



CITY OF MADISON HEIGHTS
CITY HALL - COUNCIL CHAMBERS, 300 W. 13 MILE RD.
CITY COUNCIL REGULAR MEETING AGENDA
FEBRUARY 27, 2023 AT 7:30 PM

CALL TO ORDER

ROLL CALL

INVOCATION and PLEDGE OF ALLEGIANCE - COUNCILMAN FLEMING

APPROVAL OF THE AGENDA:

1. Additions/Deletions **Reports - Interlocal Agreement with Hazel Park for S-1 Services
Executive Session - Madison Heights v Sayers**

PRESENTATIONS

2. Certificate of Appreciation for Jennifer Ramirez
3. Certificate of Appreciation for Michael and Holly Hayter

PUBLIC HEARINGS:

ITEMS ON AGENDA OF INTEREST TO PARTIES IN THE AUDIENCE

MEETING OPEN TO THE PUBLIC:

CONSENT AGENDA:

4. DPS Director - DPS Vehicle #460 Scheduled Replacement
5. City Council Regular Meeting Minutes of February 13, 2023

COMMUNICATIONS:

REPORTS:

6. City Clerk - Boards and Commissions Appointments

ITEMS FOR FUTURE PUBLIC HEARINGS:

BID AWARDS/PURCHASES:

7. Purchasing Coordinator - Community Development Block Grant (CDBG) Lawn Service
8. DPS Director - 2023 Major & Local Sectional Concrete Repairs
9. DPS Director - 2023 R-3 Residential Road Projects

ORDINANCES:

UNFINISHED BUSINESS:

MINUTES:

EXECUTIVE SESSION:

ADJOURNMENT

NOTICE: Persons with disabilities needing accommodations for effective participation through electronic means in this meeting should contact the City Clerk at (248) 583-0826 or by email: clerks@madison-heights.org at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

DATE: February 21, 2023

TO: City Council

FROM: Melissa R. Marsh, City Manager

SUBJECT: Agenda Comments for the Regular Council Meeting of Monday, February 27, 2023

The following are my comments on items appearing on the agenda of the Regular Council Meeting on Monday, February 27, 2023.

PRESENTATIONS:

CERTIFICATE OF APPRECIATION FOR JENNIFER RAMIREZ

Council is requested present a certificate of appreciation for Jennifer Ramirez; for her amazing public art displays that started during COVID, lifting up the community and beginning a tradition of creating art for residents and passers-by to enjoy.

CERTIFICATE OF APPRECIATION FOR MICHAEL AND HOLLY HAYTER

Council is requested to present a certificate of appreciation for Michael and Holly Hayter for creating and maintaining the Skeleton Family of Dee Creased for the residents of Madison Heights to enjoy.

CONSENT AGENDA:

It is the recommendation that the City Council approve the following items as part of the Consent Agenda:

VEHICLE 460 SEWER TRUCK REPLACEMENT

The FY 2023 budget includes funding for the scheduled replacement of Vehicle 460, a 2009 Ford F-250 funded through the Sewer Division. The vehicle is 13 years old and in poor condition. This is a front-line pick-up used for general sewer maintenance operations. The new truck will be upfitted with a utility box to increase versatility and usefulness to the department. Therefore, staff recommends City Council approve the purchase of a 2022 Chevy Silverado with options as quoted from Todd Wenzel Chevrolet for \$49,284.74 through the Oakland County Purchasing Contract. Funds are budgeted and available.

REPORTS:

CITY CLERK – BOARDS AND COMMISSIONS APPOINTMENTS

City Council is requested to make appointments to those Boards and Commissions with vacancies.

BID AWARDS/PURCHASES:COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) LAWN SERVICES

In accordance with HUD regulations, the City posted a bid for CDBG-funded lawn services. The bid was posted on MITN and emailed to 197 vendors; 31 of these vendors downloaded the bid documents, and on February 7, 2023, eight (8) bids were opened.

The lowest qualified bidder is Zimmerman Lawn & Snow at \$21.00 per lot. Zimmerman has worked with the City as the home chore lawn care vendor.

Staff and I request that Council award the bid for CDBG Lawn services to the lowest responsible bidder, Zimmerman Lawn & Snow, for a one-year contract at the unit rate of \$21.00 per lot for the 2023 mowing season. We would also request the Council authorize the City to proceed to the next lowest qualified bidder, Michigan Mowers at the unit pricing of \$28.50 per lot or Mobile Guru LLC/Total Lawn Care at unit pricing of \$33.00 per lot in the unlikely event that the contract with Zimmerman Lawn & Snow is canceled due to non-performance or other issues.

2023 MAJOR & LOCAL SECTIONAL CONCRETE REPAIRS

Major and Local Sectional Concrete program is typically bid on an annual basis. However, this year due to the continuing increases in the price of concrete, materials, and labor, contractors are finding themselves unable to extend pricing for more than the initial contract term. Therefore, the bid was prepared, and on February 15, six sealed bids were received by the deadline. One bid was immediately rejected for insufficient paperwork. Upon review, DiLisio Contracting of Clinton Township, Michigan, was the low bid.

DiLisio is a long-time concrete contractor for the City and has completed many identical projects for the City of Madison Heights, as well as other area municipalities in recent years. The pricing received is favorable given the current market conditions and is significantly lower than the original engineer's estimate for the bid. We would also note that this bid award does not automatically commit the City to any projects in the upcoming 2024 fiscal year. Projects would not be authorized to start until funding was made available through the normal Budget process. These projects, assuming approval, would then be constructed by DiLisio under this contract.

Based on these facts, Staff concurs with the recommendation of our City Engineer and recommends that City Council award the bid for the 2023 (FY 2024) Major and Local Sectional Concrete Repairs to the lowest responsible bidder, DiLisio Contracting, Inc., of Clinton Township, Michigan, for the total project amount of \$965,230.90.

2023 R-3 RESIDENTIAL ROAD PROJECTS

In January of this year, Cipparrone Contracting, our current contractor for the R-3 Road Construction Program and the Major and Local Sectional Projects, informed us that due to the unprecedented increases in the price of concrete, materials, and labor, they would be unable to extend the contract for the R-3 Projects. On February 15, seven sealed bids were received at City Hall by the deadline. One bid was immediately rejected due to insufficient paperwork. Upon review, DiLisio Contracting of Clinton Township, Michigan, was the low bidder.

DiLisio Contracting is an experienced long-time vendor of the City of Madison Heights for this program and similar projects for other area municipalities. Staff would also note that this bid award does not automatically commit the City to any projects in the upcoming 2024 fiscal year. Projects would not be authorized to start until funding was made available through the normal Budget process.

Based on current trends in cost and availability of materials and labor, Staff concurs with the recommendation of our City Engineer and recommends that City Council award the bid for the 2023 R-3 Residential Road Projects to the lowest responsible bidder, DiLisio Contracting, Inc., of Clinton Township, Michigan, for the total project amount of \$1,633,871.56.

**CERTIFICATE OF APPRECIATION
IN RECOGNITION OF JENNIFER RAMIREZ ART**

WHEREAS, the City of Madison Heights is fortunate to have a myriad of talented artists call this City home; and,

WHEREAS, one of the most recognized artists is Jennifer Ramirez who has been a resident of Madison Heights for nearly twenty years; and,

WHEREAS, Ms. Ramirez has been awarded commissions by the Madison Heights Arts Board to paint murals at Civic Center Park, Rosie's Park and Huffman Park, which are beautiful, colorful designs with themes ranging from imagination at play, to wildlife and mythical creatures; and,

WHEREAS, not only does Ms. Ramirez contribute to the community when paid on commission, she also gives freely of her time and talent by creating public art on a regular basis and sharing her art on social media under "Jennifer Ramirez Art"; and,

WHEREAS, during COVID, Ms. Ramirez lifted up the community by beginning a tradition of creating chalk art on her fence with varied subjects, attracting attention and accolades from residents and passers-by, young and old, and receiving media attention as well; and,

WHEREAS, Ms. Ramirez recently created an amazing public art display by forming snow shark sculptures in her yard, again drawing positive attention to all who have seen it. Her snow sharks have garnered positive media attention for her art and for the City of Madison Heights with stories on MLive, Channel 4 News, Channel 7 News, and a multitude of positive social media posts. .

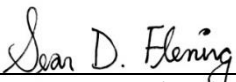
NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council celebrate and acknowledge Jennifer Ramirez and Jennifer Ramirez Art as one of the greatest artistic treasures of the City, and we thank her for sharing her talents with Madison Heights and the Greater Metro Detroit area.



Roslyn Grafstein
Mayor



Toya Aaron
Councilwoman



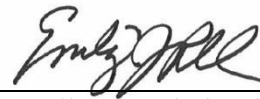
Sean D. Fleming
Councilman




David M. Soltis
Councilman



Mark Bliss
Councilman



Emily J. Rohrbach
Councilor



Quinn J. Wright
Councilor

**CERTIFICATE OF APPRECIATION
IN RECOGNITION OF MICHAEL AND HOLLY HAYTER**

WHEREAS, the City of Madison Heights is fortunate to have a community of caring residents that strive to make the world a little better for those around them; and,

WHEREAS, one of these households is Michael and Holly Hayter; and,

WHEREAS, during COVID, the Hayter's lifted up the community by creating a Skeleton Family of Dee Ceased for Halloween 2020 and has creatively changed outfits to celebrate holidays and annual events throughout the years since; and,

WHEREAS, residents and visitors alike have enjoyed this creative display and look forward to each new season; and

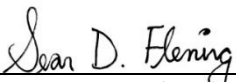
NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council celebrate and acknowledge Michael and Holly Hayter for lifting up the community, and we thank them for creating and maintaining Skeleton Family of Dee Ceased for Madison Heights enjoyment.



