



CITY OF BURTON
BURTON CITY COUNCIL MEETING
NOVEMBER 5, 2020
MINUTES

Council Chambers

Regular Meeting

7:00 PM

4303 S. CENTER ROAD
BURTON, MI 48519

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

A. MEETING INFORMATION

Burton City Council
Hosted by Racheal Boggs

<https://cityofburton.my.webex.com/cityofburton.my/j.php?MTID=m27bd175d40e8942d2891a5f2ef975d92>

Thursday, Nov 5, 2020 7:00 pm | 2 hours | (UTC-05:00) Eastern Time (US & Canada)

Meeting number: 126 239 5907

Password: BCC2020 (2222020 from phones and video systems)
e8a2a4a1fdb9424e80dd56d10bed0e8b

Join by video system

Dial 1262395907@webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-415-655-0001 US Toll

Access code: 126 239 5907

B. INVOCATION LED BY: VAUGHN SMITH

C. THE PLEDGE OF ALLEGIANCE IS LED BY: VAUGHN SMITH

D. ROLL CALL

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

E. STAFF PRESENT

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

Matt Stanley, IT Department

F. APPROVAL OF MINUTES

None.

G. ADMINISTRATIVE REPORTS

Mayor Haskins stated we have Attorney Leadford with us here tonight. He is requesting an executive session under section 8-C. He did respectfully request he be put on the front side due to a prior engagement. Next, I would like to talk about the election. I would like to commend our Clerk's Office for doing an outstanding job with the Election on Tuesday. I would like to share with you a quick story. We had a challenger come in to observe the absentee counting process. She came up to me and said she just wanted to let me know she didn't know what to expect but, she came in and was treated with kindness and respect. She said she was suppose to give a report every few hours and did not need to because our election was so well run. That speaks volumes and I would like to applaud our Clerk, her team, and all the election workers. Veterans Day on November 11th at 11:11 am we will be having our veterans service at our Veteran's Memorial Park. Thanks to the hard work of Councilman Smith, Mr. Welch, and State Representative Sneller a bill was passed through the state to rename a portion of I-69, between Center and Belsay Roads in the City of Burton, as the Bataan and Corridor Veterans Memorial Highway. We have officially announced our Christmas Light Decorating Contest. We already have a lot of applicants and look forward to the light it will bring to the community. The Police Department has kicked off their no shave November. They will be raising money for cancer research. They do have a website with lots of different ways to get involved. The Fire Department will also be raising money for the Salvation Army. They will be doing a pop bottle drive. At the last meeting Mr. O'Keefe had asked about the tracking of tax revenue, we are up a half percent from last year.

1. October 2020 Investment Report
2. Motion to go into closed session under section 8C of the Open Meetings Act.

Council went into closed session at 7:15 PM.

Council returned from closed session at 8:10 PM

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

H. COMMITTEE REPORTS

Mrs. Conley stated if anyone would like to help set up for the Veteran's Memorial Service, we will be up there on Monday.

Mr. Heffner thanked Mrs. Conley for all her hard work.

Mr. Wells stated in regards to the Energy Reduction Committee, I spoke to Jim Lamureto. He sent me an update via email. I shared that with the Clerk and she will share it out with everyone.

1. Motion to add to agenda: Approve the Memorandum of Understanding with AFSCME Local 1918.09.

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

I. AUDIENCE PARTICIPATION

Public comment may be sent to: publiccomment@burtonmi.gov Comments received prior to the meeting will be read into the record.

None.

J. COUNCIL DISCUSSION

Mr. Wells stated he would like to congratulate Judge Jessica Hammon. He would also like to congratulate the members of the Atherton, Bendle, and Bentley School Boards, Tim Sneller on State Representative, and Ellen Ellenburg on County Commissioner.

K. COUNCIL ACTION

1. Approve and authorize the payment of Attorney Billing (Doyle) 10/14/20 to 10/27/20 in the amount of \$3,414.00.

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

2. Approve and authorize the request for a Residential Sanitary Water & Sewer Installer's License for M.J. Ryan Excavating, Inc., 2289 Fenton Road, Holly, Michigan 48442.

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

3. Approve and authorize the Mayor and City Clerk to execute a contract with HMC LLC, 4755 Rochester Road, Troy, MI, 48085, for sanitary sewer repair work at 1215 and 1223 Sunnysdale (Project No. 20-002-SS) in accordance with their low responsive sealed bid of \$46,690.00.

Mr. Wells stated he hates to see our tax dollars go to a business not in Genesee County.

Mr. Heffner stated he agrees.

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

4. Approve and authorize the 2020-2023 MAFF Contract Agreement.

RESULT:	CARRIED [6 TO 1]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Danny Wells, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Conley
NAYS:	O'Keefe

5. Approve the Memorandum of Understanding with AFSCME Local 1918.09.

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

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

Meeting was adjourned at 8:20 PM.



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

Meeting: 11/05/20 07:00 PM
Department: Treasurer Office
Category: Report
Prepared By: Alice Bryce
Department Head: Alice Bryce

G.1

SCHEDULED

AGENDA ITEM (ID # 4910)

DOC ID: 4910

October 2020 Investment Report

ATTACHMENTS:

- Oct 2020 Investment Report (PDF)

**CITY OF BURTON
POOLED CASH INVESTMENT REPORT**

REPORT DATE: 10/14/20

AGENT	COMM PAPER 1	COMM PAPER 2	SPLIT RATING	CERT DEPOSIT	MONEY MKT	TREASURY BILLS
CHASE	\$0.00	\$0.00	\$0.00	\$0.00	\$817,190.92	\$0.00
COMERICA	\$0.00	\$0.00	\$0.00	\$3,696,116.05	\$0.00	\$6,761,271.41
CUTWATER	\$0.00	\$0.00	\$0.00	\$0.00	\$9,244,001.64	\$0.00
ELGA CREDIT UNION	\$0.00	\$0.00	\$0.00	\$0.00	\$3,836,280.01	\$0.00
FLAGSTAR	\$0.00	\$0.00	\$0.00	\$270,521.12	\$532,115.53	\$0.00
FRANKENMUTH CREDIT U	\$0.00	\$0.00	\$0.00	\$420,686.25	\$0.00	\$0.00
HUNTINGTON BANK	\$0.00	\$0.00	\$0.00	\$0.00	\$4,873,542.48	\$0.00
MULTI BANK SECURITIES	\$0.00	\$0.00	\$0.00	\$3,110,000.00	\$0.00	\$2,329,653.61
TOTALS:	\$0.00	\$0.00	\$0.00	\$7,497,323.42	\$19,303,130.58	\$9,090,925.02

