank Avenue (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 1st light east of Frank Avenue (cs)
1	<u>100</u>	<u>HPS</u>	Intersection: Maple Avenue at Frank Avenue (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 1st light west of Frank Avenue (cs)
1	<u>100</u>	<u>HPS</u>	On Maple Avenue 2nd light west of Frank Avenue (cs)
1	<u>100</u>	<u>HPS</u>	

				Intersection: Maple Avenue at Fern Avenue (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of Fern Avenue (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 2nd light west of Fern Avenue (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 2nd light east of Saginaw Street (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light east of Saginaw Street (cs)
1	<u>250</u>	<u>HPS</u>		Intersection: Maple Avenue at Saginaw Street (south east corner)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of Saginaw Street (north side)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of Sandalwood Drive (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Street 2nd light west of Sandalwood Drive (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Street 1st light east of Academy Drive (cs)
1	<u>175</u>	<u>MV</u>		On Maple Avenue 1st light west of Academy Drive (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of I-475 (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 2nd light west of I-475 (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of Maple Brook Lane (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light west of Fairwood Drive (cs)
1	<u>100</u>	<u>HPS</u>		On Maple Avenue 1st light east of Fenton Road (cs)
1	<u>250</u>	<u>HPS</u>		Intersection: Maple Avenue at Fenton Road (south west corner)
1	<u>100</u>	<u>HPS</u>		On Fenton Road 1st light north of Maple Avenue (cs)
1	<u>100</u>	<u>HPS</u>		Intersection: Davenport Drive at Fenton Road (cs)
1	<u>100</u>	<u>HPS</u>		

			On Fenton Road 1st light north of Davenport Drive (east side)
1	<u>100</u>	<u>HPS</u>	On Fenton Road 2nd light north of Davenport Drive (cs)
1	<u>100</u>	<u>HPS</u>	Intersection: Pickwick Place at Fenton Road (cs)
1	<u>100</u>	<u>HPS</u>	On Fenton Road 1st light south of E Judd Road (east side)
1	<u>100</u>	<u>HPS</u>	Intersection: W Mclean Avenue at Fenton Road (cs)
1	<u>100</u>	<u>HPS</u>	Intersection: W Buder Avenue at Fenton Road (west side)
1	<u>100</u>	<u>HPS</u>	Intersection: W Scottwood Avenue at Fenton Road (cs)
1	<u>100</u>	<u>HPS</u>	Intersection: W Parkwood Avenue at Fenton Road (west side)
1	<u>100</u>	<u>HPS</u>	Intersection: W Whittemore Avenue at Fenton Road (west side)
1	<u>100</u>	<u>HPS</u>	On Fenton Road 2nd light north of E Bristol Road (cs)
1	<u>100</u>	<u>HPS</u>	Intersection: Mandeville Blvd at Fenton Road (cs)
1	<u>400</u>	<u>HPS</u>	Intersection: Atherton Road at Dort Hwy (north west corner)
1	<u>400</u>	<u>HPS</u>	Intersection: Atherton Road at Dort Hwy (south west corner)
1	<u>100</u>	<u>HPS</u>	Intersection: Atherton Road and Term Street (north west corner)
1	<u>100</u>	<u>HPS</u>	On Term Street 1st light north of Atherton Road (west side)
1	<u>100</u>	<u>HPS</u>	On Term Street 2nd light north of Atherton Road (west side)
1	<u>100</u>	<u>HPS</u>	On Term Street 2nd light south of Sayre Court (west side)
1	<u>100</u>	<u>HPS</u>	On Term Street 1st light south of Sayre Court (west side)
1	<u>100</u>	<u>HPS</u>	Intersection: Term Street at Sayre Court (cs)
1	<u>100</u>	<u>HPS</u>	

			On Sayre Court 1st light west of Term Street (north side)
1	<u>100</u>	<u>HPS</u>	On Term Street 1st light north of Sayre Court (west side)
1	<u>100</u>	<u>HPS</u>	On Term Street 2nd light north of Sayre Court (west side)
1	<u>100</u>	<u>HPS</u>	On Term Street 3rd light north of Sayre Court (west side)
1	<u>100</u>	<u>HPS</u>	On Term Street 4th light north of Sayre Court (at RR) (west side)
1	<u>100</u>	<u>HPS</u>	On Term Street 2nd light south of Farley Street (west side)
1	<u>100</u>	<u>HPS</u>	On Term Street 1st light south of Farley Street (west side)
1	<u>100</u>	<u>HPS</u>	Intersection: W Farley Street at Term Street (south west corner)
1	<u>100</u>	<u>HPS</u>	On Farley Street 1st light west of Term Street (south side)
1	<u>100</u>	<u>HPS</u>	On Term Street 1st light north of Farley Street (west side)
1	<u>100</u>	<u>HPS</u>	On Term Street 3rd light south of Lippincott Blvd (west side)
1	<u>100</u>	<u>HPS</u>	On Term Street 2nd light south of Lippincott Blvd (west side)
1	<u>100</u>	<u>HPS</u>	On Term Street 1st light south of Lippincott Blvd (west side)
1	<u>400</u>	<u>MV</u>	Intersection: Lapeer Road at Center Road (north west corner)
1	<u>100</u>	<u>HPS</u>	On Center Road a1st light north of E Court Street (east side)
66	<u>175</u>	<u>MV</u>	See maps attached
4	<u>250</u>	<u>MV</u>	See maps attached
2	<u>400</u>	<u>MV</u>	See maps attached
2,178	<u>100</u>	<u>HPS</u>	See maps attached
35	<u>150</u>	<u>HPS</u>	See maps attached
99	<u>250</u>	<u>HPS</u>	See maps attached
50	<u>400</u>	<u>HPS</u>	See maps attached

Line 1-184 indicate light located near City border.

Attachment: Consumers Contract 04232015 (1545 : Consumers Energy Street Lighting Contract)



ADOPTED

AGENDA ITEM (ID # 1552)

DOC ID: 1552

Approve and authorize the sale of 2065 E. Judd Rd., Parcel No. 59-32-503-106, to give first and final approval for the sale of this improved parcel to Robert Stone, Jr., 14502 Hess Rd., Holly, MI 48442 for the sum of \$2,150 cash or its equivalent, and authorizing the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Stone Purchase Agreement (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Steven Heffner, Councilman
SECONDER:	Duane Haskins, Vice-President
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Hatfield
EXCUSED:	Ellen Ellenburg

CONDITIONAL PURCHASE AGREEMENT
Conditioned upon ONE City Council Approval

On _____ the Burton City Council passed Resolution R-_____ authorizing the sale of certain City owned real estate at specific prices. The subject of this Purchase Agreement is one of those parcels. Accordingly, this sale will only require one approval by the Burton City Council prior to closing.

For valuable consideration **THE CITY OF BURTON**, a municipal corporation, of 4303 S. Center Road, Burton, Michigan 48519, as Seller and Robert Stone, Jr., ~~husband and wife/a single man/woman~~, of 14502 Hess Rd., Holly, Michigan 48442, as Purchaser(s), agree to purchase, the following described real property, vacant land, located in the City of Burton, Genesee County, Michigan being legally described as:

Lot(s) LOTS 175 AND 176 DURANT HEIGHTS
 More commonly known as: 2065 E. JUDD RD.
 Permanent Parcel #: 59-32-503-106

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

1. **PURCHASE PRICE.**

The Purchase Price for the above described property shall be \$ 2150.00 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 and understands that all sales of City owned property must be approved by the Burton City Council and that the sale of this particular parcel of property is conditioned upon one such council approval. 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 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 Covenant Deed to

purchaser in a form suitable for recording. Purchaser will be responsible for recording the Covenant Deed.

4. **TITLE:**

Seller has obtained title to the above described property through the property tax reversion process, through a Genesee County Circuit Court Quiet Title Action, or by bequest. Seller does not warrant title. Purchaser is responsible to obtain evidence of satisfactory title. Seller will not provide title insurance.

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.

Seller will convey it's interest in the property, which it has obtained by Circuit Court Judgment Quieting Title, by bequest or by Circuit Court Judgment conveying same, to Purchaser by Covenant Deed.

5. **CONDITION OF PREMISES:**

Purchaser acknowledges 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.

6. **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.

7. **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.

8. 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.

9. MISCELLANEOUS PROVISIONS:

- 1) Each party shall be responsible to pay their respective attorney fees.
- 2) All parties acknowledge receipt of a signed copy of this Purchase Agreement.
- 3) In the event that the property being conveyed herein was subject to a Circuit Court Title Action, all parties acknowledge receipt of a copy of the Judgment Quieting Title or an Order Conveying Title to the City of Burton.

SIGNED IN THE PRESENCE OF:


 BRENDAS. MOULTON
 PURCHASING AGENT

SELLER:

THE CITY OF BURTON

 BY: PAULA ZELENKO
 ITS MAYOR

Dated: _____

 BY: TERESA KARSNEY
 ITS CLERK

Dated: _____

PURCHASER:



*
 Dated: 4-28-15

*
 Dated: _____

Attachment: Stone Purchase Agreement (1552 : Sale of City-Owned Property)



ADOPTED

AGENDA ITEM (ID # 1555)

DOC ID: 1555

Approve and authorize the sale of Vacant Lot - Shaw St., Parcel No. 59-28-501-089, to give first and final approval for the sale of this improved parcel to Patrick W. Keely, 3167 Myrton St., Burton, MI 48529, for the sum of \$750 cash or its equivalent, and authorize the Mayor and the Clerk to execute any and all documents required to effectuate this sale.

ATTACHMENTS:

- Keely Purchase Agreement (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice-President
SECONDER:	Steven Heffner, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Hatfield
EXCUSED:	Ellen Ellenburg

CONDITIONAL PURCHASE AGREEMENT
Conditioned upon ONE City Council Approval

On _____ the Burton City Council passed Resolution R-_____ authorizing the sale of certain City owned real estate at specific prices. The subject of this Purchase Agreement is one of those parcels. Accordingly, this sale will only require one approval by the Burton City Council prior to closing.

For valuable consideration **THE CITY OF BURTON**, a municipal corporation, of 4303 S. Center Road, Burton, Michigan 48519, as Seller and Patrick W. Keely, ~~husband and wife~~/a single man/~~woman~~, of 3167 Myrton St., BURTON, Michigan 48529, as Purchaser(s), agree to purchase, the following described real property, vacant land, located in the City of Burton, Genesee County, Michigan being legally described as:

Lot(s) Lot 1160 Chambers Subdivision
 More commonly known as: VACANT Lot - Shaw St.
 Permanent Parcel #: 59-28-501-089

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

1. PURCHASE PRICE.

The Purchase Price for the above described property shall be \$ 750.00 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 and understands that all sales of City owned property must be approved by the Burton City Council and that the sale of this particular parcel of property is conditioned upon one such council approval. 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 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 Covenant Deed to

purchaser in a form suitable for recording. Purchaser will be responsible for recording the Covenant Deed.

4. **TITLE:**

Seller has obtained title to the above described property through the property tax reversion process, through a Genesee County Circuit Court Quiet Title Action, or by bequest. Seller does not warrant title. Purchaser is responsible to obtain evidence of satisfactory title. Seller will not provide title insurance.

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.

Seller will convey it's interest in the property, which it has obtained by Circuit Court Judgment Quieting Title, by bequest or by Circuit Court Judgment conveying same, to Purchaser by Covenant Deed.

5. **CONDITION OF PREMISES:**

Purchaser acknowledges 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.

6. **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.

7. **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.

8. 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.

9. MISCELLANEOUS PROVISIONS:

- 1) Each party shall be responsible to pay their respective attorney fees.
- 2) All parties acknowledge receipt of a signed copy of this Purchase Agreement.
- 3) In the event that the property being conveyed herein was subject to a Circuit Court Title Action, all parties acknowledge receipt of a copy of the Judgment Quieting Title or an Order Conveying Title to the City of Burton.

SIGNED IN THE PRESENCE OF:


 BREND A S. MOULTON
 PURCHASING AGENT

SELLER:

THE CITY OF BURTON

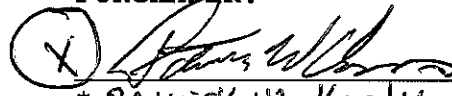
 BY: PAULA ZELENKO
 ITS MAYOR

Dated: _____

 BY: TERESA KARSNEY
 ITS CLERK

Dated: _____

PURCHASER:


 * PATRICK W. KEELY
 Dated: 4/29/15

*
 Dated: _____

Attachment: Keely Purchase Agreement (1555 : Sale of City-Owned Property)



ADOPTED

RESOLUTION (ID # 1500)

DOC ID: 1500

Approve and authorize Mayor and Clerk to sign Resolution 2015-10 to award the DWRP Phase 2 construction contract to Bricco Excavating Company LLC, 21201 Meyers Road, Oak Park, MI 48237. The lowest responsive bidder.

**RESOLUTION NO. 2015-10
CITY OF BURTON
GENESEE COUNTY, MICHIGAN**

_____ moved, _____ seconded the following:

**A RESOLUTION TO TENTATIVELY AWARD
A CONSTRUCTION CONTRACT FOR WATER SYSTEM IMPROVEMENTS**

WHEREAS, the City of Burton wishes to construct improvements to its existing water distribution system; and

WHEREAS, the water system improvements project formally adopted on April 15, 2013 will be funded through the state of Michigan's Drinking Water Revolving Loan Fund (DWRP) program; and

WHEREAS, the City of Burton has sought and received construction bids for the proposed improvements and has received a low responsive bid in the amount of \$4,465,576.50 from Bricco Excavating Company LLC of Oak Park, MI; and

WHEREAS, the City of Burton's engineering consultant, Stantec Consulting Michigan Inc. of Ann Arbor, MI, has recommended awarding the contract to the low responsive bidder.

NOW THEREFORE BE IT RESOLVED, that the City of Burton tentatively awards the contract for construction of the proposed water system improvements project to Bricco Excavating Company LLC, contingent upon successful financial arrangements with the DWRP.

RESOLUTION DECLARED ADOPTED:

Ayes:

Nays:

Absent:

Paula Zelenko, Mayor date

Teresa Karsney, City Clerk date

CERTIFICATION

I hereby certify that I am the Clerk of the City of Burton and that the foregoing resolution was adopted at a meeting held on the 4th day of May, 2015 by the Burton City Council of the City of

Burton and that the meeting was noticed in conformance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 et seq.

Teresa Karsney, Burton City Clerk

ATTACHMENTS:

- let_zelenko_recommendation_of_award_20150429 (PDF)
- Burton DWRF Segment 2 - Addendum #3 (PDF)
- DWRF Segment 2 Water Main Replacement Bid Tab (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Steven Heffner, Councilman
SECONDER:	Duane Haskins, Vice-President
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Hatfield
EXCUSED:	Ellen Ellenburg



Stantec Consulting Michigan Inc.
3754 Ranchero Drive, Ann Arbor MI 48108-2771

April 29, 2015
File: 2075108905

Attention: Mayor Paula Zelenko

City of Burton
4093 Manor Drive
Burton, Michigan 48519

Dear Mayor Zelenko,

**Reference: DWRF Segment 2 Water Main Replacement
Bid Reviews – Recommendation of Award**

Pursuant to your direction, bids for the above-referenced project were received at the City hall on Tuesday, April 7, 2015, where they were opened and read aloud at 10:30 am. A total of three (3) bids were received. The apparent low bidder "Verdeterre Contracting" was deemed nonresponse by MDEQ and therefore was disqualified.

