



CITY OF BURTON

CITY COUNCIL MEETING

SEPTEMBER 2, 2025

AGENDA

Council Chambers	Regular Meeting	7:00 PM
	4303 S. Center Road	
	Burton, MI 48519	

A. Call To Order

B. Invocation

LED BY: President Greg Fenner

C. Pledge of Allegiance to the Flag of the United States of America

LED BY: President Greg Fenner

D. Roll Call

E. Approval of Agenda

1. Approve the agenda as presented.

F. Staff Present

G. Approval of Minutes

1. City Council Regular Meeting August 18, 2025 at 7:00 PM.

H. Administrative Reports

I. Committee Reports

J. Audience Participation

Now is the time set-aside for members of the audience to address the Burton City Council. I would ask each individual to give their name and address for the record and to limit their comments to three (3) minutes and to speak on the topics germane to City business.

K. Council Discussion

L. Council Action

1. Approve and authorize Attorney Billing (Odette) 8/14/25 to 8/27/25 in the amount of \$3,660.00.
2. Approve and Authorize the Mayor and City Clerk to execute a contract with Wade Trim, Inc. 555 S. Saginaw Street, Suite 201 Flint, MI 48502, for Preliminary Engineering of Covert Road Rehabilitation from Davison to Potter Rd., at a cost not to exceed \$45,850.00.
3. Approve and Authorize the Mayor and Clerk to execute a contract with MDT Construction 423 River Wood Dr. Flushing, MI 48433 for Fire Station #1 South Side Concrete Approach Pad 25-003-D in the amount of \$24,044.00.

M. Second Reading of Ordinance

1. Approve and Authorize an ordinance to amend chapter 30.03 of the City of Burton Code of Ordinances by the addition of language to bring the compensation and benefits of the administrative officers of the City of Burton into parity with negotiated contracts and to provide for the effective dates thereto.

N. Meeting Adjournment

The next regularly scheduled meeting will be held on September 18, 2025 @ 7:00 PM.

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



CITY OF BURTON

CITY COUNCIL MEETING

AUGUST 18, 2025

MINUTES

Council Chambers

Regular Meeting

7:00 PM

**4303 S. Center Road
Burton, MI 48519**

A. Call To Order

The meeting was called to order at 7:00 PM by President Greg Fenner.

B. Invocation

LED BY: Vice President Greg Hull

C. Pledge of Allegiance to the Flag of the United States of America

LED BY: Vice President Greg Hull

D. Roll Call

Present: Council President Gregory Fenner, Council Vice-President Greg Hull, Council Member Candice Miller, Council Member Christina Hickson, Council Member Steven Heffner, Council Member Gary Wines
Absent: Council Member Vaughn Smith

E. Approval of Agenda

1. Approve the agenda as presented.

Motion by Council Member Miller, second by Council Member Hickson, to Approve.

Voting Yes: Gregory Fenner, Greg Hull, Candice Miller, Christina Hickson, Steven Heffner, Gary Wines

Voting No: None

Motion Passed 6 - 0.

F. Staff Present

Duane Haskin, Mayor
Racheal Boggs, City Clerk
Charles Abbey, DPW Director
Ted Valley, HR Director
Brian Ross, Police Chief
Kirk Wilkinson, Fire Chief

G. Approval of Minutes

1. Approve the City Council Regular Meeting Minutes of Monday, August 4, 2025, at 7:00 pm.

Motion by Council Member Miller, second by Council Member Hickson, to Approve.

Voting Yes: Gregory Fenner, Greg Hull, Candice Miller, Christina Hickson, Steven Heffner, Gary Wines

Voting No: None

Motion Passed 6 - 0.

H. Administrative Reports

1. Financial Update 06.30.2025

Mayor Haskins reported on the following:

The main entrance landing at City Hall has been stripped down and cleaned up. We are getting the materials, and hopefully it will be completed soon. It is safe to walk on and has been opened back up. Improvements at Fire Station #1 are underway and it should be complete within the next two weeks. Northbound Grand Traverse is on schedule; they have switched lanes now and will be wrapping up soon. Genesee Road is still under construction. We have partnered with the county on this project, and there were drainage tubes that needed to be replaced. It is on schedule, but it will take longer than usual.

Mr. Fenner asked if the new website notification has launched.