Roslyn Grafstein
Mayor



Toya Aaron
Councilwoman



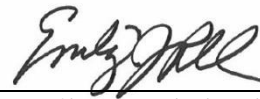
Sean D. Fleming
Councilman



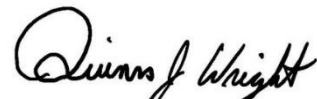
David M. Soltis
Councilman



Mark Bliss
Councilman



Emily J. Rohrbach
Councilor



Quinn J. Wright
Councilor



AGENDA ITEM SUMMARY FORM

MEETING DATE: 2/27

PREPARED BY: R. Corey Almas, Director of Public Services

AGENDA ITEM CONTENT: DPS - Purchase: Vehicle 460 Scheduled Replacement

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$60,000

FUNDS REQUESTED: \$49,284.74

FUND: 101-752-985-0000

EXECUTIVE SUMMARY:

The FY 2022-23 Budget includes funding carried-forward for the scheduled replacement of Vehicle 460, a 2009 Ford F-250, funded through the Sewer division.

RECOMMENDATION:

Staff recommends that Council approve the purchase of one 2022 Chevy Silverado with options as quoted from Todd Wenzel Chevrolet, of Hudsonville, Michigan, in the amount of \$49,284.74, through the Oakland County Cooperative Purchasing Contract. Funds are budgeted and available.

MEMORANDUM

Item 4.

DATE: February 21, 2023

TO: Melissa R. Marsh, City Manager

FROM: Sean P. Ballantine, Public Works Supervisor
Dan Yamarino, Motor Pool Supervisor
R. Corey Almas, Director of Public Services

SUBJECT: Purchase – Vehicle 460 Scheduled Replacement

The FY 2022-23 Budget includes funding carried-forward for the scheduled replacement of Vehicle 460, a 2009 Ford F-250, funded through the Sewer division. The current vehicle is 13 years old, and has a “poor” condition score of 29, qualifying it for priority replacement. This is one of the front-line pickup trucks for general sewer maintenance operations, and is used frequently throughout the year. The new truck is to be upfitted with a utility box to increase its versatility and usefulness to the Department, providing the most value for money.

Staff recommends that Council approve the purchase of one 2022 Chevy Silverado with options as quoted from Todd Wenzel Chevrolet, of Hudsonville, Michigan, in the amount of \$49,284.74, through the Oakland County Cooperative Purchasing Contract. Funds are budgeted and available.

Department of Public Services

City of Madison Heights
801 Ajax Drive
Madison Heights, Michigan 48071

p (248) 589-2294 | f (248) 589-2679

City of Madison Heights
Vehicle Replacement Guidelines & Evaluation Worksheet

Disposition: Auction

Item 4.

(Only those fields shaded in yellow need to be completed.)

Date of Evaluation:2/21/2023

Vehicle #:460

Department / Division:Sewer

Year / Make / Model:2010Ford 3/4 Ton Pickup/Plow

Vehicle Type:A

Type A = Sedans / Light Trucks ≤ 1 Ton

Type B = Medium / Heavy Duty > 1 Ton

Type C = Off Road Equipment

Age: One point for each year of chronological age beginning with in-service date

In Service Date:9/2/2009

Age in Months:161

Age in Years (rounded):13

Score:13

Usage: Type A = 1 point per 10,000 miles; Type B = 1 point per 5,000 miles; Type C = 1 point per 250 hours used

Actual Mileage:56,808

Actual Hours:(N/A)

Score:6

Service Type:

Type A		Type C	
Points	Description	Points	Description
1	Standard sedans and light pickups.	1	Standard duties as equipped.
2	Standard vehicles with occasional off-road usage.	2	Standard duties when used with attachments (sickle bar, backhoes, rear bushhogs).
3	Any vehicle that pulls trailers, hauls heavy loads, continued off-road usage.	3	Multiple duties based on seasons (snow, mowing, leaf).
4	Any vehicle involved in snow removal.	4	Extreme duties in harmful atmosphere (dust, salt, water).
5	Police, Fire, and Rescue service vehicles.	5	Heavy construction work including snow removal.

Type B	
Points	Description
1	Standard use including basic job site duties, some light duty hauling.
2	Standard use with attachments (compressors, lights, etc.) including job site duties, standard load hauling, some towing.
3	Above standard use including job site duties that include idling, standard load hauling, light trailer/equipment towing, leaf collection.
4	Above standard use including job side idling and hauling above standard loads, towing equipment and heavy trailers, light snow removal.
5	Extreme service, high job site idling and duties with attachments, heavy load hauling, heavy trailer/equipment towing, major snow removal duties, refuse collection, etc. (Examples: Sign Truck, Tandem or Single Dump Truck, Snow Removal Truck).

Score: 4

Reliability: Note: Based on current conditions. Preventative Maintenance work is not included.

Points	Description
1	In shop 0 or 1 time within the last 3 months, and no major breakdowns or road calls.
2	In shop 1 time within the last 3 months, and 1 breakdown/road call within the last 3 months.
3	In shop more than twice within the last month, and no major breakdowns or road calls.
4	In shop more than once within the last month, and 2 or more breakdowns/road calls within the last month.
5	In shop more than twice monthly within the last 3 months, and 2 or more breakdowns within the last month.

Number of times in shop within the last month:0

Number of times in shop within the last 3 months:1

Any Road Calls or Breakdowns (Y or N):Y

Road Calls / Breakdowns within the last month:0

Road Calls / Breakdowns within the last 3 months:0

In shop more than twice monthly within the last 3 months (Y or N):N

Score: 1

Maintenance & Replacement Costs:

Points	Description
1	Maintenance costs are less than or equal to 20% of replacement cost.
2	Maintenance costs are 21-40% of replacement cost.
3	Maintenance costs are 41-60% of replacement cost.
4	Maintenance costs are 61-80% of replacement cost.
5	Maintenance costs are greater than or equal to 81% of replacement cost.

Total Maintenance Cost:\$6,700

Estimated Purchase Price - New Veh.:\$50,000

Est. Resale Value of Car to be sold:\$8,000

Estimated Net Replacement Cost:\$42,000

Maintenance Cost as % of Replacement Cost:16.0%

as of 2/21/2023

as of 2/21/2023

as of 2/21/2023

as of 2/21/2023

as of 2/21/2023

Score: 1

Condition:

Type A	
Points	Description
1	No visual damage or rust and a good drive train
2	Minor imperfections in body and paint, interior fair (no rips, tears, burns), and a good drive train.
3	Noticeable imperfections in body and paint surface, some minor rust, minor damage from add-on equipment, worn interior (one or more rips, tears, burns), and a weak or noisy drive train.
4	Previous accident damage, poor paint and body condition, rust (holes), bad interior (tears, rips, cracked dash), major damage from add-on equipment, and one drive train component bad.
5	Previous accident damage, poor paint, bad interior, drive train that is damaged or inoperative, and major damage from add-on equipment

Type B	
Points	Description
1	No visual damage or rust, good paint, good interior, no damage from add-on equipment, no body modification, good drive train.
2	Minor imperfections in body and paint, interior fair (no rips, tears, burns), good drive train, minor body modification.
3	Noticeable imperfections in body and paint surface, some minor rust, fair interior, weak/fair drive train, minor body modification, minor damage from add-on equipment.
4	Previous accident damage, poor paint & body condition, major rust/corrosion, poor interior, damage from add-on equip., moderate body modification evidence, 1 drive train component bad.
5	Previous accident damage, poor paint & body condition, bad interior, drive train damaged or inoperative, major body modifications, major damage from add-on equipment and attachments.

Type C			
Points	Description	Number of Notable Accidents:	(list number)
1	Good condition, fully functional.	Paint / Body:Fair	comment
2	Fair body, functional.	Interior:Poor	comment
3	Minor body damage, weak operating system.	Drive Train:Fair	comment
4	Severe damage, component not functional.	General Condition:4	(pick number from table)
5	Extreme damage, inoperable.		

Score: 4

Overall: Total Score: 29

0 - 17	Excellent	Do not replace.
18 - 22	Good	Re-evaluate for future budget(s).
23 - 27	Fair	Qualifies for replacement if budget allows.
28+	Poor	Needs priority replacement.