In light of the above, pre award communications took place with the second low bidder, Bricco Excavating Company, L.L.C. (Bricco) of Oak Park, Michigan. The communications were aimed at meeting MDEQ requirements, maintaining compliance with the bond ceiling, and meeting loan closing/project schedule. A bid tab has been enclosed summarizing all of the bids that were received for the project.

In regards to Bricco, MDEQ deemed Bricco as the responsive low bidder. We have reviewed Bricco's bid documents and communicated with Bricco during a pre-award meeting on April 20, 2015 to confirm that all required documents have been provided and specific contract documentation was understood relating to the schedule and DWRF requirements. As a result of the meeting Addendum No. 3 was issued and was recommended for approval (see attached). We have also contacted references provided by Bricco and have received favorable information regarding meeting general conformance with design, budget, and schedule.

If the City awards a contract to Bricco Excavating, we would be pleased to assist the City in issuing a notice of award, preparing the contracts, obtaining the required bonds and insurance coverage and scheduling a preconstruction meeting to initiate this project.



April 29, 2015
Mayor Paula Zelenko
Page 2 of 2

**Reference: DWRF Segment 2 Water Main Replacement
Bid Reviews – Recommendation of Award**

We would like to thank you for this opportunity to provide services for the City of Burton and we look forward to continuing this relationship in the future.

Regards,

STANTEC CONSULTING MICHIGAN INC.

Dima El-Gamal, PhD, PE, LEED® AP
Senior Associate
Phone: (734) 214-2516
Fax: (734) 761-1200
dima.el-gamal@stantec.com

Attachment: Bid Tabulation
Addendum No. 3

STANTEC CONSULTING MICHIGAN INC.

R. Brian Simons, PE, LEED® AP
Principal
Phone: (734) 214-2518
Fax: (734) 761-1200
brian.simons@stantec.com

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**Bid Tabulation
for
Contract Documents
for the
DWRf Segment 2 Water Main Replacement
for the
City of Burton**

Bid Date: Tuesday, April 7, 20
10:30 AM, local tir

20751089

CONTRACTOR:				Verdeterre Contracting 2618 Hannan Canton, MI 48188 (734) 697-4166		Bricco Excavating Co. Inc. 21201 Meyers Road Oak Park, MI 48237 (248) 547-6963		Zito Construction Co. 8033 Fenton Road Grand Blanc, MI 48439 (810) 695-9025	
No.	Item	Qty.	Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	General Conditions and Mobilization (5% Max)	1	LS	\$ 180,000.00	\$ 180,000.00	\$ 250,000.00	\$ 250,000.00	\$ 340,000.00	\$ 340,000.00
2	Utility Exploration and Coordination (3% Max)	1	LS	\$ 48,925.00	\$ 48,925.00	\$ 150,000.00	\$ 150,000.00	\$ 200,000.00	\$ 200,000.00
3	Traffic Control and Maintenance	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 200,000.00	\$ 200,000.00	\$ 363,000.00	\$ 363,000.00
4	Audio/Video Route Survey (0.5% Max)	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 32,000.00	\$ 32,000.00
5	Silt Fence	17,450	FT	\$ 1.35	\$ 23,557.50	\$ 1.00	\$ 17,450.00	\$ 0.50	\$ 8,725.00
6	Tree Protection Fence	4,070	FT	\$ 1.95	\$ 7,936.50	\$ 1.00	\$ 4,070.00	\$ 1.00	\$ 4,070.00
7	Inlet Filter	123	EA	\$ 115.00	\$ 14,145.00	\$ 250.00	\$ 30,750.00	\$ 65.00	\$ 7,995.00
8	Filter Berm	122	EA	\$ 115.00	\$ 14,030.00	\$ 500.00	\$ 61,000.00	\$ 75.00	\$ 9,150.00
9	Remove Existing Fire Hydrant Assembly	35	EA	\$ 365.00	\$ 12,775.00	\$ 350.00	\$ 12,250.00	\$ 375.00	\$ 13,125.00
10	Cut and Cap Existing Water Main	12	EA	\$ 475.00	\$ 5,700.00	\$ 850.00	\$ 10,200.00	\$ 1,200.00	\$ 14,400.00
11	Remove Existing Gate Valve and Box	5	EA	\$ 250.00	\$ 1,250.00	\$ 45.00	\$ 225.00	\$ 800.00	\$ 4,000.00
12	Abandon Existing Gate Valve and Well	21	EA	\$ 485.00	\$ 10,185.00	\$ 350.00	\$ 7,350.00	\$ 350.00	\$ 7,350.00
13	Abandon Existing 4" or Less Water Main	2,015	FT	\$ 3.10	\$ 6,246.50	\$ 1.00	\$ 2,015.00	\$ 5.00	\$ 10,075.00
14	Abandon Existing 8" Water Main with Pressure Grout	3,000	FT	\$ 3.65	\$ 10,950.00	\$ 0.50	\$ 1,500.00	\$ 5.50	\$ 16,500.00
15	Abandon Existing 6" Water Main with Pressure Grout	13,845	FT	\$ 3.35	\$ 46,380.75	\$ 0.30	\$ 4,153.50	\$ 4.50	\$ 62,302.50
16	Remove and Replace HMA Road Pavement	19,871	SYD	\$ 36.60	\$ 727,278.60	\$ 34.00	\$ 675,614.00	\$ 43.00	\$ 854,453.00
17	Remove and Replace HMA Road Pavement – Major	5,410	SYD	\$ 53.90	\$ 291,599.00	\$ 60.00	\$ 324,600.00	\$ 55.00	\$ 297,550.00
18	Remove and Replace Gravel Road Pavement	2,200	SYD	\$ 15.40	\$ 33,880.00	\$ 14.00	\$ 30,800.00	\$ 12.00	\$ 26,400.00
19	Remove and Replace Concrete Walk	970	SFT	\$ 7.80	\$ 7,566.00	\$ 10.00	\$ 9,700.00	\$ 6.00	\$ 5,820.00
20	ADA Ramp Insert	5	EA	\$ 375.00	\$ 1,875.00	\$ 400.00	\$ 2,000.00	\$ 275.00	\$ 1,375.00
21	Remove and Replace Concrete Curb and Gutter	345	FT	\$ 48.00	\$ 16,560.00	\$ 35.00	\$ 12,075.00	\$ 27.00	\$ 9,315.00
22	Remove and Replace HMA Drive Pavement	266	SYD	\$ 39.85	\$ 10,600.10	\$ 50.00	\$ 13,300.00	\$ 42.00	\$ 11,172.00
23	Remove and Replace Gravel Drive Pavement	479	SYD	\$ 14.40	\$ 6,897.60	\$ 20.00	\$ 9,580.00	\$ 12.00	\$ 5,748.00
24	Remove and Replace Concrete Drive Pavement	132	SYD	\$ 65.50	\$ 8,646.00	\$ 65.00	\$ 8,580.00	\$ 55.00	\$ 7,260.00
25	Remove and Replace Fence	120	FT	\$ 33.20	\$ 3,984.00	\$ 12.00	\$ 1,440.00	\$ 25.00	\$ 3,000.00
26	Remove and Replace Existing 12" Culvert with End Section	373	FT	\$ 59.40	\$ 22,156.20	\$ 40.00	\$ 14,920.00	\$ 44.00	\$ 16,412.00
27	Remove Tree 6" – 12" DBH	3	EA	\$ 509.50	\$ 1,528.50	\$ 450.00	\$ 1,350.00	\$ 300.00	\$ 900.00
28	Remove Tree Greater Than 12" DBH	1	EA	\$ 2,275.00	\$ 2,275.00	\$ 2,500.00	\$ 2,500.00	\$ 1,250.00	\$ 1,250.00
29	Remove and Replace Existing 18" Culvert with End Section	40	FT	\$ 65.50	\$ 2,620.00	\$ 80.00	\$ 3,200.00	\$ 58.00	\$ 2,320.00

CONTRACTOR:				Verdeterre Contracting 2618 Hannan Canton, MI 48188 (734) 697-4166		Bricco Excavating Co. Inc. 21201 Meyers Road Oak Park, MI 48237 (248) 547-6963		Zito Construction Co. 8033 Fenton Road Grand Blanc, MI 48439 (810) 695-9025	
No.	Item	Qty.	Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
30	Connect to Existing Water Main	19	EA	\$ 3,850.00	\$ 73,150.00	\$ 9,000.00	\$ 171,000.00	\$ 4,000.00	\$ 76,000.00
31	Proposed Fire Hydrant Assembly with Temporary Connection	1	EA	\$ 5,432.00	\$ 5,432.00	\$ 7,600.00	\$ 7,600.00	\$ 5,000.00	\$ 5,000.00
32	Connect Fire Hydrant to Main	1	EA	\$ 3,650.00	\$ 3,650.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00
33	Proposed Fire Hydrant Assembly	57	EA	\$ 3,800.00	\$ 216,600.00	\$ 6,600.00	\$ 376,200.00	\$ 4,200.00	\$ 239,400.00
34	Remove and Replace Drainage Structure	6	EA	\$ 3,110.00	\$ 18,660.00	\$ 2,400.00	\$ 14,400.00	\$ 1,800.00	\$ 10,800.00
35	Proposed 12" Water Main by Open Cut – PVC	3,649	FT	\$ 61.25	\$ 223,501.25	\$ 85.00	\$ 310,165.00	\$ 144.00	\$ 525,456.00
36	Proposed 8" Water Main by Open Cut – PVC	19,549	FT	\$ 48.50	\$ 948,126.50	\$ 81.00	\$ 1,583,469.00	\$ 110.00	\$ 2,150,390.00
37	Proposed 6" Water Main by Open Cut – PVC	185	FT	\$ 125.00	\$ 23,125.00	\$ 65.00	\$ 12,025.00	\$ 65.00	\$ 12,025.00
38	Proposed 8" Water Main by Bore & Jack – PVC	548	FT	\$ 205.00	\$ 112,340.00	\$ 225.00	\$ 123,300.00	\$ 425.00	\$ 232,900.00
39	Proposed 12" Gate Valve and Well	16	EA	\$ 5,170.00	\$ 82,720.00	\$ 4,200.00	\$ 67,200.00	\$ 10,000.00	\$ 160,000.00
40	Proposed 8" Gate Valve and Well	51	EA	\$ 3,715.00	\$ 189,465.00	\$ 3,000.00	\$ 153,000.00	\$ 4,500.00	\$ 229,500.00
41	Proposed 6" Gate Valve and Well	2	EA	\$ 3,130.00	\$ 6,260.00	\$ 2,300.00	\$ 4,600.00	\$ 4,300.00	\$ 8,600.00
42	Proposed 8" Gate Valve and Box	17	EA	\$ 1,880.00	\$ 31,960.00	\$ 1,000.00	\$ 17,000.00	\$ 2,000.00	\$ 34,000.00
43	Proposed 6" Tapping Sleeve, Gate Valve and Well	6	EA	\$ 7,000.00	\$ 42,000.00	\$ 5,400.00	\$ 32,400.00	\$ 7,500.00	\$ 45,000.00
44	Proposed 8" Tapping Sleeve, Gate Valve and Well	4	EA	\$ 7,550.00	\$ 30,200.00	\$ 9,000.00	\$ 36,000.00	\$ 8,500.00	\$ 34,000.00
45	Proposed 1" Water Service Lead Replacement with Stop Box, Short	141	EA	\$ 1,025.00	\$ 144,525.00	\$ 1,000.00	\$ 141,000.00	\$ 1,446.00	\$ 203,886.00
46	Proposed 1" Water Service Lead Replacement with Stop Box, Long	179	EA	\$ 1,350.00	\$ 241,650.00	\$ 1,800.00	\$ 322,200.00	\$ 1,985.00	\$ 355,315.00
47	Proposed 2" Commercial Water Service Lead Replacement with Stop Box	27	EA	\$ 2,855.00	\$ 77,085.00	\$ 1,300.00	\$ 35,100.00	\$ 3,000.00	\$ 81,000.00
48	Restoration	1	LS	\$ 80,000.00	\$ 80,000.00	\$ 200,000.00	\$ 200,000.00	\$ 65,000.00	\$ 65,000.00
49	Proposed Undercut	1,000	CYD	\$ 53.50	\$ 53,500.00	\$ 40.00	\$ 40,000.00	\$ 75.00	\$ 75,000.00
50	Non-Participating Plumbing Connection Allowance	20	EA	\$ 3,000.00	\$ 60,000.00	\$ 3,000.00	\$ 60,000.00	\$ 3,000.00	\$ 60,000.00
TOTAL BID PRICE (ITEM NOS. 1 THROUGH 50):					\$ 4,228,497.00		\$ 5,582,281.50		\$ 6,942,939.00

POST BID OPENING
ADDENDUM NO. 3
DATED APRIL 27, 2015

CONTRACT DOCUMENTS
FOR
DWRP SEGMENT 2 WATER MAIN REPLACEMENT
FOR THE
CITY OF BURTON, MICHIGAN

BID DUE/BID OPENING: Tuesday, April 7, 2015

10:30 AM, local time

The Contract Documents identified by the Title above are amended to include the supplemental information and instructions as written below, which shall become an integral part of the Contract Documents.

THE BIDDER SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN HIS PROPOSAL

Revise Part I, CONTRACT FORMS, as follows:

Replace PROPOSAL, P-1 through P-6 in its entirety (see attached) to address reduction of scope of work pertaining to the removal of drawing sheets C-124, C-125, C-126, C-127 and C-128 in Part III, Drawings, below; revisions to construction schedule and cost adjustment item as detailed in Part II, Detailed Specifications below; and quantity amounts for realignment of water main along Williamson Avenue, Judd Road, McLean Avenue, Weber Avenue and Brady Avenue as detailed from onsite observation and review with Engineer and Contractor on April 20, 2015 and supporting documentation provided by Contractor. Redistribution of realignment drawings to be provided by Engineer prior to construction.

Revise METHOD OF MEASUREMENT AND BASIS OF PAYMENT, pages P-1 through P-16 (see attached).

Revise Part II, DETAILED SPECIFICATIONS, as follows:

Revise SPECIFICATION SECTION 1.00 GENERAL REQUIREMENTS, as follows:

Revise Page 2, 1.06 CONSTRUCTION SEQUENCE, C.

- C. The CONTRACTOR's schedule shall adhere to the following guidelines and must meet all critical timeline dates identified below for each Phase of the work. Failure to meet these critical timeline dates **and requiring any extension of time beyond substantial completion** will result in liquidated damages of Three Hundred Dollars \$300.00 per day. The following schedule shall supersede the construction sequence shown on the drawings.

Revise Page 2, 1.06 CONSTRUCTION SEQUENCE, D.3.