Mayor Haskins stated it is not up and running yet. The meeting software has changed, so it looks different.

I. Committee Reports

None.

J. Audience Participation

Now is the time set-aside for members of the audience to address the Burton City Council. I would ask each individual to give their name and address for the record and to limit their comments to three (3) minutes and to speak on the topics germane to City business.

Birdie Compton of 5347 Lapeer Road in Burton spoke about speeding on Lapeer Road, an incident at the automotive place on Lapeer Road, and City Council candidates not attending the council meetings.

John Dombrowski of 186 E. Park Avenue in Flushing and owner of Batteries Plus in Burton invited the council and administration to the City of Burton Chamber of Commerce monthly network luncheons at 12:00 PM at Fire

Station #2. We have a meeting this Wednesday. We would love to see you there.

K. Council Discussion

Mr. Hull asked the administration if we can place a speed radar on Lapeer Road.

Chief Ross said yes.

Mrs. Hickson asked about the incident that Mrs. Compton referenced.

Chief Ross stated I don't get told about every call unless it is something major. As far as the speed of the officers, I am sure whoever we were helping was happy we went 90 miles per hour instead of 70 per hour.

L. Council Action

1. Approve and authorize Attorney Billing (Odette) 7/31/25 to 8/13/25 in the amount of \$5,744.00.

Motion by Council Vice-President Hull, second by Council Member Hickson, to Approve.

Voting Yes: Gregory Fenner, Greg Hull, Candice Miller, Christina Hickson, Steven Heffner, Gary Wines

Voting No: None

Motion Passed 6 - 0.

2. Approve and authorize the payment of Attorney Billing (Miller Johnson) 7-3-25 to 7-31-25 in the amount of \$10,925.00.

Motion by Council Member Wines, second by Council Member Hickson, to Approve.

Voting Yes: Gregory Fenner, Greg Hull, Candice Miller, Christina Hickson, Steven Heffner, Gary Wines

Voting No: None

Motion 6 - 0.

3. Approve and authorize the re-appointment of Yulanda Ferguson, 2085 Boatfield Avenue, Burton, MI.48529 to the City of Burton Salary Commission, term to expire November 2032.

Motion by Council Member Heffner, second by Council Member Hickson, to Approve.

Voting Yes: Gregory Fenner, Greg Hull, Candice Miller, Christina Hickson, Steven Heffner, Gary Wines

Voting No: None

Motion Passed 6 - 0.

4. Approve and authorize the appointment of Mitchell Young, 1342 Martha Avenue, Burton, MI. 48509 to the City of Burton Zoning Board of Appeals Alternate, term to expire August 2027.

Motion by Council Member Wines, second by Council Member Hickson, to Approve.

Voting Yes: Gregory Fenner, Greg Hull, Candice Miller, Christina Hickson, Steven Heffner, Gary Wines

Voting No: None

Motion Passed 6 - 0.

5. Approve and authorize the Mayor and City Clerk to execute a contract with Orchard, Hiltz & McCliment, Inc. (OHM), 34000 Plymouth Rd. Livonia, MI 48150, for Professional Engineering of Genesee Road Rehabilitation From Atherton to Court Street, at an amount not to exceed \$200,700.00.

Motion by Council Member Heffner, second by Council Member Hickson, to Approve.

Voting Yes: Gregory Fenner, Greg Hull, Candice Miller, Christina Hickson, Steven Heffner, Gary Wines

Voting No: None

Motion Passed 6 - 0.

6. Approve and authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of Burton, dated 3/9/2016, in accordance with the Authorization for Change in Standard Lighting Contract to install 3 streetlights and upgrade 1 streetlight at the corner of Bristol and Fenton Road at a cost estimate of \$3,322.00.

Mr. Fenner stated this project is in response to the accident that occurred at this intersection, Correct?

The administration said yes.

Motion by Council Member Heffner, second by Council Member Hickson, to Approve.

Voting Yes: Gregory Fenner, Greg Hull, Candice Miller, Christina Hickson, Steven Heffner, Gary Wines

Voting No: None

Motion Passed 6 - 0.

7. Approve a budget amendment within the Fire Fund as follows; Increase Building Maint & Supplies by \$84,525.00.

Mr. Hull asked for clarification on the budget amendment.