GRAND TOTAL: \$35,891,379.02

50% RULE (NON COMM PAPER - COMM PAPER) : \$35,891,379.02

AVERAGE INTEREST : 1.8548

Attachment: Oct 2020 Investment Report (4910 : October 2020 Investment Report)

REPORT DATE: 10/14/20

Purchase Amount		Institution Name	Agent	Rate	Days	Date Pur.	Date Due	Interest Due	Daily Int.	CUSIP
\$500,000.00	M-1	JP Morgan Chase - Pooled	CO - CD	2.4	365	10/16/19	10/16/20	\$12,166.67	\$33.33	48128LCQ0
\$3,836,280.01	M-3	ELGA CU - Sewer	ELGA - M	0.55	90	08/01/20	10/30/20	\$5,274.89	\$58.61	
\$532,115.53	M-3	Flagstar - Pooled	FLAG - M	0.15	90	08/01/20	10/30/20	\$199.54	\$2.22	
\$2,627,840.70	M-3	MI Class - Sewer Savings	CUT - MM	0.1105	90	08/01/20	10/30/20	\$725.94	\$8.07	
\$6,512,763.85	M-3	MI Class - Pooled	CUT - MM	0.1105	90	08/01/20	10/30/20	\$1,799.15	\$19.99	
\$817,190.92	M-3	Chase Earnings Credit	CHS - MM	0.049	90	08/01/20	10/30/20	\$100.11	\$1.11	
\$461,735.10	M-3	Huntington SP Assessment E	HUNT - M	0.049	90	08/01/20	10/30/20	\$56.56	\$0.63	
\$4,411,807.38	M-3	Huntington Earnings Credit	HUNT - M	0.049	90	08/01/20	10/30/20	\$540.45	\$6.00	
\$103,397.09	M-3	MI Class - Fire Cap Proj	CUT - MM	0.1105	90	08/01/20	10/30/20	\$28.56	\$0.32	
\$500,000.00	M-1	JP Morgan Chase - Pooled	CO - CD	3.25	365	11/29/19	11/28/20	\$16,475.69	\$45.14	48128LKF5
\$270,521.12	M-1	Flagstar Bank - Local Streets	FLAG - C	1.65	365	12/11/19	12/10/20	\$4,525.59	\$12.40	
\$420,686.25	M-1	FRANKENMUTH C/U SEWE	FCU - CD	2.47	1096	03/12/18	03/12/21	\$31,634.67	\$28.86	
\$250,000.00	M-1	Wells Fargo 5yr Pool	MBS - CD	1.75	1826	06/17/16	06/17/21	\$22,190.97	\$12.15	9497485W3
\$250,000.00	M-1	WELLS FARGO BK - SWR	MBS - CD	3.5	1834	12/20/18	12/28/23	\$44,576.39	\$24.31	949763WAO
\$250,000.00	M-3	Wells Fargo - Pooled	MBS - CD	3.1	1825	02/13/19	02/12/24	\$39,288.19	\$21.53	949763XQ4
\$250,000.00	M-1	Wells Fargo - Pooled	CO - CD	3.1	1826	02/13/19	02/13/24	\$39,309.72	\$21.53	949763XQ4
\$158,124.71	M-2	Great Lakes Water Bonds - P	CO - TB	4.27	1564	03/20/20	07/01/24	\$29,333.36	\$18.76	39081HAA0
\$500,000.00	M-1	JP Morgan Chase CD - Poole	CO - CD	0.35	1461	10/14/20	10/14/24	\$7,102.08	\$4.86	48128UPS2
\$515,000.00	M-1	JP Morgan Chase - Pooled	MBS - CD	1	1825	06/12/20	06/11/25	\$26,107.64	\$14.31	48128UDX4
\$505,000.00	M-1	JP Morgan Chase - Sewer	MBS - CD	1	1825	06/12/20	06/11/25	\$25,600.69	\$14.03	48128UDX4
\$537,116.05	M-1	JP Morgan Chase - Pooled	CO - CD	1	1750	09/24/20	07/10/25	\$26,109.81	\$14.92	48128UGD5
\$500,000.00	M-1	First Natl Bank - Pooled	MBS - CD	0.4	1808	10/13/20	09/25/25	\$10,044.44	\$5.56	32110YQS7
\$350,294.00	M-1	Wyandotte MI Elec Rev - Pool	CO - TB	4	1829	09/28/20	10/01/25	\$71,187.53	\$38.92	982788FF3
\$274,000.00	M-1	JP Morgan Chase Step - SW	CO - CD	1.1	2191	08/18/20	08/18/26	\$18,343.54	\$8.37	48128UKL2
\$329,653.61	T-1	FNMA - SWR	MBS - TB	0.5	2191	08/26/20	08/26/26	\$10,346.39	\$4.72	3136G4K93
\$344,689.58	M-2	Schoolcraft College - Pooled	CO - TB	2.67	2598	03/20/20	05/01/27	\$66,416.51	\$25.56	807874BS0
\$1,548,223.13	M-1	Wayne County Airport Auth -	CO - TB	1.9075	2681	07/29/20	12/01/27	\$219,934.02	\$82.03	944514XP8

Attachment: Oct 2020 Investment Report (4910 : October 2020 Investment Report)