3. Install and test 4197 feet of water main along Saginaw Street along with 548 feet of bore and jack of the main across Saginaw Road at Scottwood Avenue, Buder Avenue, McLean Avenue, Schumacher Avenue, Williamson Avenue, and Judd Road within the project scope, **Phase 1**. This work must be completed within 60 calendar days of Notice to Proceed. ~~As~~ all work on Saginaw Road must be completed and restored prior to August 8, 2015. Connection to the Saginaw Road main at Parkwood Avenue, Bergin Avenue, Boatfield Avenue,

ADD-3

Page 1 of 2

Whittemore Avenue, Bristol Road(2) and Connell Street main shall be made after the Saginaw Road main has been installed, tested and accepted. Upon testing and acceptance of **Phase 2** and **Phase 3** (see below) water main installation, connections to the Saginaw main shall be made at west end of the bore and jack locations at Judd Road, Scottwood Avenue, Buder Avenue, McLean Avenue, Schumacher Avenue, Williamson Avenue are installed, tested and accepted respectively. **If through review of the detailed progress schedule and prior to the start of construction it is determined that the restoration of Saginaw Road cannot be completed prior to August 8, 2015, work for this phase cannot begin until August 15, 2015 and work on Phases 2 and 3 can be completed during this time.**

Revise Page 2, 1.06 CONSTRUCTION SEQUENCE, D.4.

4. Install and test 10,378 feet of water main along Morrison Street from Weber Avenue to Natalie Drive, along Parkwood Avenue from Morrison Street to Cerdan and along Scottwood Avenue, Buder Avenue, McLean Avenue, Schumacher Avenue, Williamson Avenue and Judd Road to the west end of the bore and jack location of the main across Saginaw Road (part of **Phase 1**) within the project scope, **Phase 2**. ~~This work must be completed within 60 calendar days of Notice to Proceed.~~ As all work on Saginaw Street, **Phase 1**, must be completed and restored prior to August 8, 2015, phase two can be installed simultaneously to accommodate the connection to the Saginaw Street water main at Scottwood Avenue, Buder Avenue, McLean Avenue, Schumacher Avenue, Williamson Avenue and Judd Road after the water main has been installed, tested and accepted.

Revise Page 3, 1.06 CONSTRUCTION SEQUENCE, D.5.

5. Install and test 5,185 feet of water main along Barnes Avenue, Columbine Avenue, Weber Avenue, and Brady Avenue, all east of Saginaw Road. **Phase 3**. ~~This work must be completed within 45 calendar days of Notice to Proceed.~~

Delete Page 3, 1.06 CONSTRUCTION SEQUENCE, D.6., in its entirety.

6. ~~Install and test 4,029 feet of water main along Pringle Avenue, Whittemore Avenue, Boatfield Avenue, Bergin Avenue and East Parkwood Avenue within the project scope, **Phase 4**. This work must be completed within 45 calendar days of Notice to Proceed.~~
 - a. ~~This installation may begin simultaneously with **Phase 1, 2 or 3** but is not required.~~
 - b. ~~CONTRACTOR shall make the connections from existing hydrant to provide water for testing.~~
 - c. ~~Upon acceptance testing, service connections along Pringle Avenue, Whittemore Avenue, Boatfield Avenue, Bergin Avenue and Parkwood Avenue shall be installed along the respective mains.~~
 - d. ~~Water service connections to the proposed water main cannot begin until the connections along Pringle at Bristol Road and East Parkwood Avenue connections are made.~~

Revise Part III, DRAWINGS, as follows:

Replace Drawing C-001, Sheet 01, COVER SHEET, in its entirety (see attached).

END OF ADDENDUM NO. 3

April 27, 2015

ADD-3

Page 2 of 2

PROPOSAL FOR
DWRP SEGMENT 2
WATER MAIN REPLACEMENT
DWRP PROJECT #7397-01

TO THE CITY OF BURTON

The undersigned as Bidder hereby declares that this Proposal is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that he has read and examined the Advertisement, Information for Bidders, Proposal, General Conditions, Agreement, Forms of Bonds, Specifications and Plans, as prepared by the ENGINEERS, and understands all of the same; that he or his representative has made personal investigation at the site and has informed himself fully with regard to the conditions to be met in the execution of this Contract, and the undersigned proposes to furnish all labor, materials, tools, power, transportation, and construction equipment necessary for the construction of the Project and performing related work in full accordance with the aforesaid Contract Documents, including any and all addenda officially issued, the receipt of which is hereby acknowledged:

Addendum No. /Dated	Date of Receipt	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

AWARD OF CONTRACT: The Contract(s) will be awarded to the lowest responsive, responsible Bidder based on unit prices for all work as specified.

PROPOSAL PRICE: The Bidder agrees to complete the Project for the following unit price:

Item No.	Item Description	Qty	Unit	Unit Price	Total Price
1.	General Conditions and Mobilization (5% Max)	1	LS	\$	\$
2.	Utility Exploration and Coordination (3% Max)	1	LS	\$	\$
3.	Traffic Control and Maintenance	1	LS	\$	\$
4.	Audio/Video Route Survey (0.5% Max)	1	LS	\$	\$
5.	Silt Fence	17,450 <u>14,250</u>	FT	\$	\$
6.	Tree Protection Fence	4,070 <u>3,070</u>	FT	\$	\$
7.	Inlet Filter	423 <u>105</u>	EA	\$	\$

IF THIS INFORMATION IS NOT SUBMITTED WITH THE SEALED BID AT THE TIME OF BID, THE BID WILL BE CONSIDERED INCOMPLETE.

8.	Filter Berm	122 82	EA	\$	\$
9.	Remove Existing Fire Hydrant Assembly	35 29	EA	\$	\$
10.	Cut and Cap Existing Water Main	12	EA	\$	\$
11.	Remove Existing Gate Valve and Box	5 4	EA	\$	\$
12.	Abandon Existing Gate Valve and Well	21 20	EA	\$	\$
13.	Abandon Existing 4" or Less Water Main	2,015	FT	\$	\$
14. 13.	Abandon Existing 8" Water Main with Pressure Grout	3,000	FT	\$	\$
15. 14.	Abandon Existing 6" Water Main with Pressure Grout	13,845 12,845	FT	\$	\$
16. 15.	Remove and Replace HMA Road Pavement	10,871 10,731	SYD	\$	\$
17. 16.	Remove and Replace HMA Road Pavement – Major	5,410 5,390	SYD	\$	\$
18. 17.	Remove and Replace Gravel Road Pavement	2,200	SYD	\$	\$
19. 18.	<u>Adjustment Reduction for Schedule Change</u>	<u>1</u>	<u>LS</u>	<u>\$</u>	<u>\$</u>
20. 19.	Remove and Replace Concrete Walk	970	SFT	\$	\$
21. 20.	ADA Ramp Insert	5	EA	\$	\$
22. 21.	Remove and Replace Concrete Curb and Gutter	345 335	FT	\$	\$
23. 22.	Remove and Replace HMA Drive Pavement	266 742	SYD	\$	\$
24. 23.	Remove and Replace Gravel Drive Pavement	479 1,091	SYD	\$	\$
25. 24.	Remove and Replace Concrete Drive Pavement	132 334	SYD	\$	\$
26. 25.	Remove and Replace Fence	120	FT	\$	\$

IF THIS INFORMATION IS NOT SUBMITTED WITH THE SEALED BID AT THE TIME OF BID, THE BID WILL BE CONSIDERED INCOMPLETE.

27. <u>26.</u>	Remove and Replace Existing 12" Culvert with End Section	373	FT	\$	\$
28. <u>27.</u>	Remove Tree 6" – 12" DBH	3	EA	\$	\$
29. <u>28.</u>	Remove Tree Greater Than 12" DBH	1	EA	\$	\$
30. <u>29.</u>	Remove and Replace Existing 18" Culvert with End Section	40	FT	\$	\$
31. <u>30.</u>	Connect to Existing Water Main	49 <u>18</u>	EA	\$	\$
32. <u>31.</u>	Proposed Fire Hydrant Assembly with Temporary Connection	1	EA	\$	\$
33. <u>32.</u>	Connect Fire Hydrant to Main	1	EA	\$	\$
34. <u>33.</u>	Proposed Fire Hydrant Assembly	57 <u>43</u>	EA	\$	\$
35. <u>34.</u>	Remove and Replace Drainage Structure	6	EA	\$	\$
36. <u>35.</u>	Proposed 12" Water Main by Open Cut – PVC	3,649	FT	\$	\$
37. <u>36.</u>	Proposed 8" Water Main by Open Cut – PVC	49,549 <u>15,580</u>	FT	\$	\$
38. <u>37.</u>	Proposed 6" Water Main by Open Cut – PVC	185 <u>175</u>	FT	\$	\$
39. <u>38.</u>	Proposed 8" Water Main by Bore & Jack – PVC	548 <u>495</u>	FT	\$	\$
40. <u>39.</u>	Proposed 12" Gate Valve and Well	16	EA	\$	\$
41. <u>40.</u>	Proposed 8" Gate Valve and Well	54 <u>31</u>	EA	\$	\$
42. <u>41.</u>	Proposed 6" Gate Valve and Well	2	EA	\$	\$

IF THIS INFORMATION IS NOT SUBMITTED WITH THE SEALED BID AT THE TIME OF BID, THE BID WILL BE CONSIDERED INCOMPLETE.

43. <u>42.</u>	Proposed 8" Gate Valve and Box	17 <u>22</u>	EA	\$	\$
44. <u>43.</u>	Proposed 6" Tapping Sleeve, Gate Valve and Well	6	EA	\$	\$
45. <u>44.</u>	Proposed 8" Tapping Sleeve, Gate Valve and Well	4 <u>3</u>	EA	\$	\$
46. <u>45.</u>	Proposed 1" Water Service Lead Replacement with Stop Box, Short	144 <u>113</u>	EA	\$	\$
47. <u>46.</u>	Proposed 1" Water Service Lead Replacement with Stop Box, Long	179 <u>143</u>	EA	\$	\$
48. <u>47.</u>	Proposed 2" Commercial Water Service Lead Replacement with Stop Box	27	EA	\$	\$
49. <u>48.</u>	Restoration	1	LS	\$	\$
50. <u>49.</u>	Proposed Undercut	1,000	CYD	\$	\$
51. <u>50.</u>	Non-Participating Plumbing Connection Allowance	20	EA	\$	\$
TOTAL BID (ITEMS 1 THROUGH 50):					\$

TOTAL BID PRICE (ITEMS 1 THROUGH 50)

Dollars (\$_____)

(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern).

IF THIS INFORMATION IS NOT SUBMITTED WITH THE SEALED BID AT THE TIME OF BID, THE BID WILL BE CONSIDERED INCOMPLETE.

BID ALTERNATE 1

Item No.	Item Description	Qty	Unit	From Base Bid Table Items 35 through 38 Add/Deduct	Total
1.	Proposed 12" Water Main by Open Cut – D.I.	1	LS	\$	\$
2.	Proposed 8" Water Main by Open Cut – D.I.	1	LS	\$	\$
3.	Proposed 6" Water Main by Open Cut – D.I.	1	LS	\$	\$
4.	Proposed 8" Water Main by Bore & Jack – D.I.	1	LS	\$	\$
TOTAL BID ALTERNATE 1 (ITEM NOS. 1 THROUGH 4):					\$

Add/deduct for any alternate method meeting Specification Section 1.09 (WATER MAIN, Page 3, 2.01 DUCTILE IRON PIPE AND FITTINGS) of the specification ductile iron from the Base Bid Table.

_____ Dollars (\$_____)
 (Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern).

The undersigned has read the "Method of Measurement and Basis of Payment", and acknowledges that Pages MP-1 to MP-16 are part of his proposal.

The undersigned agrees that if the foregoing Proposal shall be accepted by the OWNER, he will, within ten (10) days (Sundays and legal holidays excepted) after receiving notice of such acceptance, enter into the attached form of Agreement and will complete the Project, ready for use, at the price and within the time stated in this Proposal, and that he will furnish the OWNER satisfactory Contract Bonds and certificates of insurance coverage.

The undersigned further agrees that if the foregoing Proposal shall be accepted, he will commence work immediately after the Contract has been awarded, the Agreement executed, and he has received a Notice to Proceed and he shall complete the entire work within **166** calendar days.

The undersigned attaches hereto his Bid Security, as required by the Advertisement and Information for Bidders, and the undersigned agrees that in case he shall fail to fulfill his obligations under the foregoing Proposal and/or shall fail to furnish bonds, as specified, the OWNER may, at its option determine that the undersigned has abandoned his rights and interests in such Contract and that his Bid Security accompanying his Proposal has been forfeited to the said OWNER, but otherwise the Bid Security shall be returned to the undersigned upon the execution of the Contract and the acceptance of the bonds.

IF THIS INFORMATION IS NOT SUBMITTED WITH THE SEALED BID AT THE TIME OF BID, THE BID WILL BE CONSIDERED INCOMPLETE.

The undersigned also agrees that for each and every calendar day that he may be in default of substantial completion of the entire work, ready for use, within the time specified in this Proposal or within the time to which said time of completion may be extended for good cause shown, the OWNER will suffer a damage of Eight Hundred Dollars (\$800.00) per day, and said OWNER shall be compensated therefore at the rate as liquidated damages in accordance with Article 1-B, Liquidated Damages, of the Agreement. Shorter completion items for certain portions of the work are specified in the Detailed Specifications. Liquidated damages shall also apply to these intermediate milestones based on the amounts listed in the Detailed Specifications.

The Bidder shall acknowledge that he/she is an equal opportunity employer and that they do not discriminate against other firms due to race, age, gender or physical conditions.

In submitting this bid, it is understood that the right is reserved by the OWNER to accept any bid, to reject any or all bids, and to waive irregularities in bidding in the interest of the OWNER. The City of Burton reserves the right to make their determination of the selected bidder based on either the Base Bid or Alternate Bid.

The Bidder has completed the accompanying "Legal Status" form.

Dated and Signed at _____
this the _____ day of _____, 20_____.

OFFICIAL ADDRESS

BIDDER'S NAME

By

Telephone

Title

IF THIS INFORMATION IS NOT SUBMITTED WITH THE SEALED BID AT THE TIME OF BID, THE BID WILL BE CONSIDERED INCOMPLETE.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

A. GENERAL

The method of measurement and the basis of payment for each item in the Proposal will be as specified in the schedule attached. The items are generally grouped by the section of the Specifications under which the particular unit of work is detailed. There will be no payment allowed for any unit of work not specifically mentioned in the Proposal as a bid item, and any such unit of work not mentioned in the Proposal, but necessary for the completion of the Project, will be considered as incidental to the construction of the Project.

B. MEASUREMENT

Quantities of work completed under the Contract will be measured by the ENGINEER according to the United States standard measures. When tons are specified, the unit shall be the ton of 2000 pounds. When measurements are stated in miles, stations, acres, they will be horizontal measurements unless specified otherwise. Where measurements are specified to be "in place," they will be taken along the actual surface of the completed item to obtain lineal, area, or volume measurements.