Prepared By:Sean P. Ballantine

Date:2/21/2023

MODEL:	2022 CHEVROLET SILVERADO		DEALER INFORMATION	
Body Style:	LONG BED REGULAR CAB 4WD		Name:	Todd Wenzel Chevrolet
NOTE: Model Should include STANDARD PACKAGING, unless otherwise indicated below.			Address 1:	3156 Highland Dr, PO Box 310
			Address 2:	Hudsonville, MI 49426
			Contact:	Albert Li
			Telephone:	734-713-1065
Standard Equipment Plus				COST
	6.6L V8			
	9,500 GVW			
	Air Conditioning			
	PLUS TITLE FEE			
	MINUS TOTAL		\$	-
	STANDARD COST SUBTOTAL			\$ 26,700.00
POSSIBLE OPTIONS:				
23M	2023MY GM Price Adjustment for Contract Bids			\$ 2,450.00
ZLQ	WT Fleet Convenience Package			\$ 1,240.00
PCV	WT Convenience Package			\$ 1,610.00
PQA	WT Safety Package			\$ 998.00
B30	Carpet Floor			\$ 88.00
K34	Cruise Control			\$ 205.00
C49	Rear Defogger			\$ 205.00
B30	Carpet Floor			\$ 88.00
K14	Power Outlet (req. ZLQ, PCV or 5W4) (included with			\$ 205.00
9L7	Upfitter Kit			\$ 139.00
CGN	Spray on Bedliner			Call Dealer
AKO	Deep Tinted Glass			\$ 176.00
UF2	LED Cargo Area Lighting			\$ 115.00
DWI	Mirrors outside power vertical trailering with heated			\$ 660.00
ZW9	Pickup bed delete			\$ (816.00)
UD7	Rear Park Assist (req. ZLQ or PCV, JL1, V46 and VJH)			\$ 270.00
ZHQ	All Season Spare Tire			\$ 384.00
PYQ	Bright Painted Silver Aluminum Wheels			\$ 349.00
BAQ	Work Truck Package - includes NZZ and K47 - req. QDV			Call Dealer
ANQ	Alaskan Snow Plow Package			\$ 1,880.00
VYU	Snow Plow Prep			\$ 290.00
PTO	Power Take Off (req. L5P & K34)			Call Dealer
KW5	220 Amp Alternator			\$ 139.00
NZZ	Skid Plate			\$ 139.00
JL1	Req PCV or ZLQ or LSP			\$ 249.00
NQH	Transfer case 2-Speed			\$ 186.00
DRZ	Rear Camera Mirror (req. ZLQ or PCV)			\$ 489.00
DLF	Mirrors outside heated power-adjustable manual folding			\$ 46.00
V46	Chrome Front Bumper			\$ 189.00
VJH	Rear Chrome Bumper			\$ 189.00
QXT	LT265/70R17E All-Terrain Tires			\$ 195.00
F60	Heavy Duty Front Springs			\$ 42.00
K4B	Aux 730 Amp Battery (req. LST)			\$ 125.00
L5P	Duramax Diesel (req. JL1, on req cab req. ZLQ or PCV)			Call Dealer
FPF	DPF Diesel Particulate Filter Manual Regeneration			\$ 230.00
REM	Remote Engine Starter (GM Accessories)			\$ 489.00
UY2	Trailering Wiring Provisions			\$ 32.00
9V5	Woodland Green Special Paint			\$ 495.00
UTL	Knapheide 696-S Utility Body			\$ 16,163.74
TOTAL OPTIONS				\$ 22,584.74
OAKLAND COUNTY - CITY OF MADISON HEIGHTS			TOTAL COST	\$ 49,284.74
AUTHORIZED NAME: (Print)				
AUTHORIZED SIGNATURE:		DATE:		



Todd Wenzel Buick-GMC and Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

Item 4.

Vehicle: [Fleet] 2023 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete)

Price Summary

PRICE SUMMARY	
	MSRP
Base Price	\$43,300.00
Total Options	\$2,975.00
Vehicle Subtotal	\$46,275.00
Destination Charge	\$1,795.00
Grand Total	\$48,070.00

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Data Version: 17731. Data Updated: Oct 16, 2022 6:48:00 PM PDT.



Todd Wenzel Buick-GMC and Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

Item 4.

Vehicle: [Fleet] 2023 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete)

Selected Model and Options

MODEL

CODE	MODEL
CK20903	2023 Chevrolet Silverado 2500HD 4WD Reg Cab 142" Work Truck

COLORS

CODE	DESCRIPTION
01U	Special Exterior Color

OPTIONS

CODE	DESCRIPTION
E63	Durabed, pickup bed
FE9	Emissions, Federal requirements
L8T	Engine, 6.6L V8
MYD	Transmission, 6-speed automatic, heavy-duty
JGB	GVWR, 10,250 lbs. (4649 kg)
GT4	Rear axle, 3.73 ratio
1WT	Work Truck Preferred Equipment Group
PYN	Wheels, 17" (43.2 cm) painted steel, Silver
QXT	Tires, LT265/70R17E all-terrain, blackwall
ZXT	Tire, spare LT265/70R17E all-terrain, blackwall
AE7	Seats, front 40/20/40 split-bench
H1T	Jet Black, Cloth seat trim
IOR	Audio system, Chevrolet Infotainment 3 system
ZLQ	WT Fleet Convenience Package
VYU	Snow Plow Prep/Camper Package
KW5	Alternator, 220 amps
JL1	Trailer brake controller, integrated
NZZ	Skid Plates
V46	Bumper, front chrome
VJH	Bumper, rear chrome

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Todd Wenzel Buick-GMC and Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

Item 4.

Vehicle: [Fleet] 2023 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete)

OPTIONS

CODE	DESCRIPTION
DBG	Mirrors, outside power-adjustable vertical trailing
QT5	Tailgate, gate function manual with EZ Lift
AXG	Window, power front, drivers express up/down
AED	Window, power front, passenger express down
9L7	Upfitter switch kit, (5)
AU3	Door locks, power
AQQ	Remote Keyless Entry
K34	Cruise control, electronic
VQ1	Fleet Processing Option
01U	Special Exterior Color
9V5	Paints, solid, Woodland Green
TGK	Special Paint

Options Total

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Data Version: 17731. Data Updated: Oct 16, 2022 6:48:00 PM PDT.

Oct 17, 2022



Todd Wenzel Buick-GMC and Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

Item 4.

Vehicle: [Fleet] 2023 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete)

Standard Equipment

Package

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb -ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

Durabed, pickup bed (STD)

GVWR, 10,250 lbs. (4649 kg) (STD) (Included and only available with CC20753 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20903 model and (L8T) 6.6L V8 gas engine with 17" wheels.)

Air filter, heavy-duty

Air filtration monitoring

Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)

Auto-locking rear differential

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Recovery hooks, front, frame-mounted, Black

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)

Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)

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Data Version: 17731. Data Updated: Oct 16, 2022 6:48:00 PM PDT.



Todd Wenzel Buick-GMC and Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

Item 4.

Vehicle: [Fleet] 2023 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete)

Exterior

Tires, LT245/75R17E all-season, blackwall (STD)

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QH) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QH) LT245/75R17E all-season, blackwall tires are ordered.)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumpers, front, Black

Bumpers, rear, Black

CornerStep, rear bumper

BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)

Moldings, beltline, Black

Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)

Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

Taillamps with incandescent tail, stop and reverse lights

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Mirrors, outside high-visibility vertical trailing lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black

Mirror caps, Black

Glass, solar absorbing, tinted

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate and bed rail protection cap, top

Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)

Door handles, Black grained

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)

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Item 4.

Vehicle: [Fleet] 2023 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete)

Entertainment

Audio system feature, 2-speakers (Requires Regular Cab model.)

Bluetooth for phone connectivity to vehicle infotainment system

Interior

Seats, front 40/20/40 split-bench with upper covered armrest storage with fixed lumbar (STD)

Vinyl seat trim

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Windows, manual (Requires Regular Cab model.)

Door locks, manual (Requires Regular Cab model.)

USB ports, 2 (first row) located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

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Todd Wenzel Buick-GMC and Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

Item 4.

Vehicle: [Fleet] 2023 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete) (✓)

Safety-Interior

Rear Vision Camera (Deleted with (ZW9) pickup bed delete.)

Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Processing-Other

Trailering Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

WARRANTY

Warranty Note: <<< Preliminary 2023 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Oct 17, 2022



Knapheide Truck Equipment - Flint
 1200 S. Averill Ave.
 Flint MI 48503
 Phone: 810-744-0295
 Fax: 855-629-4643
 www.flint.knapheide.com

QUOTATION

Quote ID: KD00002957

Page 1 of 3

Customer: TODD WENZEL BUICK GMC WESTLAND
 35100 FORD ROAD
 WESTLAND MI 48185

Quote Number: KD00002957
 Quote Date: 2/2/2023
 Quote valid until: 3/4/2023

Contact: ALBERT LI
 Phone: 734-721-1144
 Fax: 1-734-467-7171

By: Prepared kdennison
 Salesperson: NATE TOMALIA
 PO#:

Enduser: MUNICIPALITY

Make: GMC	Model: SIERRA 2500	Year: 2022	Single/Dual: SRW
Cab Type: REGULAR	Wheelbase: 142.0	Cab-to-Axle: 56.0	VIN:

QTY	PART NUMBER	DESCRIPTION		
1	MISC MIDEAL	STATE OF MICHIGAN MIDEAL ORDER MIDEAL CONTRACT #071B7700087		
1	KNAP 696-S	696 SERVICE BODY INSTALLED 40" HIGH SIDE PACKS 14-GAUGE TWO-SIDED A-40 GALVANNEAL STEEL SHELL EXCLUSIVE "RETURN FLANGE" FLOOR 20-GAUGE TWO-SIDED A-40 GALVANNEAL STEEL COMPARTMENT DOORS NEOPRENE COMPARTMENT DOOR SEALS CONTINUOUS STAINLESS STEEL HINGES AUTOMOTIVE QUALITY ROTARY-STYLE LATCHES ADJUSTABLE SECURITY DOOR RING STRIKERS INTERIOR LATCH COVERS DOUBLE-SPRING OVER-CENTER DOOR RETAINER 250-LB CAPACITY ADJUSTABLE SHELVES OEM SPECIFIC INSTALLATION KITS-(MUST BE ORDERED SEPARATELY) SLAM LOCK TAILGATE INTERIOR LIGHT GUARDS SURFACE MOUNT REAR LIGHTS, LED S/T/T & B/U, BUILT IN REFLECTIVITY, UPGRADABLE (8) PATTERN STROBES-(MUST BE ORDERED SEPARATELY) ELECTRODEPOSITION PRIME PAINT * TWO (2) ADJUSTABLE DIVIDER SHELVES & DIVIDERS, STREET & CURB SIDE FRONT VERTICAL COMPARTMENT * ONE (1) ADJUSTABLE DIVIDER SHELF & DIVIDERS, STREET AND CURB SIDE FULL HEIGHT REAR VERTICAL COMPARTMENT * ONE (1) ADJUSTABLE DIVIDER SHELF & DIVIDERS, CURB SIDE HORIZONTAL COMPARTMENT * AUTOMOTIVE QUALITY ROTARY LATCHES & DOUBLE SPRING OVER CENTER DOOR RETAINERS ON ALL VERTICAL DOORS, ONE (1) 12" SLAM TAILGATE * LIGHT MOUNTING HOLES FOR KNAPHEIDE LIGHTS		
4	BASE CLEAR MAT	BASE CLEAR COAT WOODLAND GREEN WILL NEED PAINT CODE AT TIME OF ORDER		
1	KNAP 20226030	INSTALLATION KIT FOR STEEL SERVICE BODY 2020+ GM 56" CA WITHOUT FACTORY HITCH		
1	KNAP 20128850	LED SURFACE MOUNT STOP/TURN/TAIL LIGHTS		



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Page 2 of 3

QTY	PART NUMBER	DESCRIPTION		
1	KNAP 26230151	LED COMPARTMENT LIGHT KIT		
1	KNAP 77009660	KNAPHEIDE POWER LOCKS, 600 SERIES 80" 82" 96" & 108" SERVICE BODIES WITH CURRENT ROTARY LATCH		
1	KNAP LINE UB96	KNAP SPRAY LINE CARGO FLOOR WALLS AND TAILGATE 8' BODY		
1	KNAP 20194730	78" WIDE GALVA-GRIP BUMPER WITH HITCH RECESS, 2017 & NEWER FORD 56" CA OR 2007 & NEWER RAM 60" CA - LOOSE		
1	KNAP LINE BUMPER	KNAP SPRAY LINE SERVICE BODY BUMPER		
1	KNAP 34109178	CLASS IV RECEIVER HITCH FOR UTILITY BODY, GM 2020 & NEWER 42		
1	POLL 11-893P	OEM-STYLE 7-WAY "RV" TRAILER PLUG.		
-1	MISC PU BOX-CHEV	CHEVY TAKE OFF PU BOX KNAPHEIDE WILL KEEP		
1	TFLW 0200115462	GM SILVERADO FUEL FILL		
1	KNAP 26253419	2011 & LATER GM CHASSIS CAB FUEL FILL - 1-1/2" DIESEL - LOOSE		
1	LAB 60I	REMOVE BACKUP CAMERA FROM TAILGATE AND INSTALL		
1	CENT 33764871	SPACER, BACK UP CAMERA MT GM20		

The following options may be added:

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT

Notes:

Please allow approx. 8 weeks after the receipt of order

This Quote is subject to the following terms and conditions:

Credit Card Policy

We do not accept credit cards for payment of any order in excess of \$10,000.00. For other orders, we do accept MasterCard, American Express, Visa and Discover cards for payment.

Pricing Policy

- Price Quotation is good on orders received through the expiration date.
- Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change.
- Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order.
- Knapheide Truck Equipment must be in possession of the vehicle for this order within 90 days of quote acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies.

Payment Policy

- Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order.
- Payment terms for customers with an established credit account will be Net 30 from date of invoice.
- Knapheide has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Return Policy

- All sales are final. Purchased parts or products are non returnable.

Cancellation Policy

City Council Regular Meeting
Madison Heights, Michigan
February 13, 2023

A City Council Regular Meeting was held on Monday, February 13, 2023 at 7:30 PM at City Hall - Council Chambers, 300 W. 13 Mile Rd.

PRESENT

Mayor Roslyn Grafstein
Councilwoman Toya Aaron
Mayor Pro Tem Mark Bliss
Councilman Sean Fleming
Councilman David Soltis
Councilor Quinn Wright

ABSENT

Councilor Emily Rohrbach.

OTHERS PRESENT

City Manager Melissa Marsh
Assistant City Attorney Tim Burns
City Clerk Cheryl Rottmann

Mayor Pro Tem Bliss gave the invocations and the Pledge of Allegiance followed.

CM-23-24. Excuse Councilmember.

Motion made by Mayor Pro Tem Bliss, Seconded by Councilman Soltis, to excuse Councilor Rohrbach from tonight's meeting.

Voting Yea: Mayor Grafstein, Councilwoman Aaron, Mayor Pro Tem Bliss,
Councilman Fleming, Councilman Soltis, Councilor Wright

Absent: Councilor Rohrbach

Motion carried.

PRESENTATIONS:

2023 Random Acts of Kindness Resolution

City Manager Marsh read the Random Act of Kindness Resolution and encouraged all citizens to join in observing the week by committing acts of goodwill towards others and to make kindness a way of life.

Mayor Grafstein presented the resolution to former Councilwoman Margene Scott. Ms. Scott gave the history of how the Random Acts of Kindness week came to the City of Madison Heights. She thanked the citizens for participating in this event and noted that kindness should be the norm and thanked Council for their continued support.

CM-23-25. Special Approval Request PSP 22-11 - 1275 & 1301 W. 14 Mile Road - Auto Wash

City Manager Marsh reviewed Special Approval Request PSP 22-11.

Mayor Grafstein opened the public hearing at 7:39 p.m.

Attorney Dennis Cowan from Plunket Cooney and Samantha Burgner, applicant, Alrig USA, were present along with the applicant's engineer and traffic study consultant. Mr. Cowan stated this is a mixed-use proposal that meets the City's use standards. The proposal is for an El Car Wash and Mojo Donuts which are Florida companies that want to come to southeast Michigan. Ms. Burgner stated that El Car Wash was established four years ago and now has 26 sites in Florida. The Madison Heights location will be the first in Michigan. The proposed mixed-use includes a retail space and outdoor patio space with connectivity to the neighborhood. They will be locally connected and service the members of the community. She stated that they have "takeover days" which utilize operations for fundraisers, collaborate with the local Chamber of Commerce and partner with local businesses for discount opportunities. The traffic study shows minor impact. They will have two electric vehicle charging stations, are committed to sustainability by looking out for their carbon footprint and they will recycle 95% of the water used; further, all vacuum motors are encased in concrete or inside the building to minimize the sound impact. The site will always be staffed to allow for customer service. They are very excited to come to Madison Heights and they feel this will enhance the corridor.

Martha Covert, resident, stated that the City already has nine car washes and two other donut shops in the area. She asked who pays for the EV charge?

Seeing no one further wishing to speak, Mayor Grafstein closed the public hearing at 7:49 p.m.

Motion made by Mayor Pro Tem Bliss, Seconded by Councilman Fleming, to approve Special Approval Request PSP 22-11 for 1275 & 1301 W. 14 Mile Road for an auto wash facility in a B-3, General Business district, with the following conditions:

- 1) Combine the two (2) separate parcels into a single parcel via the lot combination process.
- 2) Include a retail/food component and outdoor patio area on the site plan to activate the 14 Mile Road streetscape. The patio area shall be substantially consistent with the renderings, the exact location and design of which may be determined during the site plan review process.
- 3) Provide a pedestrian sidewalk connection between the 'pre-wash' spaces and the retail component. The pedestrian connection shall be improved with an alternate paving material (e.g. stamped concrete/asphalt) where it crosses vehicular drive aisles. The exact location and design of the pedestrian connection may be determined during the site plan review process.
- 4) Improve the pedestrian connection from W. 14 Mile Road with an alternate paving material (e.g. stamped concrete/asphalt) where it crosses vehicular drive aisles.