REPORT DATE: 10/14/20

Purchase Amount		Institution Name	Agent	Rate	Days	Date Pur.	Date Due	Interest Due	Daily Int.	CUSIP
\$2,000,000.00	M-1	FFCB - Pooled	MBS - TB	1.05	2922	06/22/20	06/22/28	\$170,450.00	\$58.33	3133ELM35
\$635,000.00	M-1	JP Morgan Chase - Sewer	CO - CD	1.6	3106	05/29/20	11/29/28	\$87,658.22	\$28.22	48128UDK2
\$500,000.00	M-1	JP Morgan Chase Bank - Pool	CO - CD	2.1	3653	02/14/20	02/14/30	\$106,545.83	\$29.17	48128LF87
\$340,000.00	M-1	First Natl Bank - Sewer	MBS - CD	1.5	3650	03/27/20	03/25/30	\$51,708.33	\$14.17	32110YPPF6
\$250,000.00	M-2	Kent MI Hosp Fin Auth - Sewe	CO - TB	2.78	3798	02/20/20	07/15/30	\$73,322.50	\$19.31	490580ES2
\$526,349.22	M-2	Wayne State Univ Bonds Pool	CO - TB	2.84	3713	09/15/20	11/15/30	\$154,175.29	\$41.52	946303E42
\$1,824,445.61	M-2	Northern MI Univ Bonds - Poo	CO - TB	4.31	4263	03/30/20	12/01/31	\$931,152.95	\$218.43	665398LU5
\$500,000.00	M-1	JP Morgan Chase - Pooled	MBS - CD	2.3	4368	01/15/20	12/31/31	\$139,533.33	\$31.94	48128LWK1
\$263,231.57	M-2	Eastern MI Univ Bonds - Pool	CO - TB	2.84	4354	03/30/20	03/01/32	\$90,415.36	\$20.77	276731ZP4
\$305,677.85	M-1	Coldwater Electric Utility Bond	CO - TB	3.71	7184	06/01/20	02/01/40	\$226,308.94	\$31.50	193126HL6
\$18,073.75	M-1	Coldwater Electric Utility Bond	CO - TB	3.24	7184	06/01/20	02/01/40	\$11,685.76	\$1.63	193126HL6
\$422,161.99	M-2	Romeo MI Comm Sch - Poole	CO - TB	2.31	8067	03/30/20	05/01/42	\$218,524.77	\$27.09	776134QB7
\$750,000.00	M-2	Port Huron GO Bond - Pooled	CO - TB	3.017	9049	05/22/20	03/01/45	\$568,767.35	\$62.85	734336WP1
\$35,891,379.02								\$3,559,667.73	\$1,113.17	

Attachment: Oct 2020 Investment Report (4910 : October 2020 Investment Report)



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

Meeting: 11/05/20 07:00 PM
Department: Clerk's Office
Category: Attorney Billing
Prepared By: Racheal Boggs
Department Head: Racheal Boggs

K.1

ADOPTED

AGENDA ITEM (ID # 4925)

DOC ID: 4925

Approve and authorize the payment of Attorney Billing (Doyle) 10/14/20 to 10/27/20 in the amount of \$3,414.00.

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



ADOPTED

AGENDA ITEM (ID # 4926)

DOC ID: 4926

Approve and authorize the request for a Residential Sanitary Water & Sewer Installer's License for M.J. Ryan Excavating, Inc., 2289 Fenton Road, Holly, Michigan 48442.

ATTACHMENTS:

- M.J. Ryan Water & Sewer Installer app (PDF)

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



City of Burton
4303 S. Center Rd.
Burton, MI 48519
www.burtonmi.gov

Application for Sewer & Water Installer License

Date: 10/27/2020 License Expiration: _____

Name of Applicant: Michael Ryan

Applicant Address: 2289 S. Fenton Road, Holly MI 48442

Phone Number: (248) 249-8106 Email: mjryanexc@gmail.com

Name of Business: M. J. Ryan Excavating, Inc.

Business Address: 2289 S. Fenton Road, Holly MI 48442

Phone Number: (248) 634-8009 Plumbing License #: _____

LICENSE FEES	Amount	Proration	PAID
1. Sewer Installer Expires - March 31, _____	\$100.00		☐
2. Water Installer Expires - March 31, _____	\$100.00		☐

- Applicant must file a Performance Bond in the Amount of \$10,000.
- Applicant must maintain insurance against liability in the amounts of \$100,000 for injury to one person and \$300,000 per occurrence, and against liability for property damage in the amount of \$100,000.
- Each contractor shall maintain Workman's Compensation insurance covering all employees.

The undersigned hereby specifically agrees that any approval granted for license received after said approval is subject to revocation at any time by the Burton City Council, and that there shall be no liability on the part of the Burton City Council of the City of Burton, or any officers, members or employees of said units, because of any revocations and the granting of such approval of license does not create a vested right.

The undersigned hereby specifically agrees to abide by all provisions of Burton City Ordinance #112, adopted 8-4-69, effective 9-15-69, and all City Ordinances and Resolutions of the Burton City Council now in force or hereinafter adopted.

I, Michael Ryan (applicant) being duly sworn, state that I have read the foregoing application and exhibits therein contained and attached, by me subscribe and knowingly made the foregoing answers, statements, and representations therein contained and that said statement representations are true.

THIS APPLICATION MUST BE SIGNED BEFORE A NOTARY: _____

MJ Ryan
Signature of Applicant

Subscribed and sworn before me a Notary Public in and for the County of GENESEE, State of Michigan this 27th day of OCT., 2020.



City of Burton
4303 S. Center Rd.
Burton, MI 48519
www.burtonmi.gov

Notary Public

Commission Expires

02/01/2022

SHAWN RESZCZYK
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires Feb. 1, 2022
Acting in the County of GENESEE

Attachment: M.J. Ryan Water & Sewer Installer app (4926 : Residential Sanitary Water & Sewer Installer's License)



MJRYANE-01

MWALKER

K.2.a

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hartland Insurance Agency, Inc. PO Box 129 Hartland, MI 48353	CONTACT NAME: David Walker	
	PHONE (A/C, No, Ext): (810) 632-5161 201	FAX (A/C, No): (810) 632-6775
	E-MAIL ADDRESS: davidwalker@hartlandinsurance.com	
INSURED MJ Ryan Excavating Inc. 2289 S. Fenton Road Holly, MI 48442	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Hastings Mutual Insurance Co.	NAIC # 14176
	INSURER B : Accident Fund Company	12305
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			CPP9982044	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ACV9982045	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV6123983	3/1/2020	3/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Leased/Rented Equip			CPP9982044	3/1/2020	3/1/2021	Limit 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Burton 4303 S Center Rd Burton, MI 48519	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Sewer Digger City of Burton

bond with bond number 65273777

for Mj Ryan Excavating Inc.

as Principal in the penalty amount not to exceed: \$ 10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 28th day of October, 2020.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

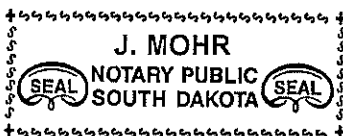
Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 28th day of October, 2020, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021