C. PAYMENT

In each and every instance in the schedule attached, where a Basis of Payment is specified, it shall be understood to be prefaced by the following statement, "The Contract unit price bid in the Proposal will be payment in full for all labor, materials, and equipment necessary to do the following according to the Plans and Specifications". Payment shall be made on the basis of the actual quantity of the item completed and accepted at the unit price for such item named in the Proposal.

MEASUREMENT AND PAYMENT SCHEDULE

<u>ITEM IN PROPOSAL</u>	<u>METHOD OF MEASUREMENT</u>	<u>BASIS OF PAYMENT</u>
General Conditions & Mobilization (5% max.)	By the unit lump sum (LS) for an amount no greater than 5% of the total contract amount.	Shall include the cost of mobilization at the beginning of the construction period at the job site including offices, stores, conveniences, and other temporary facilities. Shall also include organizing the project, including coordination with OWNER, ENGINEER, third parties and sub-contractors, obtaining all permits, permit inspection fees, permit bond fees, testing, shop drawings, paperwork, insurance and bonds, bringing equipment to the site as required and removing the equipment from the site as required on construction sequence, management of job, winter construction, purchase and installation of required signs and meeting all requirements of the general conditions.
Utility Exploration and Coordination (3% max.)	By the unit lump sum (LS) for an amount no greater than 3% of the total contract amount.	Complete coordination with electric, gas, phone, cable and municipal utility companies for necessary location of existing facilities, temporary support of utilities and relocation of any components of the facility to allow for the safe and proper construction of the work. This coordination shall take place prior to the construction of the work upon the issuance of a Notice to Proceed. Also included is all potholing or exploratory excavation and Trench A or B backfill as necessary to locate existing utilities to avoid damage to the existing utility during construction of the work. Potholing or exploratory excavation of existing utilities is also necessary to maintain the proposed profile of the water main without excessive depth. All exploration shall take place prior to the start of main line construction to avoid unnecessary delays once the work has started. Payment for this item shall correspond to the percent (%) complete of the total work.

<u>ITEM IN PROPOSAL</u>	<u>METHOD OF MEASUREMENT</u>	<u>BASIS OF PAYMENT</u>
Traffic Control and Maintenance	By the unit lump sum (LS).	Complete furnishing of all labor, materials, and equipment to maintain traffic control on all roads and drives during construction. The work shall include submission of traffic control proposals, temporary barricades, signs, lights, flags, flag persons, fences, drums, temporary access roads for residents, trash pick-up, mail carriers, buses and emergency vehicles at all times in locations where construction of the utility may block or impede traffic flow, including furnishing, placing and maintaining temporary aggregates and temporary bituminous mixture, dust control, temporary lane closures, all as required by the City of Burton or the ENGINEER. Payment for this item shall correspond to the percent (%) complete of the total work.
Audio/Video Route Survey (0.5% max.)	By the unit lump sum (LS) for an amount no greater than ½ % of the total contract amount.	Complete furnishing of all labor, material and equipment for the recording of the project area, including the furnishing and delivering of three digital audio/video DVDs to the ENGINEER.
Silt Fence	By the unit foot (FT) of silt fence installed measured along the axis of the fence.	Complete furnishing of all labor, material, and equipment for the installation of silt fence and fence posts and/or supports, as directed by the ENGINEER or the City of Burton, including any maintenance, repair and replacement of fencing during the course of the project and full removal and disposal after successful vegetation has been established.
Tree Protection Fence	By the unit foot (FT) of tree protection fence installed measured along the axis of the fence.	Complete furnishing of all labor, material, and equipment for the installation of fencing and fence posts as directed by the ENGINEER, including any maintenance, repair and replacement of fencing during the course of the project and full removal and disposal after completion of the project.
Inlet Filter	By the unit each (EA) Inlet Filter installed.	Complete furnishing of all labor, material, and equipment for the installation of new Dandy Bags under catch basin grates in the vicinity of open excavation as directed by the ENGINEER or the City of Burton, including any maintenance, repair and replacement of Dandy Bags during the course of the project and full removal and disposal after completion of the project. It should be noted that relocation of dandy bags to different catch basins will not warrant additional payment.

<u>ITEM IN PROPOSAL</u>	<u>METHOD OF MEASUREMENT</u>	<u>BASIS OF PAYMENT</u>
Filter Berm	By the unit each (EA) Filter Berm installed.	Complete furnishing of all labor, material, and equipment for the installation of temporary stone filter berms at inlet end of culvert locations in the vicinity of open excavation as directed by the ENGINEER or the City of Burton, including any maintenance, repair and replacement of the filter berms during the course of the project and full removal and disposal after completion of the project. It should be noted that relocation and reuse materials of filter berms to different culvert locations will not warrant additional payment.
Remove Existing Fire Hydrant Assembly	By the unit each (EA) for the actual number removed.	Complete furnishing of all labor, materials and equipment for the removal and disposal of the hydrant, valve, valve box, pipe, fittings, thrust blocks, including excavation, sheeting and bracing, plugging, capping, bulkheads, backfilling and compaction, tagging/covering and subsequent uncaging/uncovering of hydrants not in service, concrete fill and encasement, grading, supporting and protecting existing utilities. If gate valve and pipe along hydrant lead are left in place they shall be pressure grouted incidental to this item. All fire hydrants shall be salvaged and delivered to the City Utilities Department.
Cut and Cap Existing Water Main	By the unit each (EA) for the actual number completed.	Complete furnishing of all labor, materials and equipment for the work of cutting the existing water main and capping the abandoned end of the existing water main. The ends of the water main shall be plugged or capped and the plugs and caps shall be encased in concrete. This item shall include excavation, spoils removal, cutting, fittings, bulkheads, sand backfill and compaction, grading, shoring, bracing, supporting thrust blocks and protecting existing utilities and other work incidental thereto.
Remove Existing Gate Valve and Box	By the unit each (EA) for the actual number abandoned.	Complete furnishing of all labor, materials and equipment for the abandonment of an existing gate valve and box to include complete removal of top section of existing valve box to 24-inches below grade and filling the remaining sections with peastone, preparing area above box for restoration consistent with Genesee County Standards for work within road influence, backfill or ditch restoration in greenbelt areas, and any other work incidental thereto.

<u>ITEM IN PROPOSAL</u>	<u>METHOD OF MEASUREMENT</u>	<u>BASIS OF PAYMENT</u>
Abandon Existing Gate Valve and Well	By the unit each (EA) for the actual number abandoned.	Complete furnishing of all labor, materials and equipment for the abandonment of an existing gate valve and well to include complete removal of casting and top section to 24-inches below grade and filling gate well with peastone to the top of the remaining structure, preparing area above structure for restoration consistent with Genesee County Standards for work within road influence, backfill or ditch restoration in greenbelt areas, and any other work incidental thereto.
Abandon Existing 4" or Less Water Main	By the unit feet (FT) of existing water main to be abandoned and filled with pressure grout.	Complete furnishing of all labor, materials and equipment for the abandonment of the existing water main less than or equal to 4 inches in diameter and as shown on the plans. All existing main 4 inches in diameter shall be abandoned by the method of pressure grouting with flowable fill, including excavation for access points to the main, dewatering, cutting, capping, flowable fill, grout pump, bulkheads including block, brick, mortar, excavation, spoils removal, Trench A or B backfill, compaction and other work incidental thereto. All existing main less than 4 inches in diameter shall be removed by excavation methods including cutting, capping, Trench A or B backfill, compaction and other work incidental thereto.
Abandon Existing Water Main with Pressure Grout (8-inch, 6-inch)	By the unit feet (FT) of existing water main to be abandoned and filled with pressure grout.	Complete furnishing of all labor, materials and equipment for the abandonment of the existing water main as shown on the plans by the method of pressure grouting with flowable fill, including excavation for access points to the main, dewatering, cutting, capping, flowable fill, grout pump, bulkheads including block, brick, mortar, excavation, spoils removal, Trench A or B backfill, compaction and other work incidental thereto.

<u>ITEM IN PROPOSAL</u>	<u>METHOD OF MEASUREMENT</u>	<u>BASIS OF PAYMENT</u>
Remove and Replace HMA Road Pavement	By the unit square yard (SYD) of bituminous road removed and replaced.	Complete furnishing of all labor, materials and equipment for the removal and disposal of the HMA roadway and installation of new pavement, in accordance with the type and cross section and thickness shown on the plans and as specified or as directed by the ENGINEER or the City of Burton to match existing. Work shall include furnishing all materials, joints, forming, placing, compacting, finishing, sawcutting, sealing, protecting, bond coating and rolling the pavement and all other work incidental thereto. Also includes adjustment and resetting of frames and covers for all manholes, drainage structures and other castings. Limits of removals shall be shown on the plans or as directed by the ENGINEER and the City of Burton in the field. Material quality control testing will be arranged, provided by and paid for by the CONTRACTOR and subject to the approval and acceptance of the ENGINEER.
Remove and Replace HMA Road Pavement - Major	By the unit square yard (SYD) of bituminous road removed and replaced.	Complete furnishing of all labor, materials and equipment for the removal and disposal of the HMA roadway and installation of new pavement, in accordance with the type and cross section and thickness shown on the plans and as specified or as directed by the ENGINEER or the City of Burton to match existing. Work shall include furnishing all materials, joints, forming, placing, compacting, finishing, sawcutting, sealing, protecting, bond coating and rolling the pavement and all other work incidental thereto. Also includes adjustment and resetting of frames and covers for all manholes, drainage structures and other castings. Limits of removals shall be shown on the plans or as directed by the ENGINEER and the City of Burton in the field. Material quality control testing will be arranged, provided by and paid for by the CONTRACTOR and subject to the approval and acceptance of the ENGINEER.

<u>ITEM IN PROPOSAL</u>	<u>METHOD OF MEASUREMENT</u>	<u>BASIS OF PAYMENT</u>
Remove and Replace Gravel Road Pavement	By the unit square yard (SYD) of gravel road removed and replaced.	Complete furnishing of all labor, materials and equipment for the removal and disposal of the gravel roadway and installation of new gravel surface pavement, in accordance with the type and cross section and thickness shown on the plans and as specified or as directed by the ENGINEER or the City of Burton. Work shall include furnishing all materials, joints, forming, placing, compacting, finishing, sawcutting, protecting the gravel surface pavement and all other work incidental thereto. Also includes adjustment and resetting of frames and covers for all manholes, drainage structures and other castings 6 inches below the finished surface elevation. Limits of removals shall be shown on the plans or as directed by the ENGINEER and the City of Burton in the field. Material quality control testing will be arranged, provided by and paid for by the CONTRACTOR and subject to the approval and acceptance of the ENGINEER.
<u>Adjustment Reduction for Schedule Change</u>	<u>By the unit lump sum (LS)</u>	<u>Cost reduced for removal of Phase 3 and addition of 60 days to completion schedule.</u>
Remove and Replace Concrete Walk	By the unit square foot (SFT) of concrete walk removed and replaced.	Complete furnishing of all labor, materials and equipment for the removal and disposal of concrete sidewalk and sidewalk ramps, and the installation of new jointed concrete 4" sidewalk, 6" sidewalk (driveway locations and ADA landing areas) and 6" sidewalk ramps in accordance with the type and cross section and thickness specified and as shown on the plans accordance with MDOT Standard Plan R-28 and the ADA Standards for Accessible Design. Work shall include furnishing all materials, joints, forming, placing, compacting, finishing, sawcutting, sealing and protecting the concrete sidewalk, and all other work incidental thereto. Limits of removals shall be as shown on the plans or as directed by the ENGINEER or the City of Burton in the field. Material quality control testing will be arranged, provided by and paid for by the CONTRACTOR and subject to the approval and acceptance of the ENGINEER.

<u>ITEM IN PROPOSAL</u>	<u>METHOD OF MEASUREMENT</u>	<u>BASIS OF PAYMENT</u>
ADA Ramp Insert	By the unit each (EA) for the actual number installed.	Complete furnishing of all labor, materials and equipment for the installation of new ADA ramp insert detectable warning surfaces in accordance with MDOT Standard Plan R-28 and the ADA Standards for Accessible Design. Work shall include furnishing all materials, joints, placing, finishing, sealing and protecting the truncated dome inserts and all other work incidental thereto. Limits of removals shall be as shown on the plans or as directed by the ENGINEER or the City of Burton in the field. Material quality control testing will be arranged, provided by and paid for by the CONTRACTOR and subject to the approval and acceptance of the ENGINEER.
Remove and Replace Concrete Curb & Gutter	By the unit lineal feet (LF) of curb and gutter removed and replaced, measured horizontally along the gutter line of the curb or top of curb if there is no gutter.	Complete furnishing of all labor, materials and equipment for the removal and disposal of concrete curb and gutter and the installation of new jointed concrete curb and gutter in accordance with the type and cross section and thickness specified or as directed by the ENGINEER or the City of Burton to match existing and as shown on the details. Work shall include furnishing all materials, joints, forming, placing, compacting, finishing, sawcutting, sealing and protecting the concrete curb and gutter and all other work incidental thereto. Also includes adjustment and resetting of frames and covers for all manholes, drainage structures and other castings. Limits of removals shall be as shown on the plans or as directed by the ENGINEER or the City of Burton. Material quality control testing will be arranged, provided by and paid for by the CONTRACTOR and subject to the approval and acceptance of the ENGINEER.
Remove and Replace HMA Drive Pavement	By the unit square yard (SYD) of bituminous drive removed and replaced.	Complete furnishing of all labor, materials and equipment for the removal and disposal of the HMA drive and installation of new drive, in accordance with the type and cross section and thickness specified or as directed by the ENGINEER to match existing and as shown on the details. Work shall include furnishing all materials, joints, forming, placing, compacting, finishing, sawcutting, sealing, protecting, bond coating and rolling the drive and all other work incidental thereto. Limits of removals shall be shown on the plans or as directed by the ENGINEER or the City of Burton. Material quality control testing will be arranged, provided by and paid for by the CONTRACTOR and subject to the approval and acceptance of the ENGINEER.

<u>ITEM IN PROPOSAL</u>	<u>METHOD OF MEASUREMENT</u>	<u>BASIS OF PAYMENT</u>
Remove and Replace Gravel Drive Pavement	By the unit square yard (SYD) of drive removed and replaced.	Complete furnishing of all labor, materials and equipment for the removal and disposal of the gravel driveway and installation of new aggregate material. In accordance with the type and cross section and thickness specified or as directed by the ENGINEER or the City of Burton to match existing. Work shall include furnishing all materials, placing, compacting, protecting and all other work incidental thereto. Limits of removal shall be shown on the plans or as directed by the ENGINEER or the City of Burton in the field. Material quality control testing will be arranged, provided by and paid for by the CONTRACTOR and subject to the approval and acceptance of the ENGINEER.
Remove and Replace Concrete Drive Pavement	By the unit square yard (SYD) of concrete drive removed and replaced.	Complete furnishing of all labor, materials and equipment for the removal and disposal of the concrete driveway and the installation of new jointed concrete driveway, in accordance with the type and cross section and thickness specified or as directed by the ENGINEER or City of Burton to match existing. Work shall include furnishing all materials, joints, forming, placing, compacting, finishing, stamping and tinting where necessary to match existing, sawcutting, sealing and protecting the concrete driveway and all other work incidental thereto. Limits of removals shall be as shown on the plans or as directed by the ENGINEER or the City of Burton in the field. Material quality control testing will be arranged, provided by and paid for by the CONTRACTOR and subject to the approval and acceptance of the ENGINEER.
Remove and Replace Fence	By the unit feet (FT) of fenced removed and new fence installed.	Complete removal and disposal of existing fence, and furnishing and installation of new fence, including connectors, hardware, mesh, post and gate materials. Excavation, supporting and protecting existing utilities, concrete foundation, bedding, backfilling, bracing and other work incidental thereto.