- 5) Provide a minimum of two (2) electric vehicle (EV) charging stations, level two or above, on the site. The exact location of the charging stations may be determined during the site plan review process.
- 6) Modify the location of the bypass lane into the parking/vacuum area to ensure that drivers and emergency vehicles can escape a long queue line, if needed. The exact location of the bypass lane may be determined during the site plan review process.
- 7) Seek approval from the Road Commission for Oakland County (RCOC) for a right-turn deceleration taper lane along 14 Mile Road in accordance with the Fleis & Vandenbrink traffic study.
- 8) Obtain a variance from the Zoning Board of Appeals for outdoor vacuuming stations, which are prohibited per Section 10.326(8)(q).
- 9) Modify the hours of operation to satisfy the use-specific condition of Section 10.326(8)(c), “the time of operation shall be limited between the hours of 8:00 a.m. and 10:00 p.m.” or seek a variance from the Zoning Board of Appeals.
- 10) Revise the location of the proposed roof sign to comply with sign regulations, Section 10.511, or seek a variance from the Zoning Board of Appeals. PSP 22-11 – 1275 & 1301 W. 14 Mile Rd. – Auto Wash Page 7
- 11) Remove the existing nonconforming pylon sign. All new wall and ground signage shall be in compliance with city sign regulations, 10.511 of the Zoning Ordinance.
- 12) Building elevations submitted for site plan review shall be substantially consistent with the provided renderings. the applicant shall have the ability to work with the Community & Economic Development Department to develop alternative elevations that meet the spirit of the renderings

In response to Mayor Pro Tem Bliss’s question, Ms. Burgner stated that the company has control over electric charging rates, so they can structure the rate to provide some free charging time.

In response to Councilman Soltis’s question, Ms. Burgner stated that there is about a 5% water loss through the filtration process. Mr. Cowan noted that up until about a decade ago, most carwashes didn’t have recycling efforts. He added that there is some run off as well. Councilman Soltis stated he is concerned about volume of waste and questioned the viability of the donuts and carwash concept. Ms. Burner responded that they currently have this combination of use in other locations, and it has been successful.

In response to Mayor Grafstein’s concern with a third donut shop in this area, Ms. Burgner noted their commitment is to keep it a food space, even if the donut concept doesn't work out.

Voting Yea:	Mayor Grafstein, Councilwoman Aaron, Mayor Pro Tem Bliss, Councilman Fleming, Councilor Wright
Voting Nay:	Councilman Soltis
Absent:	Councilor Rohrbach

Motion carried.

MEETING OPEN TO THE PUBLIC:

Martha Covert, resident, spoke in support of the City coming together and in opposition to being politically divided in a non-partisan arena. She stated she would like to see more Councilmembers at the Coffee Concerts.

City Clerk Rottmann read a letter from Jerry Dzeroogian thanking City Council for their Certificate of Recognition on his behalf.

CONSENT AGENDA:

Motion made by Councilwoman Aaron, Seconded by Councilor Wright, to approve the Consent Agenda as read.

Voting Yea: Mayor Grafstein, Councilwoman Aaron, Mayor Pro Tem Bliss,
Councilman Fleming, Councilman Soltis, Councilor Wright

Absent: Councilor Rohrbach

Motion carried.

CM-23-26. CED Fee Schedule Amendment - Landlord Licensing Term.

Motion made by Councilwoman Aaron, Seconded by Councilor Wright, to approve the following resolution to extended landlord license terms from three to four-year terms, effective immediately:

RESOLUTION AMENDMENT TO COMMUNITY DEVELOPMENT DEPARTMENT FEE SCHEDULE

WHEREAS, the City of Madison Heights has adopted a City Code containing building regulations including the property maintenance code and other provisions such as landlord licensing, to protect public health safety and welfare; and

WHEREAS, the City Code provides that fees and term of a landlord license shall be established by City Council; and

THEREFORE, BE IT RESOLVED, that the Community Development Fee Schedule be amended as follows:

Landlord licensing registrations and renewals calculated on a 48-month basis with fees set according to the following schedule:

<u>Four-Year Registration Fees:</u>	<u>New Registrations and Renewals Through Renewal Date*</u>
Single-family	\$200.00
2 to 4 units	\$245.00
5 or more units	\$47.50 per unit

*Code enforcement action will commence if the applications and fee are not received before the current expiration date; if the renewal is not completed within thirty (30) days after the renewal date; or if a new application is not completed within thirty (30) days of the initial application date.

A fee of \$70 per inspection shall be charged for all locked-out inspections and the second re-inspection of all failed inspections.

Note: All renewal licenses are for forty-eight (48) months. New and pro-rated licenses may be for less than forty-eight (48) months. All licenses for the same landlord will expire on the same date.

Voting Yea: Mayor Grafstein, Councilwoman Aaron, Mayor Pro Tem Bliss,
Councilman Fleming, Councilman Soltis, Councilor Wright

Absent: Councilor Rohrbach

Motion carried.

CM-23-27. City Council Special Meeting Minutes of January 23, 2023.

Motion made by Councilwoman Aaron, Seconded by Councilor Wright, to approve the City Council Special Meeting minutes of January 23, 2023, as printed.

Voting Yea: Mayor Grafstein, Councilwoman Aaron, Mayor Pro Tem Bliss,
Councilman Fleming, Councilman Soltis, Councilor Wright

Absent: Councilor Rohrbach

Motion carried.

CM-23-28. City Council Regular Meeting Minutes of January 23, 2023.

Motion made by Councilwoman Aaron, Seconded by Councilor Wright, to approve the City Council Regular Meeting minutes of January 23, 2023, as printed.

Voting Yea: Mayor Grafstein, Councilwoman Aaron, Mayor Pro Tem Bliss,
Councilman Fleming, Councilman Soltis, Councilor Wright

Absent: Councilor Rohrbach

Motion carried.

CM-23-29. Interlocal Agreement - Oakland Together Senior Center Matching Grant.

Motion made by Councilwoman Aaron, Seconded by Councilor Wright, to approve the Interlocal Agreement between the City of Madison Heights and Oakland County for the Oakland Together Senior Center Matching Grant and authorize the City Manager to execute this agreement on behalf of the City.

Voting Yea: Mayor Grafstein, Councilwoman Aaron, Mayor Pro Tem Bliss,
Councilman Fleming, Councilman Soltis, Councilor Wright

Absent: Councilor Rohrbach

Motion carried.

CM-23-30. Amendment of Parks/Facility Naming Policy Criteria.

Motion made by Mayor Pro Tem Bliss, Seconded by Councilman Fleming, to amend the Parks/Facility Naming Policy criteria to remove the provision "A person, deceased more than two (2) years, who provided an exceptional service in the interest of the park system as a whole or for the community as a whole" and to also send the policy to Historical Commission to revise in its entirety and resubmit to the City Council for consideration by the end of the year.

Voting Yea: Mayor Grafstein, Councilwoman Aaron, Mayor Pro Tem Bliss, Councilman Fleming, Councilman Soltis, Councilor Wright

Absent: Councilor Rohrbach

Motion carried.

CM-23-31. Naming of the Library's Children's Room for Robert J. Corbett.

Motion made by Mayor Pro Tem Bliss, Seconded by Councilman Fleming, to name the Library Children's Room for Robert J. Corbett

Voting Yea: Mayor Grafstein, Councilwoman Aaron, Mayor Pro Tem Bliss, Councilman Fleming, Councilman Soltis, Councilor Wright

Absent: Councilor Rohrbach

Motion carried.

CM-23-32. Naming of the Monroe Park Pavilion for Robert B. Gettings.

Motion made by Mayor Pro Tem Bliss, Seconded by Councilman Fleming, to name the pavilion in Monroe Park for Robert B. Gettings.

Voting Yea: Mayor Grafstein, Councilwoman Aaron, Mayor Pro Tem Bliss, Councilman Fleming, Councilor Wright

Voting Nay: Councilman Soltis

Absent: Councilor Rohrbach

Motion carried.

CM-23-33. Renaming Ambassador Park for Gary R. McGillivray.

Motion made by Mayor Pro Tem Bliss, Seconded by Councilman Fleming, to rename Ambassador Park for Gary R. McGillivray.

Voting Yea: Mayor Grafstein, Councilwoman Aaron, Mayor Pro Tem Bliss,
Councilman Fleming, Councilman Soltis, Councilor Wright

Absent: Councilor Rohrbach

Motion carried.

County Commissioner Gary McGillivray stated that it was an honor to be alive and have a park named after you. He noted that he served on the Parks and Recreation Advisory Board for 20 years and currently is the Chair of the Oakland County Parks Commission. Parks are his passion, and he truly appreciates Council honoring him in this manner.

CM-23-34. Charter Amendment Study Group Appointments.

Motion made by Councilman Fleming, Seconded by Mayor Pro Tem Bliss, to appoint the following to the Charter Amendment Study Group:

Martha Covert
Steve Dombroski
Anthony Klepacki
Margene Scott
Kevin Wright

Voting Yea: Mayor Grafstein, Councilwoman Aaron, Mayor Pro Tem Bliss,
Councilman Fleming, Councilman Soltis, Councilor Wright

Absent: Councilor Rohrbach

Motion carried.

CM-23-35. DPS - 2023 Water Main Pipe and Parts Bid Award.