J. Mohr

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

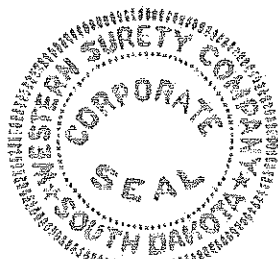


BOND NO. 65273777SEWER DIGGER'S BOND

KNOWN ALL MEN BY THESE PRESENTS: That We, Mj Ryan Excavating Inc.
 _____ of the City,
 Township or Village of Holly, State of Michigan,
 hereinafter called the Principal and WESTERN SURETY COMPANY,
 hereinafter called the Surety, a corporation organized under the laws of the State of _____
South Dakota, with its home office in the City of Sioux Falls,
 in the said state are held and firmly bound unto the City of Burton, a Municipal Corporation of
 the State of Michigan, hereinafter called the Obligee, in the sum of Ten Thousand and no/100ths
 Dollars (\$10,000.00), lawful money of the United States of America; for the payment whereof to
 the Obligee, the Principal/Principals bind (s) himself/themselves, his/their heirs, executors,
 administrator, successors and assigns, and the surety binds itself, its successors and assigns,
 jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the above named
 Principal is about to engage in the business of tapping and making connections with sewers and
 other service pipes and excavating for that purpose within the streets, lanes and alleys of the
 City of Burton in accordance with the provisions of Ordinance No. 56 as amended, entitled, "An
 Ordinance providing for the operation of Public Sewers and Sewer Systems within the City of
 Burton, connections thereto and use thereof; Providing penalties for violations, and providing for
 other related matters." Adopted August 4, 1969, and has made application for a license therefore
 as provided in said ordinance during the period between ~~April 1st~~ ^{October 28th} 2020, and March 31,
 2021. Therefore, if the above named Principal shall well and faithfully comply
 with all the provisions of said ordinance and those of all other ordinances of the City of Burton
 relative to said business and shall save and keep harmless the said City of Burton from any and
 all claims or suits for damages resulting from any violation thereof by him or his employees in
 case such license is issued, then this obligation to be void; otherwise to remain in full force and
 effect.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 28th
 day of October A.D., 2020.



(Power of Attorney with
 seal thereon, must be
 attached)

Mj Ryan Excavating Inc.

Principal

BY: Michael Ryan

WESTERN SURETY COMPANY
 Surety

BY: Paul T. Bruflat
 (Attorney-in-fact)

Paul T. Bruflat, Vice President

CITY OF BURTON

Receipt: 110680073

11/02/20

4303 S. CENTER RD.
BURTON, MI 48519

Cashier: BRYCEA

Received Of: MJ RYAN EXCAVATING

810-743-1500

WWW.BURTONMI.GOV

The sum of: 200.00

LICENSE WATER AND SEWER INSTALLE

200.00

1001-0000-450.0000

200.00

Total

200.00

CREDIT CARD

76ab5d8a-af6b-4e6f-806f-11

200.00

Credit Card Fee

76ab5d8a-af6b-4e6f-806f-11

5.90

Signed: _____



ADOPTED

AGENDA ITEM (ID # 4913)

DOC ID: 4913

Approve and authorize the Mayor and City Clerk to execute a contract with HMC LLC, 4755 Rochester Road, Troy, MI, 48085, for sanitary sewer repair work at 1215 and 1223 Sunnydale (Project No. 20-002-SS) in accordance with their low responsive sealed bid of \$46,690.00.

COMMENTS - Current Meeting:

Mr. Wells stated he hates to see our tax dollars go to a business not in Genesee County.

Mr. Heffner stated he agrees.

ATTACHMENTS:

- 2020 Sunnydale bidtab (XLS)
- Sunnydale (DOC)

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

BID TABULATION

City of Burton

Department of Public Works

Project:

2020 SANITARY REPAIRS (1215 and 1223 Sunnydale)

Bid opening at:

Council Chambers/Virtual (Webex)

Date & Time:

Oct. 27, 2020 10:00 A.M.

Bidder Name & Address		Waldorf & Sons 9118 N. Dort Highway Mt. Morris, MI 48458	HMC LLC 4755 Rochester Road Troy, MI 48085			
TOTAL		\$56,744.00	\$46,690.00			
5% Bid Bond		yes	yes			
Signed Bid		yes	yes			
Ranking		2	1			

Present:

Rik Hayman

Peter Wingblad

CITY OF BURTON, MICHIGAN

**SUNNYDALE
SANITARY REPAIR**

1215 & 1223 SUNNYDALE

**DPW PROJECT #
20-002-SS**

DUANE HASKINS, MAYOR

SPECIFICATIONS AND CONTRACT DOCUMENTS

Prepared By:

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

Attachment: Sunnydale (4913 : 2020 Sanitary Repairs (1215/1223 Sunnydale))

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ADVERTISEMENT

Sunnydale Sanitary Repairs

RECEIPT OF PROPOSALS

Sealed bids for Sunnydale Sanitary Repairs are invited and will be received by the City of Burton, a Michigan Governmental Corporation (hereinafter referred to as the Owner), at the Burton City Hall, 4303 S. Center Rd., Burton, Michigan, not later than **10:00 a.m.** local time on the 27th day of October, 2020. Immediately thereafter all bids received will be publicly opened and total prices read aloud in the Council Chambers. Alternatively, the bid opening may be held via virtual electronic means should the City of Burton's and/or the State of Michigan's Emergency Orders regarding the COVID-19 pandemic so require. If City Hall remains closed to the public, information regarding accessing a virtual bid opening will be posted at Burton City Hall and on the City's website www.burtonmi.gov.

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

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

GENERAL DESCRIPTION OF WORK

Remove and replace a minimum of ten (10) feet of 8" sanitary main, "tee" and service lead for 1215 and 1223 Sunnydale. The repair is approximately twenty (20) feet deep and may require dewatering. Proposed work consists of but is not limited to removing replacing pavement, removing and replacing 8" sanitary main, removing and replacing service lead, bypass pumping, grading and compacting aggregate, and controlling traffic.