Chief Wilkinson stated the insurance payout came in the last fiscal year to

make the repairs to the Fire Station. We are transferring the money from that budget to this fiscal year current budget.

Discussion about the budget amendment continued.

Motion by Council Member Hickson, second by Council Member Miller, to Approve.

Voting Yes: Gregory Fenner, Greg Hull, Candice Miller, Christina Hickson, Steven Heffner, Gary Wines

Voting No: None

Motion Passed 6 - 0

8. Approve and authorize a budget amendment within the Police Fund as follows \$11,000; Add 207-000-541.000 Liquor Fees; Add 207-301-961.000 Liquor Control Expenses \$11,000.00.

Motion by Council Member Wines, second by Council Member Hickson, to Approve.

Voting Yes: Gregory Fenner, Greg Hull, Candice Miller, Christina Hickson, Steven Heffner, Gary Wines

Voting No: None

Motion Passed 6 - 0.

9. Approve and authorize the acceptance of the Police Officer Labor Council Burton Patrol Officers (POLC) Collective Bargaining Agreement effective July 1, 2025, through June 30, 2029.

Motion by Council Member Heffner, second by Council Member Miller, to Approve.

Voting Yes: Gregory Fenner, Greg Hull, Candice Miller, Christina Hickson, Steven Heffner, Gary Wines

Voting No: None

Motion Passed 6 - 0.

10. Approve and authorize the acceptance of the Police Officers Labor Council Burton Command Officers Collective Bargaining Agreement effective July 1, 2025, through June 30, 2029.

Mayor Haskins asked the council to strike "COAM" from the motion.

Mr. Heffner, the maker of the motion agreed to amend the motion, Mrs. Hiscson removed support and supported the new motion.

Motion by Council Member Heffner, second by Council Member Hickson, to Approve as amended.

Voting Yes: Gregory Fenner, Greg Hull, Candice Miller, Christina Hickson, Steven Heffner, Gary Wines

Voting No: None

Motion Passed 6 - 0.

M. First Reading of Ordinance

1. Approve and Authorize an ordinance to amend chapter 30.03 of the City of Burton Code of Ordinances by the addition of language to bring the compensation and benefits of the administrative officers of the City of Burton into parity with negotiated contracts and to provide for the effective dates thereto.

Motion by Council Member Heffner, second by Council Member Miller, to Approve.

Voting Yes: Gregory Fenner, Greg Hull, Candice Miller, Christina Hickson, Steven Heffner, Gary Wines

Voting No: None

Motion Passed 6 - 0.

N. The next regularly scheduled meeting will be held on September 2, 2025 @ 7:00 PM.

*** Meeting Adjournment**

Meeting adjourned at 7:20 PM.

City of Burton

City Clerk



Wade Trim, Inc.
555 S. Saginaw Street, Suite 201 • Flint, MI 48502
810.235.2555 • www.wadetrim.com

August 20, 2025

City of Burton
Department of Public Works
4303 South Center Road
Burton, MI 48519

Attention: Peter Wingblad
Superintendent of Engineering and Inspection

Re: Covert Road Reconstruction
City of Burton, Genesee County, Michigan

Dear Peter:

Wade Trim is pleased to submit the following proposal to provide roadway design engineering services for the reconstruction of Covert Road from Davison Road north to Potter Road (City limits).

PROJECT UNDERSTANDING

Based upon our recent site meeting, we understand that the intent of the project is to either crush and shape (asphalt base) or pulverize (concrete base) and resurface approximately one mile of Covert Road from Davison Road to Potter Road (Burton City limits) utilizing local road funds. The roadway demolition process will be determined based upon the geotechnical investigation to be completed as part of our scope of service. Roadway resurfacing will include a 4-inch hot mix asphalt (HMA) cap. The roadway section consists of two 12-foot wide lanes with an asphalt surface, gravel shoulders and shallow, roadside ditches. No roadway improvements are anticipated within the intersection of either Davison Road (south end) or Potter Road (north end). The construction budget for this project is \$820,000.

SCOPE OF SERVICES

TASK 1 – GEOTECHNICAL INVESTIGATION

A total of four pavement cores and soil borings will be conducted to a depth of five feet within the project limits at select locations determined by site inspection with the City, Wade Trim, and geotechnical firm representatives. One sample will be collected from each test boring and tested for density, moisture content, gradation, and compressive strength. A geotechnical report will be prepared containing the results of the laboratory tests.