Motion made by Mayor Pro Tem Bliss, Seconded by Councilwoman Aaron, to award the bid for the 2023 water main replacement pipe and parts to the lowest responsible bidder who bid on all items listed, Core & Main, of Shelby Township, Michigan, for the unit prices specified for a total project cost of \$266,272.54; and approve extending this bid to the upcoming proposed stand-alone water main projects at the unit prices identified, subject to FY 2023-24 Budget approval.

Voting Yea: Mayor Grafstein, Councilwoman Aaron, Mayor Pro Tem Bliss,
Councilman Fleming, Councilman Soltis, Councilor Wright

Absent: Councilor Rohrbach

Motion carried.

CM-23-36. Ordinance 2192 (Illicit Discharge Elimination Plan (IDEP) Ordinance) - Second Reading.

Motion made by Councilwoman Aaron, Seconded by Councilor Wright, to approve Ordinance No. 2192, Illicit Discharge Elimination Plan (IDEP) Ordinance on Second Reading, as follows:

ORDINANCE NO. 2192
CITY OF MADISON HEIGHTS,
OAKLAND COUNTY, MICHIGAN

AMENDMENT TO THE CODE OF ORDINANCES

An Ordinance to amend Ordinance 571, being an Ordinance codifying and adopting a new Code of Ordinances for the City of Madison Heights, by amending, in part, Chapter 29, Article V, Section 29-116 to provide for the health, safety, and general welfare of the citizens of the City of Madison Heights through the regulation of non-stormwater discharges to the storm drainage system to the maximum extent practicable as required by federal and state law.

THE CITY OF MADISON HEIGHTS ORDAINS

Section 1.

That Chapter 29, Article V, Section 29-116 of the Code of Ordinances of the City of Madison Heights is hereby amended in its entirety to read as follows:

Sec. 29-116 Exclusion of Stormwater from Sanitary Sewers & Illicit Discharge Elimination

A. **Purposes:** To provide for the health, safety, and general welfare of the citizens of the City of Madison Heights through the regulation of non-stormwater discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This Ordinance establishes methods for controlling the introduction of pollutants into the municipal storm sewer system in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this Ordinance are:

- (1) To regulate the contribution of pollutants to the municipal storm sewer system by stormwater discharges by any user.
- (2) To prohibit illicit connections and discharges to the municipal storm sewer system.
- (3) To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this article.

B. **Definitions:** The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Authorized enforcement agency means the City of Madison Heights Department of Public Services and its authorized representatives, which shall specifically include all inspectors and code enforcement, and any other individual designated by the City Manager or Mayor of the City of Madison Heights to enforce this Ordinance. Where applicable, the terms may also mean the director of the Michigan Department of

Environment, Great Lakes, and Energy (EGLE) or his/her designated official, and/or the United States EPA Administrator or his/her designated official.

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

City means the City of Madison Heights.

Clean Water Act means the federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

County means the County of Oakland.

Construction activity means activities subject to NPDES construction permits. These include construction projects resulting in land disturbance of five acres or more requiring an issued permit and small construction activities impacting one to five acres of land deemed to operate under a national permit. Such activities include, but are not limited to: clearing and grubbing, grading, excavating, and demolition.

Hazardous materials mean any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illegal discharge means any direct or indirect non-stormwater discharge to the storm drain system, except as exempted in sub-section G of this Ordinance.

Illicit connections mean either of the following:

- (1) Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including, but not limited, to any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency, or
- (2) Any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

Industrial activity means activities subject to NPDES industrial permits as defined in 40 CFR, Section 122.26(b)(14).

MS4 means a municipal separate storm sewer system.

National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit means a permit issued by the United States Environmental Protection Agency

(EPA), or by the State of Michigan under authority delegated pursuant to 33 USC § 1342(b) and codified in the Michigan Natural Resources and Environmental Protection Act Protection at MCL 324.101, et seq., that authorizes the discharge of pollutants to waters of the United States or State of Michigan, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-stormwater discharge means any discharge to the storm drain system that is not composed entirely of stormwater.

Person means any individual, association, organization, partnership, firm, corporation, or other entity recognized by law and acting as either the owner or as the owner's agent.

Pollutant means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, articles, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Premises means any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Sanitary sewer system means the publicly owned facilities consisting of, but not limited to, transporting pipes, pumping equipment, storage containment, treatment operations and other structures for purpose of wastewater remediation for the management of water-carried wastes from residences, business buildings, institutions, commercial and industrial establishments.

Storm sewer system or storm drainage system means a publicly owned facility by which stormwater is collected and/or conveyed, including, but not limited to, any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

Stormwater means any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation.

Stormwater pollution prevention plan means a document which describes the best management practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.

Wastewater means any water or other liquid, other than uncontaminated stormwater, discharged from a facility.

C. Exclusion of stormwater from sanitary sewers:

- (1) Direct connection of any stormwater source to sanitary sewers is not allowed.

- (2) Subsurface water collected by edge drains, sump pumps or other means of conveyance must be discharged into a storm sewer or on surface with positive drainage to an approved point of collection.
- (3) Sanitary sewer systems shall be periodically checked for infiltration and repaired as needed.

D. Applicability: This Ordinance shall apply to all water entering the storm drain system generated on any developed or undeveloped lands unless expressly exempted by an authorized enforcement agency.

E. Enforcement, Responsibility for Administration: This Ordinance shall be enforceable by the City of Madison Heights Department of Public Services or other authorized enforcement agency, as appropriate.

F. Minimum Standards: The standards set forth herein and promulgated pursuant to this Ordinance are minimum standards; therefore, this Ordinance does not intend or imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

G. Discharge Prohibitions:

- (1) Prohibition of illegal discharges.

No person shall discharge or cause to be discharged into the storm drain system or watercourses, any materials, including, but not limited to, pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater. The commencement, conduct, or continuance of any illegal discharge to the storm drain system is prohibited; however, the following discharges are exempt from prohibition as described:

- (a) The discharges and flows from firefighting activities if they are identified as not being a significant source of pollutants to the waters of the state.
- (b) Discharges specified in writing by the City of Madison Heights Department of Public Services as being necessary to protect public health and safety.
- (c) Dye testing, when there has been verbal notification to the Department of Public Services and state department of environmental quality procedures have been followed.
- (d) Discharges permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.
- (e) The following discharges or flows if they are identified as not being a significant contributor to violations of water quality standards: water line flushing and discharges from potable water sources; landscape irrigation runoff, lawn watering runoff, and irrigation waters; diverted stream flows and flows from

riparian habitats and wetlands; rising groundwaters and springs; uncontaminated pumped groundwater, except for groundwater cleanups specifically authorized by NPDES permits; foundation drains, water from crawl space pumps, footing drains and basement sump pumps; air conditioning condensation; waters from noncommercial car washing; street wash water; dechlorinated swimming pool water from single-, two- or three-family residences. Other swimming pools shall not be discharged to stormwater or to surface waters of the state without NPDES permit authorization from EGLE.

(2) Prohibition of illicit connections.

(a) The construction, use, maintenance, or continued existence of illicit connections to the storm drain system is prohibited.

(b) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(c) A person is considered to be in violation of this article if the person connects a line conveying sewage to a storm drain system or MS4 or allows such a connection to continue.

(3) Prohibition of Direct Dumping or Disposal of Materials into the MS4.

The direct dumping of materials or discharges into the MS4 is prohibited except for those illicit discharges identified as not being a significant contributor to violations of water quality standards.

H. Right of Entry: The City of Madison Heights Department of Public Services or other authorized enforcement agency shall be permitted to enter upon all properties for the purposes of inspection, observation, measurement, sampling and testing of suspected non-stormwater discharges in accordance with the provisions of this article. Refusal of reasonable access to the City and/or representatives of the authorized enforcement agency to any part of the premises is a violation of this article.

I. Suspension of Storm Sewer System Access:

- (1) Suspension due to illicit discharges in emergency situations: The Department of Public Services or other authorized enforcement agency may, without prior notice, suspend storm sewer system discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the storm sewer system or the Waters of the United States or this state. If the violator fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take such steps as deemed necessary to prevent or minimize damage to the storm sewer system or waters of the United States or this state, or to minimize danger to persons.

- (2) Suspension due to the detection of illicit discharge: Any person discharging to the storm sewer system in violation of this article may have their storm sewer system access terminated if such termination would abate or reduce an illicit discharge. The Department of Public Services will notify a violator of the proposed termination of its storm sewer system access. The violator may petition the City for reconsideration and hearing.
- (3) Violations: A person violates this article if the person reinstates storm sewer system access to premises terminated pursuant to this section, without the prior approval of the Department of Public Services or other authorized enforcement agency.

J. Industrial or Construction Activity Discharges: Any person subject to an industrial or construction activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the city engineer prior to the allowing of discharges to the MS4.

K. Monitoring of Discharges: The City of Madison Heights Department of Public Services has the right to require non-residential dischargers to install monitoring equipment as necessary if a non-stormwater discharge is suspected. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.

L. Requirements to prevent, control, and reduce storm water pollutants by the use of best management practices: The City of Madison Heights Department of Public Services or his designee will adopt requirements identifying Best Management Practices for any activity, operation, or facility which may cause or contribute to pollution or contamination of storm water, the storm drain system, or waters of the U.S. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural BMPs. Further, any person responsible for a property or premise, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPs shall be part of a Storm Water Pollution Prevention Plan (SWPPP) as necessary for compliance with requirements of the NPDES permit.