OBTAINING CONTRACT DOCUMENTS

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

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

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

AD-1

Attachment: Sunnydale (4913 : 2020 Sanitary Repairs (1215/1223 Sunnydale))

PROPOSAL GUARANTEE

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

SUBMITTING PROPOSAL

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

ACCEPTANCE OF PROPOSAL

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

WITHDRAWAL OF PROPOSAL:

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

INSTRUCTIONS TO BIDDERS

SPECIFICATIONS FOR CONSTRUCTION

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

INCIDENTAL ITEMS OF CONSTRUCTION

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

PREPARATION OF PROPOSAL

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

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

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

SIGNING OF PROPOSALS

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

IB-1

DELIVERY OF PROPOSALS

All proposals shall be delivered by the time and to the place stipulated in the advertisement. It is the sole responsibility of the Bidder to see that his proposal is received by the Owner prior to the scheduled time for opening proposals. Any proposal received after the said time for opening proposals shall be returned to the Bidder unopened. All proposals shall be delivered to the Owner in sealed envelopes. The outside of the envelope containing the bid shall bear the name of the Bidder, his address, his license number if applicable, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Owner. If being hand-delivered, contact City Hall at (810) 743-1500 Ext. 1102 prior to delivery to ensure it is open.

Submit bids to the following address:

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

CONSIDERATION OF PROPOSALS

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

REJECTION OF PROPOSALS

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

WITHDRAWAL OF PROPOSALS

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

IB-2

Attachment: Sunnydale (4913 : 2020 Sanitary Repairs (1215/1223 Sunnydale))

BASIS OF BIDS

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

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

INCREASE OR DECREASE IN QUANTITIES

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

INTERPRETATION OF CONTRACT DOCUMENTS

Each Bidder shall carefully examine the proposal forms, construction drawings, and project specifications and shall visit and inspect the site of the proposed work and take such other steps as may be reasonably necessary in order to ascertain the nature and location of the proposed work, the general and local conditions which may affect the work or the cost thereof, and all other relevant matters concerning the work to be performed. Before submitting a proposal, each

Bidder shall personally make his own determination as to the soil conditions and sub-soil conditions in the area of the proposed work. Each Bidder shall be held to have determined to his own satisfaction the conditions he will encounter in the construction of the work, including sub-soil conditions, and he shall be prepared to complete the work in whatever material and under whatever conditions he may encounter or create without extra cost to the Owner.

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

Failure of the Bidder to make these examinations will not relieve him of the responsibility of properly estimating the cost of or the difficulty of successfully performing the proposed work, and

no claims for additional compensation will be allowed or entertained by reason of said failure on the part of the Bidder.

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

PERMITS

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

LAWS AND REGULATIONS

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

TIME OF COMPLETION

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

BIDDER'S QUALIFICATIONS

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

1. The Bidder's performance record with a list of work of similar character and proportions which he has constructed, including the name, address, and telephone number of the Owner, date built and construction cost.
2. A tabulation of work of similar type now under contract, including location, description, size, required date of completion, and current percentage of completion of each job.

3. An itemized list of Bidder's equipment available for use on the proposed project.
4. A list of major parts of the work, which are proposed to be sublet.
5. Such other information as will satisfy the Owner that the Bidder is qualified and capable of fulfilling the contract.

DISQUALIFICATION OF BIDDERS

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

AWARD OF CONTRACT

The Owner proposes to award a contract for this improvement to the lowest responsive responsible Bidder within a period of thirty (30) days after the opening of bids. The bid security received of all Bidders except the bid security submitted with the two lowest acceptable proposals will be returned within ten (10) days following the bid opening. The bid security of the two lowest acceptable proposals will be returned after the Owner has made an award to the successful low Bidder, and the required bonds, insurances, and agreement have been executed by the low Bidder and returned to the Owner.

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

LENGTH OF CONTRACT

Once executed, the terms and conditions of the Sunnydale Sanitary Repairs Contract shall be in full force and effect from date of Notice of Award until such time all work has been finalized and accepted. All contract work must be completed in its entirety and opened to traffic no later than January 15, 2021 with the exceptions of Surface Restoration, the placing of HMA and Project Clean-up.

The project shall be completed in its entirety, including final restoration, pavement repairs and clean-up, on or before May 15, 2021. This date is to accommodate an establishment period for Surface Restoration and weather restrictions pertaining to the placement of HMA. The Contractor has until May 15, 2021 to meet the specifications associated with Surface Restoration and Pavement Repairs.

Liquidated Damages shall be assessed in accordance with Section 108.10 of the MDOT 2012 Standard specifications for Construction.

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

The Owner anticipates that construction can begin no earlier than November 1, 2020 or as directed by the Owner.

In no case shall any work be commenced prior to receipt of formal notice of award by the Owner.

The Contractor shall not be allowed to perform work on the following dates. The dates are outlined below:

November 26 thru 29, 2020

(No work from November 25, 2020 at 5:00 PM to November 30, 2020 at 7:00 AM)

December 24, 2020 thru January 3, 2021

(No work from December 23, 2020 at 5:00 PM to January 4, 2021 at 7:00 AM)

**CITY OF BURTON
GENESEE COUNTY, MICHIGAN
RESOLUTION**

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

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

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

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

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

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

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

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

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

IB-7

6. As use herein,
 - a. "Contracting Agent" means an officer, board, commission or organization which received directly or indirectly monies or properties from or on behalf of the City of Burton, including without limitation, a lessee or sub-lessee of land owned by the City of Burton.
 - b. "Contract" means any agreement, as a result of competitive bids or otherwise, for a new construction, alteration, repair, installation, painting, decorating, completion, demolition, conditioning, reconditioning or improvement of public buildings, works, bridges, highways or roads, which is to be performed in the City of Burton and either on City of Burton property or financed by or through the City of Burton.
 - c. "Construction Mechanic" means any skilled or unskilled mechanic, laborer, worker, helper, assistant, apprentice or driver, but shall not include executive, administrative, professional, office or custodial employees, and shall not include City of Burton employees who are working pursuant to a collective bargaining agreement between said City and a bona fide labor organization.
7. Contracts which contain provisions requiring the payment of prevailing wages as determined by the United States Secretary of Labor pursuant to the Federal Davis-Bacon Act (United States Code, Title 40, Section 276A, et seq.) or which contain provisions requiring the payment of prevailing wages as determined et seq., or which contain minimum wage schedules which are the same as prevailing wages in the locality as determined by collective bargaining agreements or understandings between bona fide organizations of construction mechanics and their employers, are exempt from the provisions of this resolution.
8. Any lease of property owned by the City of Burton shall include a provision that new construction, alteration, repair, installation, painting, decorating, completion, demolition, conditioning, reconditioning or improvement of buildings, works, bridges, highways or roads on such property shall be considered work on public buildings, works, bridges, highways or roads within the meaning of provisions 6(b) of this resolution and that the lessee or any sub-lessee will be bound by the provisions of this resolution.
9. It is the intent of this City Council that every contracting agent shall adopt the preceding paragraphs of this resolution.
10. The City of Burton Controller and the City of Burton Engineer are hereby directed to effectuate this resolution on behalf of this Council within their respective spheres of responsibility.
11. The City Clerk is hereby directed to forward to each City Council member, elected official, agency and department a copy of this resolution and a notation of the adoption of it.
12. If any portion of the resolution is declared illegal, the remainder, so far as practicable, shall remain in full force and effect.