<u>ITEM IN PROPOSAL</u>	<u>METHOD OF MEASUREMENT</u>	<u>BASIS OF PAYMENT</u>
Remove and Replace Existing Culverts with End Section (12-inch and 18-inch)	By the unit feet (FT) of culvert and end section removed and replaced.	For the complete work of removal and disposal of existing culvert and the installation of a new CMP culvert in accordance with the type specified and as shown on the plans. Work shall include furnishing of all labor, materials, and equipment to install culvert as shown on the plans. The work shall include shoring, bracing, supporting and protecting existing utilities, pumping, bypassing and maintaining existing flow along drain, furnishing and installation, excavation, clearing, subgrade preparation, backfill of Class II material compacted in 6-inch lifts, installation of flared end outlet sections, fittings, connections, spoil hauling and disposal, restoration, rip rap, and all other work incidental thereto.
Remove Tree (6-inch to 12-inch and Greater than 12-inch DBH)	By the unit each (EA) for actual number of trees removed.	Complete furnishing of all labor, materials and equipment for the removal of the tree and grubbing of the tree stump and entire root system as identified on the plan and as contained in specifications and complete disposal of all tree components from the site. Includes any excavation, spoils disposal, backfilling with suitable compactable material, grading, compacting, and any other work incidental thereto to completely restore the prior location of tree. This item also includes a walkthrough w/ OWNER and ENGINEER to make final decision on trees to be removed.
Connect to Existing Water Main	By the unit each (EA) for the actual number of connections completed based on the location noted on the plans.	Complete furnishing of all labor, materials and equipment for the connection of the existing water main to the proposed water main in all locations shown on the plans based on the material of the existing water main and as specified on the plans and Contract Documents after the testing operations of the new main are complete. This item includes all coordination, excavation, temporary removal and replacement of culvert or end sections, sheeting and shoring, dewatering, downtime, saw cutting, all pipe removal, caps, sand bedding, sand backfilling, connections, pipe and fittings installation within fifteen (15) feet of existing main, pipe replacement/installation along existing main, fittings, sleeves, reducers couplings, adapters, connectors, pipe restraints, concrete encasement of sleeves or fittings, thrust blocks, flushing, chlorination, and other work incidental thereto.

<u>ITEM IN PROPOSAL</u>	<u>METHOD OF MEASUREMENT</u>	<u>BASIS OF PAYMENT</u>
Proposed Fire Hydrant Assembly with Temporary Connection	By the unit each (EA) for the actual number installed.	Complete furnishing of all labor, materials and equipment for the installation of a new, temporary hydrant assembly by tap connection to the existing main for future permanent connection to the new proposed water main. All hydrant assemblies shall be installed per City and County Standard Detail, including all pipe, pipe fittings (tees, bends, etc.), gate valve, valve box, restraining joints, thrust blocks, hydrant, connections, excavation, sheeting and shoring, sand bedding, aggregates, dewatering, backfilling, clearing, grubbing, sand backfilling, flushing, chlorination, pressure testing, tracer wires and connectors, tagging/covering and subsequent untagging/uncovering of hydrants not in service and other work incidental thereto.
Connect Fire Hydrant to Main	By the unit each (EA) for the actual number of connections completed based on the location noted on the plans.	Complete furnishing of all labor, materials and equipment for the connection of temporary hydrant assembly, previously installed to the existing water main, to the proposed water main at all 'T' locations as shown and specified on the plans and Contract Documents after the testing operations of the new main are complete. All hydrant connections shall be installed per City and County Standard Detail and includes all coordination, excavation, temporary removal and replacement of culvert or end sections, sheeting and shoring, dewatering, downtime, saw cutting, all pipe removal, caps, sand bedding, sand backfilling, connections, pipe and fittings installation within fifteen (15) feet of existing main, pipe replacement/installation along existing main, fittings, sleeves, reducers couplings, adapters, connectors, pipe restraints, concrete encasement of sleeves or fittings, flushing, chlorination, all pipe, pipe fittings (tees, bends, etc.), gate valve, valve box, restraining joints, thrust blocks, hydrant, connections, aggregates, clearing, grubbing, pressure testing, tracer wires and connectors, tagging/covering and subsequent untagging/uncovering of hydrants not in service and other work incidental thereto.

<u>ITEM IN PROPOSAL</u>	<u>METHOD OF MEASUREMENT</u>	<u>BASIS OF PAYMENT</u>
Proposed Fire Hydrant Assembly	By the unit each (EA) for the actual number installed.	Complete furnishing of all labor, materials and equipment for the installation of complete hydrant assembly connection to the proposed water main. All hydrant assemblies shall be installed per City and County Standard Detail, including all pipe, pipe fittings (tees, bends, etc.), gate valve, valve box, restraining joints, thrust blocks, hydrant, connections, excavation, sheeting and shoring, sand bedding, aggregates, dewatering, backfilling, clearing, grubbing, sand backfilling, flushing, chlorination, pressure testing, tracer wires and connectors, tagging/covering and subsequent untagging/uncovering of hydrants not in service and other work incidental thereto.
Remove and Replace Drainage Structure	By the unit each (EA) for the actual number installed.	Complete furnishing of all labor, materials and equipment for the installation of drainage structure and connection of piping by block, brick and mortar or precast unit with applicable casting per the City Standard Detail including pre-cast concrete unit, sump or base section, riser sections with gaskets as necessary to satisfy normal depth and based on field verification plan profile of pipe, valve stem extensions, manhole steps, frame and manhole cover, adjustment rings, threaded studs, bolts, butyl rope, brick, mortar, excavation, bedding, sand backfill, compaction, dewatering, shoring and sheeting, bracing, testing, chlorination and all other work incidental thereto.
Proposed Water Main by Open-Cut PVC (12-inch, 8-inch, and 6-inch)	By horizontally measured lineal feet (LF) of water main in place installed by open cut method, measured along the axis of the water main.	Complete furnishing of all labor, materials and equipment for the installation of the water main by open cut construction, including all connections, excavation, spoils disposal, sand bedding, dewatering, shoring and sheeting, Trench A or B backfilling, clearing, grubbing, tree stump removal, sand backfill, compaction, all necessary pipe fittings, tracer wire and connectors, adaptors, caps, concrete encasement, stone encasement, temporary bracing, poly-wrap, temporary marker, blow-off connections, mechanical joint caps, plugging, thrust blocks, pipe joint restraints, flushing, chlorination, pressure testing and other work incidental thereto. This item also includes any brush clearing, removal of trees 6-inches or less in diameter, shrub removal, tree branch trimming, in-kind culvert removal and replacement, temporary damming and bypass pumping of drainage courses, miscellaneous grading and other work incidental thereto.

<u>ITEM IN PROPOSAL</u>	<u>METHOD OF MEASUREMENT</u>	<u>BASIS OF PAYMENT</u>
Proposed Water Main by Bore and Jack (8-inch)	By the horizontally measured lineal feet (LF) of water main installed by bore and jack method measured along the axis of the water main.	Complete furnishing of all labor, materials and equipment for the installation of water main by bore and jack method, including obstruction removal, preliminary testing, excavations for jacking and receiving pits, guided boring equipment, pilot hole boring, insertion of carrier pipe, pipe fittings, spoils disposal, adaptors, tracer wire, pressure grout between carrier pipe and casing, sand backfill and compaction for boring and receiving pits. This item shall also include connections, polywrap, temporary bracing, temporary marker, plugging, dewatering, shoring and sheeting, spoils disposal, Trench A or B backfilling, compaction, clearing, grubbing, pipe joint restraints, thrust blocks, anchor blocks, temporary connections, adaptors, transition fittings, pipe fittings, caps, blow-off connections, flushing, chlorination, pressure testing, bacteriological testing, submittals and other work incidental thereto.
Proposed Gate Valve and Well (12-inch, 8-inch, and 6-inch)	By the unit each (EA) for the actual number installed.	Complete furnishing of all labor, materials and equipment for the installation of a gate valve and well per the City and County Standard Detail including valve, corporation stops, fittings, tracer wire, sleeves, adapters, connectors, pipe restraints, concrete valve support, thrust blocks, pre-cast concrete gate well base section with kor-n-seal boots, gate well sections with gaskets as necessary to satisfy normal depth and deeper installations based on plan profile of pipe, valve stem extensions, manhole steps, frame and manhole cover, adjustment rings, threaded studs, bolts, butyl rope, brick, mortar, excavation, bedding, sand backfill, compaction, dewatering, shoring and sheeting, bracing, testing, chlorination and all other work incidental thereto.
Proposed Gate Valve and Box (8-inch)	By the unit each (EA) for the actual number installed.	Complete furnishing of all labor, materials and equipment for the installation of a gate valve and box including gate valve, valve box, fittings, tracer wire, sleeves, adapters, connectors, pipe restraints, valve support, thrust blocks, valve stem extensions, excavation, bedding, sand backfill, compaction, dewatering, shoring and sheeting, bracing, testing, chlorination and all other work incidental thereto.

<u>ITEM IN PROPOSAL</u>	<u>METHOD OF MEASUREMENT</u>	<u>BASIS OF PAYMENT</u>
Proposed Tapping Sleeve, Gate Valve and Well (8-inch and 6-inch)	By the unit each (EA) for the actual number installed.	Complete furnishing of all labor, materials and equipment for the installation of a tapping sleeve, gate valve and well per the City and County Standard Detail including tapping sleeve, tapping valve, water main tapping machinery and water main tap, corporation stops, fittings, tracer wire, sleeves, adapters, connectors, pipe restraints, concrete valve support, thrust blocks, concrete gate well base, gate well sections with gaskets as necessary to satisfy normal depth and deeper installations based on plan profile of pipe, valve nut extensions, manhole steps, frame and manhole cover adjusted to proposed grade, adjustment rings, mastic sealant, joint gaskets, brick, block, mortar, excavation, bedding, sand backfill, compaction, dewatering, shoring and sheeting, bracing, testing, tracer wires and connectors, pressure testing, chlorination and all other work incidental thereto.
Proposed 1-inch Water Service Lead Replacement with Stop Box, Short	By the unit each (EA) for the actual number installed.	Complete furnishing of all labor, materials and equipment for the installation of the replacement service lead by open cut means or by boring and specified on the drawings, including excavation, bedding, backfill, sand backfill, corporation, connection to the new main, couplings, service pipe, poly wrap, curb stop, curb stop box, connection to existing lead, capping existing service lead, removal of existing curb stop box lid, closing of existing corporation if necessary, dewatering, sheeting and shoring, pipe fittings, and other work incidental thereto.
Proposed 1-inch Water Service Lead, Replacement with Stop Box, Long	By the unit each (EA) for the actual number installed.	Complete furnishing of all labor, materials and equipment for the installation of the replacement service lead by boring, including excavation, bedding, backfill, sand backfill, corporation, connection to the new main, couplings, service pipe, poly wrap, curb stop, curb stop box, connection the existing service lead, capping existing service lead, removal of existing curb stop box lid, closing of existing corporation if necessary, dewatering, sheeting and shoring, pipe fittings, and other work incidental thereto.

<u>ITEM IN PROPOSAL</u>	<u>METHOD OF MEASUREMENT</u>	<u>BASIS OF PAYMENT</u>
Proposed 2" Commercial Water Service Lead Replacement with Stop Box	By the unit each (EA) for the actual number installed.	Complete furnishing of all labor, materials and equipment for the installation of the replacement commercial service lead by open cut means or by boring and specified on the drawings, including excavation, bedding, backfill, sand backfill, corporation, connection to the new main, couplings, service pipe, poly wrap, curb stop, curb stop box, connection to existing lead, capping existing service lead, removal of existing curb stop box lid, closing of existing corporation if necessary, dewatering, sheeting and shoring, pipe fittings, and other work incidental thereto.
Restoration	By the unit lump sum (LS)	Complete furnishing of all labor, materials and equipment for the removal and restoration or replacement of all shrubs, bushes, trees less than 6" DBH, berms, aggregate shoulder, landscape railroad ties, flower bed plantings, landscape rocks, retaining walls, landscape mulch, separation fabric, 3" of topsoil, mulch, seeding, sodding, landscape edging material, rip-rap, head walls, fences, ornamental lawn items, landscape lights, sign lights, flag poles, pedestrian bridges, mailboxes, steps, brick paver walks and driveways, sidewalk and non-motorized pathways not indicated for replacement but damaged during construction, spillways, railings, posts, signage both private and public and any other items removed or damaged as a result of CONTRACTOR's construction activities.
Proposed Undercut	By the unit cubic yard (CYD) of undercut installed.	Complete furnishing of all labor, materials and equipment for the removal and installation of lightweight slag aggregate backfill by open cut construction, excavation, spoils disposal, dewatering, shoring and sheeting, clearing, grubbing, tree stump removal, any brush clearing, removal of trees 6-inches or less in diameter, shrub removal, tree branch trimming, in-kind culvert removal and replacement, temporary damming and by- pass pumping of drainage courses, backfilling, compaction, miscellaneous grading and other work incidental thereto.

ITEM IN PROPOSAL

Non-Participating
Plumbing Connection
Allowance

METHOD OF MEASUREMENT

By the actual unit lump sum (LS) of the selected plumbing subcontractor's proposal plus a 10% mark up for overhead. Value in proposal is a budget allowance and actual payment will be based on scope of work and approved invoicing.

BASIS OF PAYMENT

Complete furnishing of all labor, materials and equipment for the relocation of water services within existing properties. Includes the coordination and administration for the submission of two price quotes from approved plumbing subcontractors once the scope of the connection has been established in the field. Shall include all plumbing, fittings, etc. to completely restore the water service and connect to new water main and relocate service line by push bore to existing residence connection location to the satisfaction of the ENGINEER. The ENGINEER may also generate price quotes and will make the final decision on the selected subcontractor to perform the work. The CONTRACTOR will be responsible for coordinating and enforcing the completion of this work.