M. Watercourse Protection: Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately-owned structures within or

adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

N. Notification of Spills: Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into storm water, the storm drain system, or water of the U.S. said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the authorized enforcement agency in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City of Madison Heights Department of Public Services within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least 3 years.

O. Enforcement:

(1) Notice of Violation: Whenever the city engineer or his designee finds that a person has violated a prohibition or failed to meet a requirement of this Ordinance, the City of Madison Heights may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

- (a) The performance of monitoring, analyses, and reporting;
- (b) The elimination of illicit connections or discharges;
- (c) That violating discharges, practices, or operations shall cease and desist;
- (d) The abatement or remediation of storm water pollution or contamination of hazards and the restoration of any affected property; and
- (e) Payment of a fine to cover administrative and remediation costs; and
- (f) The implementation of source control or treatment BMPs.

(2) Abatement of a Violation: If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be performed by the City of Madison Heights or its designee at the violator's expense.

P. Appeal of Notice of Violation: Any person receiving a Notice of Violation may appeal the determination of the City of Madison Heights. The notice of appeal must be received by the City Clerk within 30 days from the date of the Notice of Violation. Hearing on the appeal by the City Council's appointed hearing officer shall take place within 15 days

from the date of receipt of the notice of appeal. The decision of the hearing officer shall be final.

Q. Enforcement of Measures after Appeal: If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal, within 30 days of the decision of the City of Madison Heights upholding its decision, then representatives of the City or its designees shall enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the City or its designee to enter upon the premises for the purposes set forth above.

R. Cost of the Abatement of the Violation: Within 30 days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within 10 days. If the amount due is not paid within a timely manner as determined by the decision of the City of Madison Heights or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment. Any person violating any of the provisions of this article shall become liable to the City by reason of such violation. The liability shall be paid in not more than 12 equal payments. Interest at the rate of five percent (5%) per annum shall be assessed on the balance beginning on the first day following discovery of the violation.

S. Injunctive Relief: It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Ordinance. If a person has violated or continues to violate the provisions of this ordinance, the City of Madison Heights may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

T. Appeal of Notice of Violation: In lieu of enforcement proceedings, penalties, and remedies authorized by this Ordinance, the City of Madison Heights may impose upon a violator's alternative compensatory actions; including, but not limited to: storm drain stenciling, attendance at compliance workshops, and creek cleanup.

U. Violations Deemed a Public Nuisance: In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this Ordinance is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense. The City of Madison Heights may also simultaneously or alternatively initiate a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance.

V. Criminal Prosecution:

- (1) Any person who violates this ordinance shall be guilty of a misdemeanor and subject to the penalties set forth in Sec 1-7 of the City of Madison Heights Code.

- (2) The City of Madison Heights may recover all attorney's fees; court costs; and other expenses associated with enforcement of this ordinance, including sampling and monitoring expenses.

W. Remedies Not Exclusive: The remedies listed in this ordinance are not exclusive of any other remedies available under any applicable federal, state, or local law and it is within the discretion of the authorized enforcement agency to seek cumulative remedies.

Section 2.

All Ordinances or parts of Ordinances in conflict with this Ordinance are repealed only to the extent necessary to give this Ordinance full force and effect

Section 3.

Should any section, subdivision, clause, or phrase of this Ordinance be declared by a Court of competent jurisdiction to be invalid, the validity of the Ordinance as a whole, or in part, shall not be affected other than the part invalidated.

Section 4.

All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this Ordinance takes effect are saved and may be consummated according to the law in force when they commenced.

Section 5.

This ordinance as ordered shall take effect ten (10) days after its adoption and upon publication.

Section 6.

A copy of this ordinance may be inspected or purchased at the City Clerk's office at 300 West Thirteen Mile Road, Madison Heights, Michigan, between the hours of 8:00 a.m. and 11:30 a.m. and between the hours of 12:30 p.m. and 4:30 p.m. on regular business days.

Voting Yea: Mayor Grafstein, Councilwoman Aaron, Mayor Pro Tem Bliss, Councilman Fleming, Councilman Soltis, Councilor Wright

Absent: Councilor Rohrbach

Motion carried.

COUNCIL COMMENTS:

Councilwoman Aaron recollected the Random Acts of Kindness week from when she first moved into the City 14 years ago and her mom's pleasure of meeting local celebrity Margene Scott. She announced that from February 14-20th, she is going to be kind to six senior citizens in the City and offered to help in any way; please reach out to her for assistance. She stated that another local celebrity, Jennifer Ramirez, was recognized globally for her snow storm sharks. Ms. Ramirez has become world renowned and she would like to honor her.

Mayor Pro Tem Bliss concurred that Councilwoman Scott is a celebrity. He stated that the last meeting was about looking forward, this meeting, we were able to honor those that helped to get us where we are today. He noted that he is looking forward to formally honoring these individuals at their naming ceremonies.

Councilor Wright wished all a Happy Black History Month. We want to make sure we are intentional and inclusive and thanked Anthony Austin for inviting him and Councilwoman Aaron to a presentation of Don Stiver artwork to Lamphere schools. He noted that he has been the beneficiary of Random Acts of Kindness in the City and he urged all to remember to be kind and recognize that we are all doing the best we can. He gave kudos to Jennifer Rameriez for her recognition and the encouragement she gives to all kids to be creative and do what you love.

Assistant City Attorney Burns stated that he had the privilege of serving on the County Board with both George Suarez and County Commissioner Gary McGillivray, and both are tremendous leaders for the community of Madison Heights. He stated that he is pleased that both have parks named after them and he thanked them for being inspirational leaders.

City Manager Marsh had no comments this evening.

City Clerk Rottmann had no comments this evening.

Councilman Fleming stated that Oakland County is holding a Veterans Resource Fair and lots of great resources will be available. The Fair is at the Plumbers Union Local 98 Hall located at 555 Horace Brown from 9 a.m. to noon. He wished City Attorney Larry Sherman a Happy Birthday.

Councilman Soltis noted that Councilwoman Margene Scott was always so nice and kind to him, and she is truly an inspiration to others. Her efforts on Random Acts of Kindness week really shows who she is as a person. Congratulations to Gary McGillivray on the naming of the park, you do a great job for the City and we appreciate it.

Mayor Grafstein thanked Mayor Pro Tem Bliss for chairing the last meeting while she attended a dinner with the Japanese Consulate. She stated that she took a bag with serval items representing the City and it was a great meeting and conversation. She discussed what makes a community, safety, and proposed planning and zoning changes to be more friendly to businesses. It was a great honor. She thanked the organizers of the Martin Luther King Vigil for inviting Council to participate. She also thanked those who attended a vigil honoring the victims of the horrendous killings in California. She stated that she enjoys going to the Coffee Concerts and thanked Councilwoman Scott for bringing Random Acts of Kindness to the City. The Memorial Day Parade Committee will be having a fundraiser March 24th. She thanked Andy McGillivray for his assistance in putting the Memorial Day Parade together. She stated that she agrees with proposed changes to the naming policy, including shortening the criteria to one-year after a death for eligibility for naming. She stated that all the applicants appointed this evening to the Charter Amendment study group are involved and engaged in the City and it is a good mix of residents; she thanked everyone who applied. The next City Council meeting is February 27th.

ADJOURNMENT

Having no further business, Mayor Grafstein adjourned the meeting at 8:50 p.m.

Memorandum

To: Melissa Marsh, City Manager

From: Cheryl Rottmann, City Clerk

Date: February 22, 2023

Re: February 2023 Boards and Commission Appointments

Attached is the listing of boards and commission vacancies as of February 22, 2023. The names of current members who are requesting reappointment are listed. Next to their names are the word "**WILLING.**" If there is an alternate member currently serving on a board that has a full-member opening, their name is listed with the word "***ALT TERM EXP.**" along with their alternate term-expiration date. All other applicants are then listed in the order their applications were received in the City Clerk's Office.