IB-8

CERTIFICATION

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

Ayes: 7

Nays: 0

Dated July 8, 1980

Darene Woodbury
Burton City Clerk

Attachment: Sunnysdale (4913 : 2020 Sanitary Repairs (1215/1223 Sunnysdale))

PLANS AND SPECIAL PROVISIONS

City of Burton Special provision FOR **PAVT, REM, MODIFIED**

Page 1 of 1

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

Materials. None specified.

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

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

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

Pay Item	Pay Unit
Pavt, Rem, Mod	Square Yard

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

SP-1

Attachment: Sunnydale (4913 : 2020 Sanitary Repairs (1215/1223 Sunnydale))

Bypass Pumping

The Contractor shall be responsible for providing and maintaining pumping necessary to maintain existing sanitary flow. The existing sanitary main is intended to remain in operation to maintain flow until the repair has been accepted and placed into service. Temporary pumping may be required for specific activities during construction but should be limited to very short durations. Any bypass pumping system that is used outside normal working hours must work automatically and send out an alarm signal to the Contractor and Owner personnel in the event of a pump failure. Contractor shall be responsible for monitoring and maintaining the system on a 24 hour per day basis during bypass pumping operations. The Contractor shall provide submersible solids handling pumps suitable for pumping wastewater with 3" solids and each capable of pumping peak flow of 300 gmp at 30 feet TDH. The Contractor shall provide one primary and one backup pump for bypass pumping. Contractor shall furnish and install a sewer ball or other suitable means of stopping sanitary flow as needed. Contractor is responsible for all temporary power and wiring.

The Contractor shall submit to the Owner for approval written documentation of the proposed plan for maintaining flow, including curves for the proposed pumps and proposed pumps and proposed alarm/redundant alarm system. No work commence until the Owner has approved this plan.

Work Schedule

The Contractor shall provide a detailed work schedule. The schedule shall be complete, shall describe intermediate project milestones, shall show in detail the manner in which he proposes to complete the work under this contract. The purpose of the schedule is to assist the Owner in notifying the public of inconveniences, and to determine if the Contractor is responsibly proceeding with the work to assure completion within the specified time.

Construction Sequence

The Contractor shall be responsible for maintaining the ability to pump sewage at all times during construction operations. Any temporary piping, pumping or other work to accomplish the work shall be the responsibility of the Contractor and shall be paid for as Bypass Pumping LS.

The Contractor shall be responsible for and maintain the ability to accommodate sump lines, sump discharge water, ditches and ditch water. The rerouting and reconstruction of sump lines shall be paid for as Sump Lead, Protect EA. Ditch grades shall be regraded to match existing grades and shall be not be paid for separately. The establishment of ditch grades shall be included in Final Restoration. Pavement repairs shall be in accordance with the standard detail on sheet 2 of the construction plans and paid for as Pavement Repair SY.

SP-2

DEWATERING

1.00 GENERAL

1.01 DESCRIPTION

- A. The CONTRACTOR shall supply all labor, materials, tools and equipment necessary to lower and control the groundwater levels and hydrostatic pressures to permit all excavation and construction specified under this contract to be performed in the dry. The control of all ice, snow and surface water shall be considered as part of the work under this Section.
- B. The work under this Section shall include all costs of mobilization, supply, installation, operation, maintenance, supervision, and final dismantling and removal from the site of any and all dewatering equipment.
- C. The CONTRACTOR or his dewatering subcontractor shall be currently and appropriately licensed by the State of Michigan to undertake the work covered under this Section and shall submit such information to the Owner.

1.02 EXAMINATION OF THE SITE

- A. The CONTRACTOR shall take all the steps that he considers necessary to familiarize himself with the site conditions, the ground conditions and the groundwater conditions.

1.03 SUBMITTALS

- A. The CONTRACTOR shall submit complete plans and description of the overall dewatering system he proposed to use for the work under this Section for review by the Owner, showing the details of the dewatering system prior to initiation of any excavation within 3 ft of the prevailing groundwater levels.
- B. Review by the Owner of the dewatering system proposed by the CONTRACTOR will be only with respect to the basic principles of the methods the CONTRACTOR intends to employ. Review by the Owner of the dewatering system will be based on the demonstrated performance of the system to satisfy the requirements for dewatering as specified herein.

2.00 PRODUCTS

Not Applicable

3.00 EXECUTION

3.01 GENERAL

- A. It is the intent of this Section that an adequate dewatering system shall be installed to lower and control the groundwater in order to permit excavation, construction of the structures, and the placement of the fill materials, all to be performed under dry conditions. The dewatering system shall be adequate to pre-drain the water-bearing strata above and below the bottom of the structure foundations, the drains, the sewers, and all other excavations. In addition, the system to be used shall reduce the hydrostatic head in the water-bearing strata below the structure foundations, the drains, sewers, and all other excavations to the extent that the water level and piezometric water levels in the construction area are substantially a minimum of 3 ft below the prevailing excavation surface at all times. Appropriate screens and filters shall be used to prevent loss of soil through the dewatering equipment.