END OF SECTION

Attachment: let_zelenko_recommendation_of_award_20150429 (1500 : Drinking Water Revolving Fund (DWFR) Phase 2 resolution)



DEPARTMENT OF PUBLIC WORKS
4093 MANOR DRIVE
BURTON, MICHIGAN 48519 PHONE: 810-742-9230

UTILITY CONTACT INFORMATION AND PLAN DISTRIBUTION LIST - MARCH 7TH

CITY OF BURTON - WATER, SEWER
DAVE MARSHKE - SUPERINTENDENT
4093 MANOR DR.
BURTON, MI 48519
(810) 742-9230
d.marshke@burtonmi.gov

CONSUMERS ENERGY - NATURAL GAS
SAL DELISI
3201 E. COURT ST.
FLINT, MI 48506-4085
(810) 760-3486
sjdelisi@cmsenergy.com

MDEQ - OFFICE OF DRINKING WATER AND MUNICIPAL SERVICES
MIKE PRYSBY, P.E.
CONSTITUTION HALL - 4TH FLOOR
525 W. ALLEGAN ST.
LANSING, MI 48909
(517) 290-8817
prysbvm@michigan.gov

CONSUMERS ENERGY - ELECTRIC
MARCEY CONN
3201 E. COURT ST.
FLINT, MI 48506-4085
(810) 760-3506
marcey.conn@cmsenergy.com

GCDC WWS
MATT RAYSN, P.E.
4610 BEECHER RD.
FLINT, MI 48532-2617
(810) 732-7870
mraysin@gcdcwws.com

ALL EXISTING UTILITIES MUST BE EXPOSED BY THE CONTRACTOR FOR VERIFICATION OF BOTH HORIZONTAL AND VERTICAL LOCATION AND WILL BE PAID FOR AS: UTILITY EXPLORATION AND COORDINATION.

EASEMENT STATEMENT

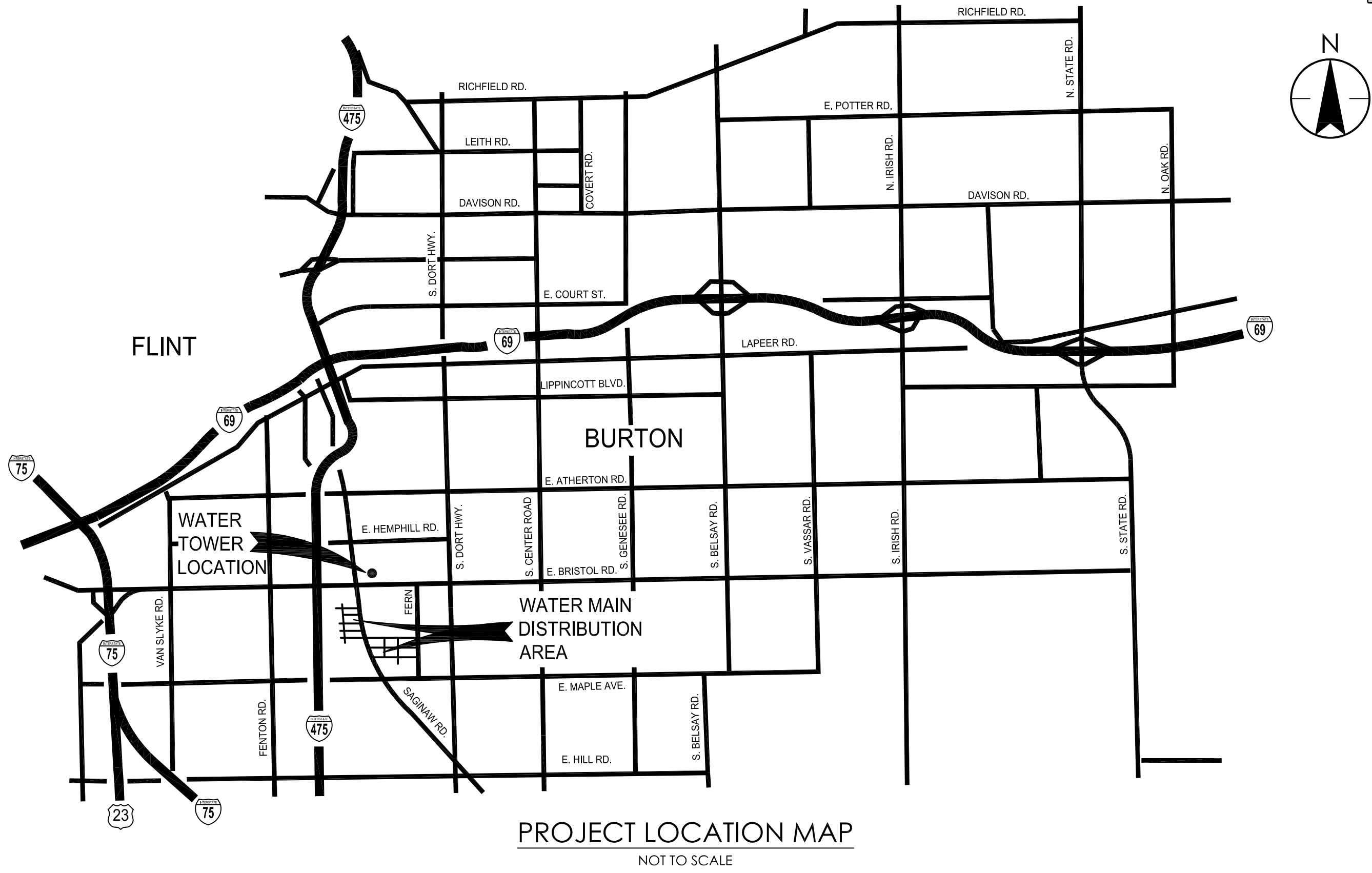
ALL PUBLIC SANITARY SEWERS AND PUBLIC WATER MAINS SHALL HAVE AN EASEMENT GRANTED TO GCDC-WWS AND/OR LOCAL MUNICIPALITY FOR MAINTENANCE, REPAIR AND/OR REPLACEMENT, FOR CONDOMINIUMS, THE EASEMENT SHALL BE RECORDED ON THE NEXT MASTER DEED DOCUMENT AND FOR SUBDIVISION, THE EASEMENT SHALL BE RECORDED ON THE FINAL RECORDED PLAT. ALL OTHERS SHALL BE RECORDED ON THE NEW STANDARD GCDC-WWS EASEMENT FORM.

PROJECT DISTURBANCE:

THE TOTAL DISTURBED AREA IS 6.5 ACRES. A NPDES PERMIT IS REQUIRED.

PLAN COMPLIANCE

THIS PROJECT HAS BEEN DESIGNED IMPLEMENTING THE LATEST GCDC-WWS DESIGN SPECIFICATIONS. CAREFULLY REVIEW THE NOTES, DETAILS, AND DESIGN PRIOR TO SUBMITTING A BID. FULL COMPLIANCE WITH THE NEW STANDARDS WILL BE REQUIRED.



DRAWING INDEX:		
DWG	SHEET	TITLE
CIVIL		
C-001	01	COVER SHEET
C-002	02	GENERAL NOTES, LEGEND, SYMBOLS AND ABBREVIATIONS
C-003	03	CITY OF BURTON GENERAL CONSTRUCTION NOTES
C-004	04	EXISTING UTILITY SCHEDULES
C-005	05	HYDRANT AND VALVE OVERALL PLAN
C-006	06	TRAFFIC CONTROL PLAN
C-101	07	SAGINAW ST. WATER MAIN PLAN AND PROFILE STA. 0+00 TO 10+00
C-102	08	SAGINAW ST. WATER MAIN PLAN AND PROFILE STA. 10+00 TO 20+00
C-103	09	SAGINAW ST. WATER MAIN PLAN AND PROFILE STA. 20+00 TO 30+00
C-104	10	SAGINAW ST. WATER MAIN PLAN AND PROFILE STA. 30+00 TO 35+72
C-105	11	MORRISON ST. WATER MAIN PLAN AND PROFILE STA. 0+00 TO 11+00
C-106	12	MORRISON ST. WATER MAIN PLAN AND PROFILE STA. 11+00 TO 21+37
C-107	13	SCOTTWOOD AVE. WATER MAIN PLAN AND PROFILE STA. 0+00 TO 10+00
C-108	14	SCOTTWOOD AVE. WATER MAIN PLAN AND PROFILE STA. 10+00 TO 14+32
C-109	15	BUDER AVE. WATER MAIN PLAN AND PROFILE STA. 0+00 TO 10+15
C-110	16	McLEAN AVE. WATER MAIN PLAN AND PROFILE STA. 0+00 TO 10+00
C-111	17	McLEAN AVE. WATER MAIN PLAN AND PROFILE STA. 10+00 TO 14+47
C-112	18	SCHUMACHER AVE. WATER MAIN PLAN AND PROFILE STA. 0+00 TO 10+00
C-113	19	SCHUMACHER AVE. WATER MAIN PLAN AND PROFILE STA. 10+00 TO 14+62
C-114	20	WILLIAMSON AVE. WATER MAIN PLAN AND PROFILE STA. 0+00 TO 10+00
C-115	21	WILLIAMSON AVE. WATER MAIN PLAN AND PROFILE STA. 10+00 TO 14+71
C-116	22	JUDD RD. WATER MAIN PLAN AND PROFILE STA. 0+00 TO 10+09
C-117	23	BARNES AVE. WATER MAIN PLAN AND PROFILE STA. 0+00 TO 5+19
C-118	24	COLUMBINE AVE. WATER MAIN PLAN AND PROFILE STA. 0+00 TO 7+80
C-119	25	WEBBER AVE. WATER MAIN PLAN AND PROFILE STA. 0+00 TO 10+00
C-120	26	WEBBER AVE. WATER MAIN PLAN AND PROFILE STA. 10+00 TO 15+92
C-121	27	BRADY AVE. WATER MAIN PLAN AND PROFILE STA. 0+00 TO 10+00
C-122	28	BRADY AVE. WATER MAIN PLAN AND PROFILE STA. 10+00 TO 20+00
C-123	29	BRADY AVE. WATER MAIN PLAN AND PROFILE STA. 20+00 TO 22+93
C-124	30	PRINGLE AVE. WATER MAIN PLAN AND PROFILE STA. 0+00 TO 10+63
C-125	31	WHITEMORE AVE. WATER MAIN PLAN AND PROFILE STA. 0+00 TO 6+13
C-126	32	BOATHFIELD AVE. WATER MAIN PLAN AND PROFILE STA. 0+00 TO 7+28
C-127	33	BERGIN AVE. WATER MAIN PLAN AND PROFILE STA. 0+00 TO 7+38
C-128	34	E. PARKWOOD AVE. WATER MAIN PLAN AND PROFILE STA. 0+00 TO 8+97
C-129	35	PARKWOOD AVE. WATER MAIN PLAN AND PROFILE STA. 0+00 TO 4+05
C-501	36	GENESEE COUNTY STANDARD DETAILS
C-502	37	STANDARD DETAILS
C-503	38	SOIL EROSION CONTROL DETAILS
C-504	39	SOIL EROSION KEY SHEET

REMOVED FROM CONTRACT
REMOVED FROM CONTRACT
REMOVED FROM CONTRACT
REMOVED FROM CONTRACT

CITY OF BURTON GENESEE COUNTY, MI SEC. 29, 31 & 32, T. 7 N., R. 7 E.

DWRF SEGMENT 2

WATER MAIN REPLACEMENT

APRIL 2014

STANTEC PROJECT NUMBER: 2075108905

DWRF PROJECT NUMBER: 7397-01

ADDENDUM #3



Know what's below.
Call before you dig.

NOTE:

THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING MISS DIG PRIOR TO CONSTRUCTION.

POST BID OPENING
ADDENDUM NO. 3
DATED APRIL 27, 2015

CONTRACT DOCUMENTS
FOR
DWRP SEGMENT 2 WATER MAIN REPLACEMENT
FOR THE
CITY OF BURTON, MICHIGAN

BID DUE/BID OPENING: Tuesday, April 7, 2015

10:30 AM, local time

The Contract Documents identified by the Title above are amended to include the supplemental information and instructions as written below, which shall become an integral part of the Contract Documents.

THE BIDDER SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN HIS PROPOSAL

Revise Part I, CONTRACT FORMS, as follows:

Replace PROPOSAL, P-1 through P-6 in its entirety (see attached) to address reduction of scope of work pertaining to the removal of drawing sheets C-124, C-125, C-126, C-127 and C-128 in Part III, Drawings, below; revisions to construction schedule and cost adjustment item as detailed in Part II, Detailed Specifications below; and quantity amounts for realignment of water main along Williamson Avenue, Judd Road, McLean Avenue, Weber Avenue and Brady Avenue as detailed from onsite observation and review with Engineer and Contractor on April 20, 2015 and supporting documentation provided by Contractor. Redistribution of realignment drawings to be provided by Engineer prior to construction.

Revise METHOD OF MEASUREMENT AND BASIS OF PAYMENT, pages P-1 through P-16 (see attached).

Revise Part II, DETAILED SPECIFICATIONS, as follows:

Revise SPECIFICATION SECTION 1.00 GENERAL REQUIREMENTS, as follows:

Revise Page 2, 1.06 CONSTRUCTION SEQUENCE, C.

- C. The CONTRACTOR's schedule shall adhere to the following guidelines and must meet all critical timeline dates identified below for each Phase of the work. Failure to meet these critical timeline dates **and requiring any extension of time beyond substantial completion** will result in liquidated damages of Three Hundred Dollars \$300.00 per day. The following schedule shall supersede the construction sequence shown on the drawings.

Revise Page 2, 1.06 CONSTRUCTION SEQUENCE, D.3.

3. Install and test 4197 feet of water main along Saginaw Street along with 548 feet of bore and jack of the main across Saginaw Road at Scottwood Avenue, Buder Avenue, McLean Avenue, Schumacher Avenue, Williamson Avenue, and Judd Road within the project scope, **Phase 1**. This work must be completed within 60 calendar days of Notice to Proceed. ~~As~~ all work on Saginaw Road must be completed and restored prior to August 8, 2015. Connection to the Saginaw Road main at Parkwood Avenue, Bergin Avenue, Boatfield Avenue,

ADD-3

Page 1 of 2

Whittemore Avenue, Bristol Road(2) and Connell Street main shall be made after the Saginaw Road main has been installed, tested and accepted. Upon testing and acceptance of **Phase 2** and **Phase 3** (see below) water main installation, connections to the Saginaw main shall be made at west end of the bore and jack locations at Judd Road, Scottwood Avenue, Buder Avenue, McLean Avenue, Schumacher Avenue, Williamson Avenue are installed, tested and accepted respectively. **If through review of the detailed progress schedule and prior to the start of construction it is determined that the restoration of Saginaw Road cannot be completed prior to August 8, 2015, work for this phase cannot begin until August 15, 2015 and work on Phases 2 and 3 can be completed during this time.**

Revise Page 2, 1.06 CONSTRUCTION SEQUENCE, D.4.

4. Install and test 10,378 feet of water main along Morrison Street from Weber Avenue to Natalie Drive, along Parkwood Avenue from Morrison Street to Cerdan and along Scottwood Avenue, Buder Avenue, McLean Avenue, Schumacher Avenue, Williamson Avenue and Judd Road to the west end of the bore and jack location of the main across Saginaw Road (part of **Phase 1**) within the project scope, **Phase 2**. This work must be completed within 60 calendar days of Notice to Proceed. As all work on Saginaw Street, **Phase 1**, must be completed and restored prior to August 8, 2015, phase two can be installed simultaneously to accommodate the connection to the Saginaw Street water main at Scottwood Avenue, Buder Avenue, McLean Avenue, Schumacher Avenue, Williamson Avenue and Judd Road after the water main has been installed, tested and accepted.