TASK 2 – PRE-DESIGN SCOPE VERIFICATION

Wade Trim will coordinate a project kickoff meeting to review the geotechnical investigation, confirm pavement demolition scope items, and validate the programmed budget.

TASK 3 – PROJECT DELINEATION AND BASE MAP

Wade Trim will develop a Base Plan for the work from record documents and aerial mapping. No field survey work will be completed to develop the Base Map. The Base Plan will include roadway and shoulder widths and a horizontal alignment. Base Map will be shared with City staff and applicable utility agencies (natural gas, electric, telephone, and cable television) to obtain record information of all critical utilities.

Road rights-of-way will be approximated from record documents and depicted on the Base Map. Given that the rehabilitation effort will be within the roadway limits (shoulder to shoulder) and no roadway

ditching is proposed, construction easements are not anticipated and will not be a part of the scope of service.

TASK 4 – DESIGN PHASE

Following completion of the scope verification and base map, preliminary construction plans will be developed, along with a construction cost estimate and special provisions, meeting City of Burton standards and MDOT 2020 Standard Specifications for Construction. It is anticipated that the plan set will include the following sheets:

- Title Sheet including sheet index, utility contacts, and project location
- Legend Sheet including line type and symbols key
- Typical Roadway Cross Section(s)
- General Construction Details and Notes
- Roadway Removal and Reconstruction Plan Sheets
- Pavement Marking

Roadway profiles (existing or proposed) will NOT be completed. A maintenance of traffic (MOT) plan will NOT be completed as the City will utilize its contract Special Provision requiring the Contractor to submit an MOT plan to the City for review and approval prior to construction.

As the project is funded with local (City of Burton) funds, preparation and submittal of the MDOT LAP Project Programming Application, the Michigan State Historic Preservation Office (SHPO) Clearance Form, National Environmental Policy Act (NEPA) Local Agency Environmental Clearance Form, and MDOT Work Zone Safety and Mobility Form are NOT required and will NOT be completed.

TASK 5 – CONSTRUCTION REVIEW AND APPROVAL PHASE

Construction plans will be submitted to AT&T, Consumers Energy, Comcast, and other applicable utility agencies determined from the Miss Dig request.

The preliminary engineering package (plans, construction estimate, and special provisions) will be submitted to the City for a Base Plan Review Meeting. Base Plan review comments and concerns from the meeting will be incorporated into the Final Plan submittal package.

A Final Plan package will be submitted to the City for review. Final Plan review comments will be incorporated into the Bid Package (construction plans, construction estimate, and special provisions) and returned to the City for bid letting.

The City is its own Soil Erosion and Sedimentation Control (SESC) Permit agent and will be responsible the SESC permitting.

SCHEDULE

We offer the following tentative schedule to accommodate a February 2026 bid letting, based upon a September 15, 2025, authorization to proceed:

Description	Estimated Completion Date
Geotechnical Investigation	October 15, 2025
Pre-Design Scope Verification	October 31, 2025
Project Delineation and Base Map	October 15, 2025
Base Plan Review Submittal	November 15, 2025
Final Plan Review Submittal	December 15, 2025

Description	Estimated Completion Date
Final Plans	January 15, 2026
Bid Letting	February 15, 2026

FEE AND INVOICING PROCEDURES

Wade Trim will provide the above-described scope of services for an Estimated Not-to-Exceed Fee of \$45,850 as shown in the schedule below. All labor and expenses will be invoiced monthly in accordance with our current hourly Rate Schedule.

Task	Description	Estimated Fee
1	Geotechnical Investigation	\$4,040
2	Pre-Design Scope Verification	\$950
3	Project Delineation and Base Map	\$2,390
4	Design	\$24,210
5	Construction Review and Approval Phase	\$12,260
6	QAQC Review	\$2,000
TOTAL		\$45,850

EXCLUSIONS

The following exclusions are not included in the project scope:

- Property easements and title work
- Permit and review fees from local, state, or federal agencies
- Professional services for construction administration and construction observation are not included in our scope of service but can be provided, if requested

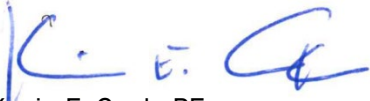
Services not specifically listed in the above-described scope of services are not included. Should the need arise for additional engineering services, Wade Trim will provide a detailed cost estimate and obtain approval from the City before proceeding.