SP-3

- B. Prior to any excavation below the groundwater level, the dewatering system shall be placed into operation to lower the water levels as required and shall be operated continuously 24 hrs per day, 7 days per week until all drains, sewers and structures have been satisfactorily constructed including placement of fill materials and no longer requiring dewatering. An adequate weight of fill material or of structure shall be in place to prevent buoyancy or flotation prior to discontinuing operation of the dewatering system.
- C. The CONTRACTOR shall obtain written approval from the Owner before discontinuing the operation of the dewatering system.
- D. The CONTRACTOR shall be solely responsible for the arrangement, location and depths of the dewatering system necessary to accomplish the work described under this Section. The dewatering shall be accomplished in a manner that will reduce the hydrostatic head below any excavation to the extent that the water level and piezometric water levels in the construction area are substantially a minimum of 3 ft below the prevailing excavation surface, will prevent the loss of fines, seepage, boils, quick conditions or softening of the foundation strata, will maintain stability of the sides and bottom of the excavation and will result in all construction operations being performed in the dry.
- E. The control of all surface and subsurface water, ice and snow is considered as part of the dewatering requirements. The control shall be adequate such that the stability of excavated and constructed slopes are not adversely affected by water, that erosion is controlled, and that flooding of excavations or damage to the existing and/or new structures or portions thereof does not occur. Surface water shall not be directed toward the excavations.
- F. The CONTRACTOR shall dispose of all water removed from the excavations in such a manner as will not endanger public health, property, any portion of the work under construction or completed either by him or any other CONTRACTOR, shall not recharge the water bearing strata and shall be performed in such a manner as will cause no inconvenience whatsoever to the Owner, or to others engaged on work about the site. Water shall be conveyed in conduits or open water channels to avoid erosion in foundation areas. However, open channels adjacent to existing footings shall not be permitted.
- G. The CONTRACTOR shall provide complete standby equipment, installed and available, for immediate operation as may be required, to adequately maintain dewatering on a continuous basis in the event that all or any part of the dewatering system may become inadequate or fail.
- H. If the dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system, loosening of the foundation strata or instability of the slopes or damage to the foundations or structures may occur. The supply of all labor, materials and plant, and the performance of all work necessary to carry out any necessary additional work for the reinstatement of the structures or the foundations soils resulting from such inadequacy or failure shall be undertaken by the CONTRACTOR subject to the approval of the Owner and at no additional expense to the Owner.

3.02 OBSERVATION WELLS

- A. The CONTRACTOR shall supply, install, take measurements and maintain the observation wells (piezometers) at various locations near existing structures to insure complete drawdown.
- B. The observation wells shall be of a suitable design proposed by the CONTRACTOR and as reviewed by the Owner.
- C. The CONTRACTOR shall be responsible for installing and maintaining all observation wells and observing and recording the elevation of the groundwater and piezometric water levels in all the observation wells daily. A record of the information obtained shall be given to the Owner each day. The CONTRACTOR shall also permit the Owner to make his own observations. Any observation well that becomes inactive, damaged, or destroyed shall be replaced within 24 hrs by the CONTRACTOR at no additional expense to the Owner. If an observation well becomes inactive, damaged, or destroyed and, if in the opinion of the Owner, the observations from that observation well are critical, further excavation shall be suspended at the discretion of the Owner and at no additional expense to the Owner. Excavation shall not recommence until that observation well is repaired or replaced to the satisfaction of the Owner and reliable observations can be obtained from that well or its replacement well.
- D. The CONTRACTOR shall demonstrate by adding or removing water from all observation well risers that the observation wells are functioning properly.
- E. All observation wells shall be satisfactorily installed and proven to be functioning properly prior to commencement of dewatering in any section of the site.

3.03 CONTROL OF GROUNDWATER LEVELS

- A. The observation wells and test pits or holes shall be used as a primary basis of determining compliance with the requirements of this Section.

3.04 REMOVAL OF SYSTEM(S)

- A. After all requirements of this Section are met; the CONTRACTOR shall remove all materials and equipment used during this operation. All holes, wells, and pits shall be filled immediately with suitable material.

4.0 PAYMENT

- A. Payment for dewatering shall be paid for as Dewatering LS.

City of Burton
Special provision
FOR
TRAFFIC CONTROL

Page 1 of 1

Description. This work shall be done in accordance with the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, MMUTCD, MDOT Traffic and Safety/Standards and special details.

Materials. Traffic Control Devices, Signs, Signals, Lighting Devices, Barricades, Delineators, Pavement Markings, Traffic Regulators and all other equipment to protecting and regulating traffic in accordance with the MMUTCD, unless otherwise specified in the contract.

Construction. The Contractor shall perform work necessary to maintain at least 1 lane of traffic at all times. No overnight lane closures shall be permitted.

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

Pay Item	Pay Unit
Traffic Control	Lump Sum

The item of **Traffic Control** includes all labor, materials, and equipment necessary to safely maintain traffic as required.

Attachment: Sunnydale (4913 : 2020 Sanitary Repairs (1215/1223 Sunnydale))

City of Burton
Special provision
FOR
SUMP LEAD, PROTECT

Page 1 of 1

Description. This work shall be done in accordance with the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction.

Materials. None specified. Materials may be recycled.

Construction. The Contractor shall perform work necessary to maintain existing sump line and discharge during construction. The Contractor shall reconstruct the sump lead to match final ditch grades to ensure proper discharge.

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

Pay Item	Pay Unit
Traffic Control	Each

The item of **Sump Lead, Protect** includes all labor, materials, and equipment necessary to maintain and reconstruct existing sump leads.

Attachment: Sunnydale (4913 : 2020 Sanitary Repairs (1215/1223 Sunnydale))

BID BOND

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

Signed this _____ day of _____, 2020.

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

SUNNYDALE SANITARY REPAIR

NOW THEREFORE:

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

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

BB-1

Attachment: Sunnydale (4913 : 2020 Sanitary Repairs (1215/1223 Sunnydale))

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

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

_____(L.S.)

(Principal)

(Surety)

By: _____ *

SEAL

(Address of Bond Agent)

*Attach Power of Attorney

Attachment: Sunnydale (4913 : 2020 Sanitary Repairs (1215/1223 Sunnydale))

PROPOSAL SECTION

Attachment: Sunnysdale (4913 : 2020 Sanitary Repairs (1215/1223 Sunnysdale))

PROPOSAL SYUNNYDALE SANITARY REPAIR

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

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

CITY OF BURTON, MICHIGAN SUNNYDALE SANITARY REPAIR SCHEDULE

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

All contract work must be completed in its entirety and opened to traffic no later than January 15, 2021 with the exceptions of Surface Restoration, placing of HMA and final Project Clean-up. The project shall be completed in its entirety, including final restoration, pavement repairs and clean-up, on or before May 15, 2021. This date is to accommodate an establishment period for Surface Restoration and weather restrictions pertaining to the placement of HMA. The Contractor has until May 15, 2021 to meet the specifications associated with Surface Restoration and Pavement Repairs.

Liquidated Damages shall be assessed in accordance with Section 108.10 of the MDOT 2012 Standard specifications for Construction.

The Owner anticipates that construction can begin no earlier than November 1, 2020 or as directed by the Owner.

In no case shall any work be commenced prior to receipt of formal notice of award by the Owner.