Revise Page 3, 1.06 CONSTRUCTION SEQUENCE, D.5.

5. Install and test 5,185 feet of water main along Barnes Avenue, Columbine Avenue, Weber Avenue, and Brady Avenue, all east of Saginaw Road. **Phase 3**. This work must be completed within 45 calendar days of Notice to Proceed.

Delete Page 3, 1.06 CONSTRUCTION SEQUENCE, D.6., in its entirety.

6. ~~Install and test 4,029 feet of water main along Pringle Avenue, Whittemore Avenue, Boatfield Avenue, Bergin Avenue and East Parkwood Avenue within the project scope, **Phase 4**. This work must be completed within 45 calendar days of Notice to Proceed.~~
 - a. ~~This installation may begin simultaneously with **Phase 1, 2 or 3** but is not required.~~
 - b. ~~CONTRACTOR shall make the connections from existing hydrant to provide water for testing.~~
 - c. ~~Upon acceptance testing, service connections along Pringle Avenue, Whittemore Avenue, Boatfield Avenue, Bergin Avenue and Parkwood Avenue shall be installed along the respective mains.~~
 - d. ~~Water service connections to the proposed water main cannot begin until the connections along Pringle at Bristol Road and East Parkwood Avenue connections are made.~~

Revise Part III, DRAWINGS, as follows:

Replace Drawing C-001, Sheet 01, COVER SHEET, in its entirety (see attached).

END OF ADDENDUM NO. 3

April 27, 2015

ADD-3

Page 2 of 2

PROPOSAL FOR
DWRP SEGMENT 2
WATER MAIN REPLACEMENT
DWRP PROJECT #7397-01

TO THE CITY OF BURTON

The undersigned as Bidder hereby declares that this Proposal is made in good faith without fraud or collusion with any person or persons bidding on the same Contract; that he has read and examined the Advertisement, Information for Bidders, Proposal, General Conditions, Agreement, Forms of Bonds, Specifications and Plans, as prepared by the ENGINEERS, and understands all of the same; that he or his representative has made personal investigation at the site and has informed himself fully with regard to the conditions to be met in the execution of this Contract, and the undersigned proposes to furnish all labor, materials, tools, power, transportation, and construction equipment necessary for the construction of the Project and performing related work in full accordance with the aforesaid Contract Documents, including any and all addenda officially issued, the receipt of which is hereby acknowledged:

Addendum No. /Dated

Date of Receipt

Signature

ADD #1

3/31/15

[Signature]

ADD #2

4/2/15

[Signature]

ADD #3

4/27/15

[Signature]

AWARD OF CONTRACT: The Contract(s) will be awarded to the lowest responsive, responsible Bidder based on unit prices for all work as specified.

PROPOSAL PRICE: The Bidder agrees to complete the Project for the following unit price:

Item No.	Item Description	Qty	Unit	Unit Price	Total Price
1.	General Conditions and Mobilization (5% Max)	1	LS	\$ 230,000.00	\$ 230,000.00
2.	Utility Exploration and Coordination (3% Max)	1	LS	\$ 139,000.00	\$ 139,000.00
3.	Traffic Control and Maintenance	1	LS	\$ 200,000.00	\$ 200,000.00
4.	Audio/Video Route Survey (0.5% Max)	1	LS	\$ 10,000.00	\$ 10,000.00
5.	Silt Fence 3,562	17,450 14,250	FT	\$ 1.00	\$ 3,562.00
6.	Tree Protection Fence 767	4,070 3,070	FT	\$ 1.00	\$ 767.00
7.	Inlet Filter	123 105	EA	\$ 250.00	\$ 26,250.00

IF THIS INFORMATION IS NOT SUBMITTED WITH THE SEALED BID AT THE TIME OF BID, THE BID WILL BE CONSIDERED INCOMPLETE.

8.	Filter Berm	122 82	EA	\$ 500.00	\$ 41,000.00
9.	Remove Existing Fire Hydrant Assembly	35 29	EA	\$ 350.00	\$ 10,150.00
10.	Cut and Cap Existing Water Main	12	EA	\$ 850.00	\$ 10,200.00
11.	Remove Existing Gate Valve and Box	5 4	EA	\$ 45.00	\$ 180.00
12.	Abandon Existing Gate Valve and Well	21 20	EA	\$ 350.00	\$ 7,000.00
13.	Abandon Existing 4" or Less Water Main	2,015	FT	\$ 1.00	\$ 0.00
14. 13.	Abandon Existing 8" Water Main with Pressure Grout	3,000	FT	\$.50	\$ 1,500.00
15. 14.	Abandon Existing 6" Water Main with Pressure Grout	13,845 12,845	FT	\$.30	\$ 3,853.50
16. 15.	Remove and Replace HMA Road Pavement	19,871 10,731	SYD	\$ 34.00	\$ 364,854.00
17. 16.	Remove and Replace HMA Road Pavement – Major	5,410 5,390	SYD	\$ 60.00	\$ 323,400.00
18. 17.	Remove and Replace Gravel Road Pavement	2,200	SYD	\$ 14.00	\$ 0.00
19. 18.	<i>Adjustment Reduction for</i> <i>Schedule Change MAY 15, 2016 1</i>		LS	\$ (150,000.00)	\$ (150,000.00)
20. 19.	Remove and Replace Concrete Walk	970	SFT	\$ 10.00	\$ 9,700.00
21. 20.	ADA Ramp Insert	5	EA	\$ 400.00	\$ 2,000.00
22. 21.	Remove and Replace Concrete Curb and Gutter	345 335	FT	\$ 35.00	\$ 11,725.00
23. 22.	Remove and Replace HMA Drive Pavement	266 742	SYD	\$ 50.00	\$ 37,100.00
24. 23.	Remove and Replace Gravel Drive Pavement	479 1,091	SYD	\$ 20.00	\$ 21,820.00
25. 24.	Remove and Replace Concrete Drive Pavement	132 334	SYD	\$ 65.00	\$ 21,710.00
26. 25.	Remove and Replace Fence	120	FT	\$ 12.00	\$ 1,440.00

IF THIS INFORMATION IS NOT SUBMITTED WITH THE SEALED BID AT THE TIME OF BID, THE BID WILL BE CONSIDERED INCOMPLETE.

27. <u>26.</u>	Remove and Replace Existing 12" Culvert with End Section	373	FT	\$ 40.00	\$ 14,920.00
28. <u>27.</u>	Remove Tree 6" – 12" DBH	3	EA	\$ 450.00	\$ 1,350.00
29. <u>28.</u>	Remove Tree Greater Than 12" DBH	1	EA	\$ 2,500.00	\$ 2,500.00
30. <u>29.</u>	Remove and Replace Existing 18" Culvert with End Section	40	FT	\$ 80.00	\$ 3,200.00
31. <u>30.</u>	Connect to Existing Water Main	49 <u>18</u>	EA	\$ 9,000.00	\$ 162,000.00
32. <u>31.</u>	Proposed Fire Hydrant Assembly with Temporary Connection	1	EA	\$ 7,600.00	\$ 7,600.00
33. <u>32.</u>	Connect Fire Hydrant to Main	1	EA	\$ 5,000.00	\$ 5,000.00
34. <u>33.</u>	Proposed Fire Hydrant Assembly	57 <u>43</u>	EA	\$ 6,600.00	\$ 283,800.00
35. <u>34.</u>	Remove and Replace Drainage Structure	6	EA	\$ 2,400.00	\$ 14,400.00
36. <u>35.</u>	Proposed 12" Water Main by Open Cut – PVC	3,649	FT	\$ 85.00	\$ 310,165.00
37. <u>36.</u>	Proposed 8" Water Main by Open Cut – PVC	19,549 <u>15,580</u>	FT	\$ 81.00	\$ 1,261,980.00
38. <u>37.</u>	Proposed 6" Water Main by Open Cut – PVC	185 <u>175</u>	FT	\$ 65.00	\$ 11,375.00
39. <u>38.</u>	Proposed 8" Water Main by Bore & Jack – PVC	548 <u>495</u>	FT	\$ 225.00	\$ 111,375.00
40. <u>39.</u>	Proposed 12" Gate Valve and Well	16	EA	\$ 4,200.00	\$ 67,200.00
41. <u>40.</u>	Proposed 8" Gate Valve and Well	54 <u>31</u>	EA	\$ 3,000.00	\$ 93,000.00
42. <u>41.</u>	Proposed 6" Gate Valve and Well	2	EA	\$ 2,300.00	\$ 4,600.00

IF THIS INFORMATION IS NOT SUBMITTED WITH THE SEALED BID AT THE TIME OF BID, THE BID WILL BE CONSIDERED INCOMPLETE.

Packet Pg. 78

BID ALTERNATE 1

Item No.	Item Description	Qty	Unit	From Base Bid Table Items 35 through 38 Add/Deduct	Total
1.	Proposed 12" Water Main by Open Cut – D.I.	1	LS	\$	\$
2.	Proposed 8" Water Main by Open Cut – D.I.	1	LS	\$	\$
3.	Proposed 6" Water Main by Open Cut – D.I.	1	LS	\$	\$
4.	Proposed 8" Water Main by Bore & Jack – D.I.	1	LS	\$	\$
TOTAL BID ALTERNATE 1 (ITEM NOS. 1 THROUGH 4):					\$

Add/deduct for any alternate method meeting Specification Section 1.09 (WATER MAIN, Page 3, 2.01 DUCTILE IRON PIPE AND FITTINGS) of the specification ductile iron from the Base Bid Table.

Dollars (\$ _____)

(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern).

The undersigned has read the "Method of Measurement and Basis of Payment", and acknowledges that Pages MP-1 to MP-16 are part of his proposal.

The undersigned agrees that if the foregoing Proposal shall be accepted by the OWNER, he will, within ten (10) days (Sundays and legal holidays excepted) after receiving notice of such acceptance, enter into the attached form of Agreement and will complete the Project, ready for use, at the price and within the time stated in this Proposal, and that he will furnish the OWNER satisfactory Contract Bonds and certificates of insurance coverage.

The undersigned further agrees that if the foregoing Proposal shall be accepted, he will commence work immediately after the Contract has been awarded, the Agreement executed, and he has received a Notice to Proceed and he shall complete the entire work within **166** calendar days.

The undersigned attaches hereto his Bid Security, as required by the Advertisement and Information for Bidders, and the undersigned agrees that in case he shall fail to fulfill his obligations under the foregoing Proposal and/or shall fail to furnish bonds, as specified, the OWNER may, at its option determine that the undersigned has abandoned his rights and interests in such Contract and that his Bid Security accompanying his Proposal has been forfeited to the said OWNER, but otherwise the Bid Security shall be returned to the undersigned upon the execution of the Contract and the acceptance of the bonds.

IF THIS INFORMATION IS NOT SUBMITTED WITH THE SEALED BID AT THE TIME OF BID, THE BID WILL BE CONSIDERED INCOMPLETE.

The undersigned also agrees that for each and every calendar day that he may be in default of substantial completion of the entire work, ready for use, within the time specified in this Proposal or within the time to which said time of completion may be extended for good cause shown, the OWNER will suffer a damage of Eight Hundred Dollars (\$800.00) per day, and said OWNER shall be compensated therefore at the rate as liquidated damages in accordance with Article 1-B, Liquidated Damages, of the Agreement. Shorter completion items for certain portions of the work are specified in the Detailed Specifications. Liquidated damages shall also apply to these intermediate milestones based on the amounts listed in the Detailed Specifications.

The Bidder shall acknowledge that he/she is an equal opportunity employer and that they do not discriminate against other firms due to race, age, gender or physical conditions.

In submitting this bid, it is understood that the right is reserved by the OWNER to accept any bid, to reject any or all bids, and to waive irregularities in bidding in the interest of the OWNER. The City of Burton reserves the right to make their determination of the selected bidder based on either the Base Bid or Alternate Bid.

The Bidder has completed the accompanying "Legal Status" form.

Dated and Signed at 21201 MEYER RD Oak Park MI
this the 22nd day of April, 2015.

OFFICIAL ADDRESS

21201 MEYER RD
OAK PARK MI 48237

248 547-6963
Telephone

BIDDER'S NAME

Price Excavating Co L
21201 MEYER RD Oak Park MI

By [Signature]
UCCO BAUCHERO
Title PRESIDENT / Managing Partner

IF THIS INFORMATION IS NOT SUBMITTED WITH THE SEALED BID AT THE TIME OF BID, THE BID WILL BE CONSIDERED INCOMPLETE.