Please find enclosed a Short Form Professional Services Agreement for this project. If this proposal meets with your approval, please sign, date, and return a copy of the Agreement to our office. Our receipt of the executed Agreement will serve as our authorization to proceed.

We appreciate the opportunity to be of service to the City of Burton and look forward to partnering with your office on this project. If you have questions, please contact me at 810.235.2555.

Very truly yours,

Wade Trim, Inc.

A handwritten signature in blue ink, appearing to read 'K. E. Cook'.

Kevin E. Cook, PE
Project Manager

A handwritten signature in blue ink, appearing to read 'Jason Smith'.

Jason Smith, AICP
Vice President

KEC:JS:reb
AAA1000.25
20250820_Wingblad-Ltr Proposal.docx
25-0645
Enclosure



Professional Services Agreement (Short Form)

Agreement

To engage the Services of Wade Trim, Inc. as a Design, Planning, Testing and/or Land Survey Professional.

This Agreement, entitled Covert Road Reconstruction, City of Burton, Genesee County, Michigan between City of Burton Department of Public Works of 4303 South Center Road, Burton, Michigan 48519 hereinafter called "Owner," and Wade Trim, Inc., 555 South Saginaw Street, Suite 201, Flint, Michigan 48502 hereinafter called "Professional," is as follows:

The Owner and Professional, for mutual consideration hereinafter set forth, agree as follows:

A. Professional agrees to perform certain professional services for Owner as follows:

As outlined in Wade Trim's letter proposal dated August 20, 2025.

B. Owner agrees to pay Professional as compensation for Professional's services as follows:

A Lump Sum Fee of \$45,850.

C. Owner agrees to establish an allowance of \$N/A for additional services on this Project (not less than 10% of the compensation amount specified in Item B.)

D. The Owner and Professional agree to conditions as set forth on the reverse side in the General Provisions of this Agreement.

E. The Owner and Professional agree to the following schedule:

As outlined in Wade Trim' letter proposal dated August 20, 2025.

F. Professional has the option to render this Agreement null and void, if it is not executed within 60 days.

Owner:

Professional:

By: Duane Haskins
(Print Name)

By: Jason Smith, AICP
(Print Name)

Title: Mayor

Title: Vice President

Date Signed: _____

Date Signed: August 20, 2025

General Provisions

1.01 Basic Agreement

A. Professional shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Professional for such Services as set forth herein.

2.01 Payment Procedures

A. *Preparation of Invoices.* Professional will prepare a monthly invoice in accordance with Professional's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Professional for services and expenses within 30 days after receipt of Professional's invoice, the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Professional may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Professional has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above.

B. Owner shall pay Professional for such additional services as follows: For additional services of Professional's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Professional's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Professional's consultants' charges with a 15% mark-up, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Professional:

1) upon seven days written notice if Professional believes that Professional is being requested by Owner to furnish or perform services which are outside of the agreed upon scope of services without compensation, which are contrary to Professional's responsibilities as a licensed professional; or

2) upon seven days written notice if the Professional's services for the Project are delayed or suspended for more than 90 days for reasons beyond Professional's control.

3) Professional shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Professional.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Professional to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Professional shall be compensated for Basic Services performed through the date of termination as set forth herein and for work performed per 4.01.B in the manner set forth in 3.01.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Professional each is hereby bound and the partners, successors, executors, administrators, employees and legal representatives of Owner and Professional (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Professional) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with Professional's services. Professional and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers and Professional shall not be responsible for design services provided by others.

B. Professional shall not at any time supervise, direct, or have control over any contractor's work, nor shall Professional have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Professional neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Professional shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Professional's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Professional.

E. The provisions in this Agreement supersede and render null and void any contrary provisions in the contract documents between Owner and Contractor.

F. All design documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Professional (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Professional's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Professional, whichever is less.