The Contractor shall not be allowed to perform work on the following dates. The dates are outlined below:

November 26 thru November 29, 2020
(No work from November 25, 2020 at 5:00 PM to November 30, 2020 at 7:00 AM)

December 24, 2020 thru January 3, 2021
(No work from December 23, 2020 at 5:00 PM to January 4, 2021 at 7:00 AM)

BASE PROPOSAL

Item#	Item	Quantity	Unit Price	Total Price
1	MOBILIZATION	1 LS	\$	\$
2	ERO, CONTROL, FILTER DROP	1 EA	\$	\$
3	ERO, CONTROL, SILT FENCE	50 FT	\$	\$
4	SUMP LEAD, PROTECT	EA 1	\$	\$
5	BYPASS PUMPING	1 LS	\$	\$
6	TRAFFIC CONTROL	1 LS	\$	\$
7	PAVEMENT REM, MODIFIED	35 SY	\$	\$
8	SANITARY, MAIN, REM (10' MIN)*	10 FT	\$	\$
9	SERVICE, LEAD, REM	12 FT	\$	\$
10	SANITARY, MAIN, 8" (10' min)*	10 FT	\$	\$
11	CONNECTION, 8'	2 EA	\$	\$
12	SERVICE, LEAD, 6"	12 FT	\$	\$
13	CONNECTION, 6"	2 EA	\$	\$
14	SURFACE RESTORATION	75 SY	\$	\$
15	PAVEMENT REPAIR	35 SY	\$	\$
16	DEWATERING	1 LS	\$	\$
17	MAINTENANCE GRAVEL	10 TON	\$	\$
18	PROJECT CLEAN-UP	1 LS	\$	\$
	PROJECT TOTAL			\$

*It is anticipated a minimum of ten (10) feet of 8" Sanitary Main will be removed and replaced. A minimum of ten (10) feet will be paid for the following pay items regardless of actual quantity unless the quantity is greater than ten (10) FEET: **SANITARY, MAIN, REM (10' MIN)**, and **SANITARY, MAIN, 8" (10' MIN)**. In the case the quantity is greater than ten (10) feet, the quantity will be paid for based on the actual measurement.

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

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

Project to be opened to traffic throughout construction.

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

The successful Bidder

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

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

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

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

Bidder acknowledges receipt of the following addenda(s):

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

Name of Bidder _____

By: _____

Address: _____

Telephone: _____

Attachment: Sunnydale (4913 : 2020 Sanitary Repairs (1215/1223 Sunnydale))

LEGAL STATUS OF BIDDER

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

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

An individual, whose signature is affixed to this Proposal.

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

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Attachment: Sunnydale (4913 : 2020 Sanitary Repairs (1215/1223 Sunnydale))

AGREEMENT SECTION

Attachment: Sunnydale (4913 : 2020 Sanitary Repairs (1215/1223 Sunnydale))

CONTRACT

CITY OF BURTON

GENESEE COUNTY, MICHIGAN

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

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

SUNNYDALE SANITARY REPAIR

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

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

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

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

WITNESS:

CITY OF BURTON

Duane Haskins, Mayor

Rachel Boggs, City Clerk

CONTRACTOR

Company Name

Secretary of Corporation

Name & Title

Signature

Address

City, State, Zip Code

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

SEAL

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

Attachment: Sunnydale (4913 : 2020 Sanitary Repairs (1215/1223 Sunnydale))

PERFORMANCE BOND

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

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

SUNNYDALE SANITARY REPAIR

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

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

WITNESS

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

PB-1

Attachment: Sunnydale (4913 : 2020 Sanitary Repairs (1215/1223 Sunnydale))

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

A _____

(Corporation, Partnership or Individual)

hereinafter called the "Principal", and _____

(Surety)

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

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

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

SUNNYDALE SANITARY REPAIR

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

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

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Attachment: Sunnydale (4913 : 2020 Sanitary Repairs (1215/1223 Sunnydale))

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

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

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

_____ (seal)

_____ (seal)

Principal

_____ (seal)

_____ (seal)

Surety

Signed, sealed and delivered
in the presence of:

Bonds correct as to form:

Amanda Doyle, City Attorney

INSURANCE

A. GENERAL

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

B. REQUIRED INSURANCE

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

1. WORKMEN'S COMPENSATION INSURANCE

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

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

2. CONTRACTOR'S COMPREHENSIVE PROPERTY DAMAGE & BODILY DAMAGE

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

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

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

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

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

3. CONTRACTOR’S MOTOR VEHICLE LIABILITY INSURANCE

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

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

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

4. OWNER’S PROTECTIVE LIABILITY & PROPERTY DAMAGE INSURANCE

The Contractor shall furnish and maintain during the duration of this contract A SEPARATE POLICY of contingency insurance naming the Owner, City of Burton, a Michigan Governmental Corporation, its officers, agents and employees as insureds. The separate policy shall provide coverage to said insureds with respect to all CONTINGENT LIABILITY for damages due to

bodily injury, including death resulting therefrom and property damage caused by an accident arising from the street paving and excavation operations performed by the prime contractor or any sub-contractor. This insurance shall protect the insured against contingent liability, which may be imposed upon him by law because of his supervisory acts or omission thereof in connection with the work performed by the general contractor and his sub-contractors. This contingent liability insurance must be on an occurrence basis and said policy shall provide coverage to the following stated limits:

COVERAGES

LIMITS OF CONTINGENT LIABILITY

Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Property Damage Liability	\$500,000 each occurrence \$1,000,000 aggregate

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

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

C. CERTIFICATES OF INSURANCE

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

D. NOTICE OF CANCELLATION

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

E. HOLD HARMLESS AGREEMENT

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

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

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION:

SUNNYDALE SANITARY REPAIR

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

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

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

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

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

Dated this _____ day of _____, 20__.

(Owner)

By: _____

Title: _____

ACCEPTANCE OF NOTICE

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

By: _____

Title: _____

NA-1

Attachment: Sunnydale (4913 : 2020 Sanitary Repairs (1215/1223 Sunnydale))



ADOPTED

AGENDA ITEM (ID # 4927)

DOC ID: 4927

Approve and authorize the 2020-2023 MAFF Contract Agreement.

RESULT:	CARRIED [6 TO 1]
MOVER:	Vaughn Smith, Councilman
SECONDER:	Danny Wells, Councilman
AYES:	Martinbianco, Heffner, Wells, Smith, Fenner, Conley
NAYS:	Dennis O'Keefe