**Bid Tabulation
for
Contract Documents
for the
DWRF Segment 2 Water Main Replacement
for the
City of Burton**

Bid Date: Tuesday, April 7, 20
10:30 AM, local tir

20751089

CONTRACTOR:				Verdeterre Contracting 2618 Hannan Canton, MI 48188 (734) 697-4166		Bricco Excavating Co. Inc. 21201 Meyers Road Oak Park, MI 48237 (248) 547-6963		Zito Construction Co. 8033 Fenton Road Grand Blanc, MI 48439 (810) 695-9025	
No.	Item	Qty.	Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	General Conditions and Mobilization (5% Max)	1	LS	\$ 180,000.00	\$ 180,000.00	\$ 250,000.00	\$ 250,000.00	\$ 340,000.00	\$ 340,000.00
2	Utility Exploration and Coordination (3% Max)	1	LS	\$ 48,925.00	\$ 48,925.00	\$ 150,000.00	\$ 150,000.00	\$ 200,000.00	\$ 200,000.00
3	Traffic Control and Maintenance	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 200,000.00	\$ 200,000.00	\$ 363,000.00	\$ 363,000.00
4	Audio/Video Route Survey (0.5% Max)	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 32,000.00	\$ 32,000.00
5	Silt Fence	17,450	FT	\$ 1.35	\$ 23,557.50	\$ 1.00	\$ 17,450.00	\$ 0.50	\$ 8,725.00
6	Tree Protection Fence	4,070	FT	\$ 1.95	\$ 7,936.50	\$ 1.00	\$ 4,070.00	\$ 1.00	\$ 4,070.00
7	Inlet Filter	123	EA	\$ 115.00	\$ 14,145.00	\$ 250.00	\$ 30,750.00	\$ 65.00	\$ 7,995.00
8	Filter Berm	122	EA	\$ 115.00	\$ 14,030.00	\$ 500.00	\$ 61,000.00	\$ 75.00	\$ 9,150.00
9	Remove Existing Fire Hydrant Assembly	35	EA	\$ 365.00	\$ 12,775.00	\$ 350.00	\$ 12,250.00	\$ 375.00	\$ 13,125.00
10	Cut and Cap Existing Water Main	12	EA	\$ 475.00	\$ 5,700.00	\$ 850.00	\$ 10,200.00	\$ 1,200.00	\$ 14,400.00
11	Remove Existing Gate Valve and Box	5	EA	\$ 250.00	\$ 1,250.00	\$ 45.00	\$ 225.00	\$ 800.00	\$ 4,000.00
12	Abandon Existing Gate Valve and Well	21	EA	\$ 485.00	\$ 10,185.00	\$ 350.00	\$ 7,350.00	\$ 350.00	\$ 7,350.00
13	Abandon Existing 4" or Less Water Main	2,015	FT	\$ 3.10	\$ 6,246.50	\$ 1.00	\$ 2,015.00	\$ 5.00	\$ 10,075.00
14	Abandon Existing 8" Water Main with Pressure Grout	3,000	FT	\$ 3.65	\$ 10,950.00	\$ 0.50	\$ 1,500.00	\$ 5.50	\$ 16,500.00
15	Abandon Existing 6" Water Main with Pressure Grout	13,845	FT	\$ 3.35	\$ 46,380.75	\$ 0.30	\$ 4,153.50	\$ 4.50	\$ 62,302.50
16	Remove and Replace HMA Road Pavement	19,871	SYD	\$ 36.60	\$ 727,278.60	\$ 34.00	\$ 675,614.00	\$ 43.00	\$ 854,453.00
17	Remove and Replace HMA Road Pavement – Major	5,410	SYD	\$ 53.90	\$ 291,599.00	\$ 60.00	\$ 324,600.00	\$ 55.00	\$ 297,550.00
18	Remove and Replace Gravel Road Pavement	2,200	SYD	\$ 15.40	\$ 33,880.00	\$ 14.00	\$ 30,800.00	\$ 12.00	\$ 26,400.00
19	Remove and Replace Concrete Walk	970	SFT	\$ 7.80	\$ 7,566.00	\$ 10.00	\$ 9,700.00	\$ 6.00	\$ 5,820.00
20	ADA Ramp Insert	5	EA	\$ 375.00	\$ 1,875.00	\$ 400.00	\$ 2,000.00	\$ 275.00	\$ 1,375.00
21	Remove and Replace Concrete Curb and Gutter	345	FT	\$ 48.00	\$ 16,560.00	\$ 35.00	\$ 12,075.00	\$ 27.00	\$ 9,315.00
22	Remove and Replace HMA Drive Pavement	266	SYD	\$ 39.85	\$ 10,600.10	\$ 50.00	\$ 13,300.00	\$ 42.00	\$ 11,172.00
23	Remove and Replace Gravel Drive Pavement	479	SYD	\$ 14.40	\$ 6,897.60	\$ 20.00	\$ 9,580.00	\$ 12.00	\$ 5,748.00
24	Remove and Replace Concrete Drive Pavement	132	SYD	\$ 65.50	\$ 8,646.00	\$ 65.00	\$ 8,580.00	\$ 55.00	\$ 7,260.00
25	Remove and Replace Fence	120	FT	\$ 33.20	\$ 3,984.00	\$ 12.00	\$ 1,440.00	\$ 25.00	\$ 3,000.00
26	Remove and Replace Existing 12" Culvert with End Section	373	FT	\$ 59.40	\$ 22,156.20	\$ 40.00	\$ 14,920.00	\$ 44.00	\$ 16,412.00
27	Remove Tree 6" – 12" DBH	3	EA	\$ 509.50	\$ 1,528.50	\$ 450.00	\$ 1,350.00	\$ 300.00	\$ 900.00
28	Remove Tree Greater Than 12" DBH	1	EA	\$ 2,275.00	\$ 2,275.00	\$ 2,500.00	\$ 2,500.00	\$ 1,250.00	\$ 1,250.00
29	Remove and Replace Existing 18" Culvert with End Section	40	FT	\$ 65.50	\$ 2,620.00	\$ 80.00	\$ 3,200.00	\$ 58.00	\$ 2,320.00

Attachment: DWRF Segment 2 Water Main Replacement Bid Tab (1500 : Drinking Water Revolving Fund

CONTRACTOR:				Verdeterre Contracting 2618 Hannan Canton, MI 48188 (734) 697-4166		Bricco Excavating Co. Inc. 21201 Meyers Road Oak Park, MI 48237 (248) 547-6963		Zito Construction Co. 8033 Fenton Road Grand Blanc, MI 48439 (810) 695-9025	
No.	Item	Qty.	Units	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
30	Connect to Existing Water Main	19	EA	\$ 3,850.00	\$ 73,150.00	\$ 9,000.00	\$ 171,000.00	\$ 4,000.00	\$ 76,000.00
31	Proposed Fire Hydrant Assembly with Temporary Connection	1	EA	\$ 5,432.00	\$ 5,432.00	\$ 7,600.00	\$ 7,600.00	\$ 5,000.00	\$ 5,000.00
32	Connect Fire Hydrant to Main	1	EA	\$ 3,650.00	\$ 3,650.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00
33	Proposed Fire Hydrant Assembly	57	EA	\$ 3,800.00	\$ 216,600.00	\$ 6,600.00	\$ 376,200.00	\$ 4,200.00	\$ 239,400.00
34	Remove and Replace Drainage Structure	6	EA	\$ 3,110.00	\$ 18,660.00	\$ 2,400.00	\$ 14,400.00	\$ 1,800.00	\$ 10,800.00
35	Proposed 12" Water Main by Open Cut – PVC	3,649	FT	\$ 61.25	\$ 223,501.25	\$ 85.00	\$ 310,165.00	\$ 144.00	\$ 525,456.00
36	Proposed 8" Water Main by Open Cut – PVC	19,549	FT	\$ 48.50	\$ 948,126.50	\$ 81.00	\$ 1,583,469.00	\$ 110.00	\$ 2,150,390.00
37	Proposed 6" Water Main by Open Cut – PVC	185	FT	\$ 125.00	\$ 23,125.00	\$ 65.00	\$ 12,025.00	\$ 65.00	\$ 12,025.00
38	Proposed 8" Water Main by Bore & Jack – PVC	548	FT	\$ 205.00	\$ 112,340.00	\$ 225.00	\$ 123,300.00	\$ 425.00	\$ 232,900.00
39	Proposed 12" Gate Valve and Well	16	EA	\$ 5,170.00	\$ 82,720.00	\$ 4,200.00	\$ 67,200.00	\$ 10,000.00	\$ 160,000.00
40	Proposed 8" Gate Valve and Well	51	EA	\$ 3,715.00	\$ 189,465.00	\$ 3,000.00	\$ 153,000.00	\$ 4,500.00	\$ 229,500.00
41	Proposed 6" Gate Valve and Well	2	EA	\$ 3,130.00	\$ 6,260.00	\$ 2,300.00	\$ 4,600.00	\$ 4,300.00	\$ 8,600.00
42	Proposed 8" Gate Valve and Box	17	EA	\$ 1,880.00	\$ 31,960.00	\$ 1,000.00	\$ 17,000.00	\$ 2,000.00	\$ 34,000.00
43	Proposed 6" Tapping Sleeve, Gate Valve and Well	6	EA	\$ 7,000.00	\$ 42,000.00	\$ 5,400.00	\$ 32,400.00	\$ 7,500.00	\$ 45,000.00
44	Proposed 8" Tapping Sleeve, Gate Valve and Well	4	EA	\$ 7,550.00	\$ 30,200.00	\$ 9,000.00	\$ 36,000.00	\$ 8,500.00	\$ 34,000.00
45	Proposed 1" Water Service Lead Replacement with Stop Box, Short	141	EA	\$ 1,025.00	\$ 144,525.00	\$ 1,000.00	\$ 141,000.00	\$ 1,446.00	\$ 203,886.00
46	Proposed 1" Water Service Lead Replacement with Stop Box, Long	179	EA	\$ 1,350.00	\$ 241,650.00	\$ 1,800.00	\$ 322,200.00	\$ 1,985.00	\$ 355,315.00
47	Proposed 2" Commercial Water Service Lead Replacement with Stop Box	27	EA	\$ 2,855.00	\$ 77,085.00	\$ 1,300.00	\$ 35,100.00	\$ 3,000.00	\$ 81,000.00
48	Restoration	1	LS	\$ 80,000.00	\$ 80,000.00	\$ 200,000.00	\$ 200,000.00	\$ 65,000.00	\$ 65,000.00
49	Proposed Undercut	1,000	CYD	\$ 53.50	\$ 53,500.00	\$ 40.00	\$ 40,000.00	\$ 75.00	\$ 75,000.00
50	Non-Participating Plumbing Connection Allowance	20	EA	\$ 3,000.00	\$ 60,000.00	\$ 3,000.00	\$ 60,000.00	\$ 3,000.00	\$ 60,000.00
TOTAL BID PRICE (ITEM NOS. 1 THROUGH 50):					\$ 4,228,497.00		\$ 5,582,281.50		\$ 6,942,939.00



ADOPTED

RESOLUTION (ID # 1570)

DOC ID: 1570

Approve and Authorize the Mayor and City Clerk to amend the existing design contract with Stantec Consulting Michigan Inc., of Ann Arbor, MI, to include construction services for DWRf Segment 2 construction at a cost not to exceed \$352,000.

ATTACHMENTS:

- pro_mayor_dwrf_segment 2_construction_final_20150416final (PDF)

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Duane Haskins, Vice-President
SECONDER:	Steven Heffner, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Hatfield
EXCUSED:	Ellen Ellenburg



Stantec Consulting Michigan Inc.
 3754 Ranchero Drive
 Ann Arbor MI 48108-2771
 Tel: (734) 761-1010
 Fax: (734) 761-1200

April 16, 2015
 File: 207580004

Attention: Honorable Paula Zelenko

Mayor of City of Burton
 4303 S. Center Road
 Burton, Michigan 48519

Dear Mayor Zelenko,

**Reference: Proposal for Professional Engineering Services
 Segment 2 DWRP Water System Construction Services**

Stantec Consulting Michigan Inc. (Stantec) is pleased to offer the following proposal to the City of Burton (City) for professional engineering services for the above referenced project.

BACKGROUND

Stantec met MDEQ's milestone schedule, the design of the segment 2 part of the DWRP project plan is complete. The project was advertised on March 6, 2015 and bids were received on April 8, 2015. The construction contract is expected to be executed in the early summer.

Stantec understands that this new project will involve construction services for the replacement of existing 6-inch to 12-inch water mains located within the Segment 2 project area, along with restoration to the Bituminous and Gravel roads within the project limits. The total approximate footage of water main to be replaced as part of this project is 19,900 feet.

SCOPE OF SERVICES

Pursuant to providing engineering services that incorporate Stantec's project understanding, Stantec has developed the following project approach to meet the project goals and deliverables. We propose to provide the following scope of services:

Task 1: Pre-Construction Services and Shop Drawing Review:

- Review insurance and bonds submitted by the Contractor and finalize the contract.
- Coordinate and facilitate a preconstruction meeting with the Contractor.
- Review shop drawings for all materials for general conformance with contract documents.

Task 2: Survey Construction Layout:

- Provide survey construction staking. Stantec will be responsible for offset staking of the centerline of the proposed water main at 50-foot intervals and including offsets for horizontal and vertical bends, valves and hydrants.
- Provide the Contractor and the City with a cut sheet for all water main alignments.



April 16, 2014
Honorable Paula Zelenko
Page 2 of 4

**Reference: Proposal for Professional Engineering Services
Segment 2 DWRf Water System Construction Services**

Task 3: Construction Administration:

- Respond to Requests for Information from the Contractor if necessary.
- Coordinate with the City DPW personnel.
- Perform field interviews with the Contractor's staff, and review certified payrolls for compliance with field interviews and Davis Bacon Wage Rate requirements (as required by DWRf).
- Process pay applications and make recommendations to the City for payment to the Contractor.
- Provide correspondence throughout the project including shop drawing letters, punch-list letters, field orders, bulletins, change orders and any other correspondence related to administration of the project.
- Attend weekly field meetings and monthly project progress meetings.

Task 4: Construction Observation:

- Perform full time inspection of distribution system improvements.
- Perform part time inspection of restoration activities.
- Attend to residents' concerns and complaints during construction operations.
- Perform part time inspection of the PRV and related instrumentation and control.

Task 5: Punch-list and Close-out:

- Prepare punch list and provide follow up site inspections with the Contractor until all items are complete.
- Prepare and submit to the City all daily inspection reports.
- Prepare field measured record drawings in hard copy and electronic format per the City's standards.

SIGNIFICANT ASSUMPTIONS

- Material construction testing will be completed by the Contractor.
- Stantec's employees are local to Burton's geographic area. Therefore, no charge for travel time or mileage was included in the above scope.

PROJECT BUDGET

We propose to undertake the work outlined above for a not-to-exceed fee of \$352,000. Please note this fee is subject to inclusion in the DWRf Funding and the City would be reimbursed by MDEQ after the invoices are paid by the City.



April 16, 2014
Honorable Paula Zelenko
Page 3 of 4

**Reference: Proposal for Professional Engineering Services
Segment 2 DWRF Water System Construction Services**

The following is a breakdown of our fees:

Contract Administration Services	\$ 75,000
Construction Inspection	\$ 233,000
Construction Staking	\$ 32,000
Project As-Builts and Closeout	\$ 12,000

PROJECT SCHEDULE

Please note that the project schedule will assume construction will begin in August 2015 and will be substantially completed by December 1, 2015. The contractor will complete final restoration and closeout from April 1 – May 15, 2016.

Please note that this work will be conducted as an amendment to our existing Segment 1, DWRF design task which falls under the General Engineering Services Agreement previously executed between the City of Burton and Stantec Consulting Michigan Inc.

If the above proposal meets your approval, please sign this letter and return a copy to our office. We take pride in providing the City with quality engineering services and look forward to continuing our services for years to come.

Regards,

STANTEC CONSULTING MICHIGAN INC.

Dima El-Gamal, PhD, PE, LEED® AP
Associate
Phone: (734) 214-2516
Fax: (734) 761-1200
dima.el-gamal@stantec.com

c. File

STANTEC CONSULTING MICHIGAN INC.

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brian.simons@stantec.com



April 16, 2014
Honorable Paula Zelenko
Page 4 of 4

**Reference: Proposal for Professional Engineering Services
Segment 2 DWRf Water System Construction Services**

ACKNOWLEDGED AND ACCEPTED:

CITY OF BURTON

Name of Signer:

Title of Signer:

_____, 2015

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Attachment: pro_mayor_dwrf_segment 2_construction_final_20150416final (1570 : DWRf Contract Amendment)



ADOPTED

RESOLUTION (ID # 1571)

DOC ID: 1571

Approve and authorize that the Director of Public Works, a position currently held by Robert Slattery, is designated as the authorized representative for all activities associated with the water systems improvement plan.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Steven Hatfield, Councilman
SECONDER:	Duane Haskins, Vice-President
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Hatfield
EXCUSED:	Ellen Ellenburg



ADOPTED

RESOLUTION (ID # 1572)

DOC ID: 1572

Approve and authorize that the Director of Public Works, a position currently held by Robert Slattery, is designated as the authorized representative for all activities associated with the State Revolving Fund for sewer projects.

RESULT:	CARRIED [UNANIMOUS]
MOVER:	Steven Hatfield, Councilman
SECONDER:	Steven Heffner, Councilman
AYES:	Martinbianco, Haskins, O'Keefe, Heffner, Smith, Hatfield
EXCUSED:	Ellen Ellenburg