H. The parties acknowledge that Professional's scope of services does not include any services related to a Hazardous Environmental Condition (including but not limited to the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Professional or any other party encounters a Hazardous Environmental Condition, Professional may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Dispute Resolution

Except for debt collection cases for less than \$25,000, and except as otherwise provided herein, all claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event may the demand for arbitration be made after the expiration of one year from the date the cause of action accrued. The cause of action whether based in tort, contract, indemnity, contribution, or any other form of action, legal or equitable, shall be deemed to have accrued at the time the party asserting the claim either knew or, by the exercise of reasonable diligence, should have known of the existence of the facts underlying such claim, dispute or other matter in question regardless of when damages occur. After the expiration of said one year, any claim between the parties hereto shall be barred. No arbitration arising out of, or relating to this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal and judgment may be entered upon it in any court having jurisdiction thereof.

9.01 Total Agreement

A. This Agreement (together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Professional, supersedes all prior written or oral understandings, and becomes binding as if fully executed at the time Professional commences work. To the extent that the terms of any appendices or documents referenced in this Agreement conflict with the terms of this Agreement, the terms of this Agreement shall govern. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



BID TABULATION
CITY OF BURTON
Burton Fire Department

Project: Fire Station #1, South Side Concrete Approach Pad 25-003-D

Bid Opening: City Hall Council Chambers

Date & Time: August 28, 2025, 10:00am

Present: Julie Griffith - Purchasing Agent

Kirk Wilikson, Fire Chief

	Bidder Name & Address	5% Bid Bond	Signed Bond	Total BID
1	MDT Construction 423 River Woods Dr. Flushing, MI 48433	Yes	Yes	24,044.00
2	SP Powell's Sand and Soil 170 W. State St. Montrose, MI 48457	Yes	Yes	30,500.00
3	Green Tech Systems, LLC 214 Athlone Beach, Bay City, MI 48706	Yes	Yes	30,999.00
4	Great Lakes Concrete and Paving 11225 Katrine Dr. Fenton, MI 48430	Yes	Yes	31,000.00
5	A-Team Outdoor Service, LLC 459 Antoinette St., Detroit, MI 48202	Yes	Yes	31,200.00
6	Better 2 Enterprises 7305 W. Dodge Rd. Montrose, MI 48457	Yes	Yes	33,390.00
7	Titan Pavement 6460 Williams Lk, Waterford, MI 48330	Yes	Yes	35,100.00

8	Hartwell Cement Company 21650 Fern St. Oak Park, MI 48237	Yes	Yes	37,490.00
9	Streeter Brothers Inc. 3327 E. Bristol Rd. Burton, MI 48529	Yes	Yes	38,740.00
10	RLE Concrete 3712 Division Ave. S, Wyoming, MI 49548	Yes	Yes	44,397.00
11	GM and Son's 46900 West Rd. Novi, MI 48377	Yes	Yes	51,150.00
12	Asphalt Specialists LLC (ASI) 1780 E. Highwood Pontiac, MI 48340	Yes	Yes	54,300.00
13	Grit Services 48575 Downing St. Wixom, MI 48393	Yes	Yes	96,000.00

PROPOSAL

Project # 25-003-D

This is the PROPOSAL of MDT Construction, 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:

Project # 25-003-D

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

All work shall be completed by November 28, 2025.

All as shown on the contract documents hereinafter called the "project", for the sum of Twenty Four Thousand Fourty Four Dollars &/00 (\$24,044.00), 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, insurance, and 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, the plans and specifications therefore as prepared by the Department of Public Works for the City of Burton, all elements of the plans and specifications are hereby made a party of and collectively evidence and constitute the contract.

The undersigned hereby agrees that if the foregoing proposal shall be accepted by the Owner, he will, within ten (10) 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.

P-1

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 Twelve Hundred Two Dollars 20/100 (\$ 1,202.20) as required in the "Advertisement" and the undersigned agrees that in case he shall fail to fulfill his obligations under the foregoing proposal and agreement, the Owner may, at its option, determine that the undersigned has abandoned his rights and interest in such proposal, and that the certified check or bid bond accompanying his proposal has been forfeited to the said Owner, but otherwise, the said certified check or bid bond shall be returned to the undersigned upon the execution of such contract and the acceptance of his bonds and insurances or upon the rejection of his proposal.

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

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

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

Bidder acknowledges receipt of the following addenda(s):

Dated and signed at Flushing, State of Mi, this 27th day of August, 2025

Name of Bidder MDT Construction

By: Michelle D. Tucker Michelle D. Tucker

Address: 423 River Woods
Flushing, MI 48433

Telephone: 810-449-9584