Staff is recommending that appointments to each board be approved in one motion. For example:

Environmental Citizens Committee:

Motion to appoint the following to the Environmental Citizens Committee:

John Doe, full term, expiring 2/28/26

Sally Volunteer, full term, expiring 2/28/26

Leader Jill, alternate term, expiring 2/28/25

Board and Commission Vacancies

BOARD	TERM TYPE	MAYOR'S APPT?	TERM LENGTH	TERM EXPIRATION	APPLICANTS FIRST NAME	LAST NAME	APP DATE
ARTS BOARD	R		3	8/31/2023	VASILIKI	HARRIS	2/9/2022
					WILLIAM	MEIR	2/18/2022
CONSTRUCTION BOARD OF APPEALS	R		2	8/31/2024			
	R		2	8/31/2024			
	R		2	8/31/2023			
CRIME COMMISSION	R	Y	3	8/31/2023	ROBERT	NOBLE	11/11/2022
					BETH	SCOTT	2/23/2022
DOWNTOWN DEVELOPMENT AUTHORITY/BROWNFIELD REDEVELOPMENT AUTHORITY	R	Y	4	2/28/2027	YOUSIF	JARBO	WILLING
	R	Y	4	2/28/2027	MICHAEL	VAN BUREN	WILLING
	R	Y	4	2/28/2027			
	R	Y	4	2/28/2025			
					ALEXANDRA	IAQUINTO	2/11/2022
ENVIRONMENTAL CITIZENS COMMITTEE	R		3	2/28/2026	JENNIFER	BARTLEMAN	WILLING
	R		3	2/28/2026	MICHAEL	SALLEY	WILLING
	R		3	2/28/2026	JASON	THEODOROFF	WILLING
	R		3	2/28/2026			
	A		3	2/28/2024			
	A		3	2/28/2026			
HISTORICAL COMMISSION	R		3	2/28/2026	MARGENE	SCOTT	WILLING
	R		3	2/28/2026			
	R		3	2/28/2026			
	R		3	2/28/2026			
	A		3	2/28/2025			
					ROBERT	KONENSKE	1/20/2023
HUMAN RELATIONS & EQUITY COMMISSION	R		2	8/31/2025			
	R		2	8/31/2025			
	R		2	8/31/2025			
	A		2	8/31/2025			
	A		2	8/31/2024			
	A		2	8/31/2024			

Board and Commission Vacancies - continued

BOARD	TERM TYPE	MAYOR'S APPT?	TERM LENGTH	TERM EXPIRATION	APPLICANTS FIRST NAME	LAST NAME	APP DATE
INFORMATION TECHNOLOGY ADVISORY COMMITTEE	R		3	2/28/2026	BRIAN	DAVIS	WILLING
	R		3	2/28/2026			
PARKS & RECREATION ADVISORY BOARD	R	Y	2	2/28/2025	JASON	THEODOROFF	WILLING
	R	Y	2	2/28/2025			
	R	Y	2	2/28/2025			
	R	Y	2	2/28/2024			
	A	Y	2	2/28/2025			
					LISA GARY	WRIGHT MCGILLIVRAY	ALT. WILLING EXP. 2/28/24 1/18/2022
PLANNING COMMISSION	R	Y	3	8/31/2025			
					BRIANA ANTHONY	CARLTON KLEPACKI	3/13/2022 6/28/2022
TAX BOARD OF REVIEW	R		2	2/28/2025	MARILYN	MAYLE	WILLING
	R		2	2/28/2025	BARBARA	KASTLE	WILLING
	R		2	2/28/2025	ELIZABETH	SHEILDS	WILLING
	R		2	2/28/2025	TYLER	HEMMINGSSEN	WILLING
	R		2	2/28/2025			
	R		2	2/28/2025			
					MARIE	BESSLER	2/22/2023
ZONING BOARD OF APPEALS	R		3	2/28/2026	LINDA	CORBETT	WILLING
	R		3	2/28/2026	MARGARET	MARENTETTE	WILLING

CITY OF MADISON HEIGHTS

ELECTRONIC COUNCIL AGENDA REQUEST FORM

SUBMITTED TO: Melissa R. Marsh, City Manager

SUBMITTED BY: Amy J. Mischak, HR Director/Purch Coord

DATE: 2/8/2023

FOR CONSIDERATION AT THE COUNCIL MEETING OF: 2/27/2023

ACTION REQUESTED

PRESENTATION	<input type="checkbox"/>	FUTURE PUBLIC HEARING	<input type="checkbox"/>
PUBLIC HEARING – SPECIAL APPROVAL	<input type="checkbox"/>	BID AWARDS/PURCHASES	<input checked="" type="checkbox"/>
PUBLIC HEARING – OTHER	<input type="checkbox"/>	ORDINANCE – FIRST	<input type="checkbox"/>
COMMUNICATION	<input type="checkbox"/>	ORDINANCE – SECOND	<input type="checkbox"/>
REPORT	<input type="checkbox"/>	OLD BUSINESS	<input type="checkbox"/>

DESCRIPTION OF ITEM

Community Development Block Grant (CDBG) Funded Yard Service – Lawn Service

IF ORDINANCE, CITE TITLE/CHAPTER SECTIONS

Click or tap here to enter text.

POLICY CONSIDERATION

To award the CDBG funded yard services/lawn service program contract to the lowest responsible bidder, Zimmerman Lawn & Snow, at a unit price of \$21.00 per lot for the 2023 mowing season, and to authorize the City to proceed to the next lowest responsible bidders, Michigan Mowers at unit pricing of \$28.50 per lot or Mobile Guru/Total Lawn Care at unit pricing of \$33.00 per lot in the unlikely event that the contract with Zimmerman is cancelled due to non-performance or other issues. The budgeted amount is not to exceed \$35,589 for the CDBG mowing season .

Financial Impact	<input type="checkbox"/>	Fee Waiver Proposed	<input type="checkbox"/>
Budgeted Fund Name(s)	Contractual Services	Department Name	Click or tap here to enter text.
Appropriated in Acct.	276-400-8180-000	Budget Amount	\$35,589
Amount Available in Acct.	\$35,589		
Second Account Number	Click or tap here to enter text.	Budget Amount	Click or tap here to enter text.
Amount Available in 2 nd Acct.	Click or tap here to enter text.	Revenue Generated	Click or tap here to enter text.
Other Comments	Click or tap here to enter text.		

REVIEW CHECKLIST

DEPARTMENT	Amy J. Mischak, HR Director/Purchasing Coord	DATE	2/8/2023
DEPARTMENT	Click or tap here to enter text.	DATE	Click or tap to enter a date.
CITY MANAGER	Click or tap here to enter text.	DATE	Click or tap to enter a date.

See P:/SHARED/COUNCIL AGENDA/FORMS

Rev. January 2004

ITEM # Click or tap here to enter text.

DATE: February 8, 2023

TO: Melissa R. Marsh, City Manager

FROM: Amy J. Mischak, HR Director/Purchasing Coordinator

RE: ITB 1061 – CDBG Lawn Services

In accordance with HUD regulations, the City posted a bid for CDBG funded lawn services. The bid was posted on the MITN online cooperative bidding system (www.mitn.info), where it was emailed to 197 vendors. Out of the 197 vendors who received notice online, 31 vendors downloaded the bid documents. On February 7, 2023, eight (8) electronic bids were opened.

The lowest qualified bidder is Zimmerman Lawn & Snow at \$21.00 per lot. Zimmerman has worked with the City throughout the years as the home chore lawn care vendor, and the owner John Purdue is familiar with the City's needs and the process. Staff is excited to work with John and his company once again, as the residents are familiar with his company and appreciate his level of service.

Staff and I would respectfully request that Council award the bid to the lowest responsible bidder Zimmerman Lawn & Snow for a one-year contract at the unit rate of \$21.00 per lot for the 2023 mowing season. We would also respectfully request that Council authorize the City to proceed to the next lowest qualified bidders, Michigan Mowers at unit pricing of \$28.50 per lot or Mobile Guru LLC/Total Lawn Care at unit pricing of \$33.00 per lot in the unlikely event that the contract with Zimmerman Lawn & Snow is cancelled due to non-performance or other issues.

Please let me know if you have any questions or concerns. Thank you for your consideration.

(users\ben_g\word\agenda items\ITB 1061 CDBG lawn services memo)

**CDBG
Bid Tabulation
Deadline February 7, 2023**

Description of Item: City of Madison Heights CDBG Lawn Services (Home Chore Mowing)

Bid #1061 # of Bids Sent: 197 # Vendors who downloaded specs: 31 # of Bids Received : 5

	Vendor	Phone #	Contact Person	Base Price/RFP Evaluation Points*	Price Per Lot	Comments
1	Zimmerman Lawn & Snow*	586-484-1721	John Purdue		\$21.00	
2	Michigan Mowers*	586-634-5068	Timothy Ross		\$28.50	
3	Mobile Guru LLC/Total Lawn Care	313-920-0602	Semaj McCarthy		\$33.00	
4	Ground Control Property Maint	313-727-9710	Douglas Nicholl		\$35.00	
5	Paradise Garden Landscaping*	586-944-0020	Zaid Hanna		\$35.00	
6	Winner's Circle Turf & Landscape/Gratiot*	586-859-7059	Wade Daley		\$36.00	
7	Xpert Lawn & Snow	248-721-0794	Corey Bambrugh		\$39.00	
8	Russell Landscaping	313-600-4883	Brett Russell		\$45.00	
JUSTIFICATION OF AWARD TO ABOVE NAMED BIDDER						

Is the recommended vendor the lowest qualified bidder? Yes

Did the recommended vendor quote the lowest price? Yes

If not, please justify (e.g. Did lowest bidder fail to meet specs? How?) N/A

* present on Zoom bid opening

PRICING SECTION

ALL FORMS (pages 8 through 11) must be completed in full and returned with your electronic bid.
PLEASE SEE PRIOR INSTRUCTIONS FOR ELECTRONIC SUBMITTAL
THE CITY IS NOT REQUIRING A BID BOND FOR ITB #1061

Join Zoom Meeting for Bid Opening ITB 1061 – CDBG Lawn Care:

Tuesday, February 7, 2023 - 2:05 pm

<https://us02web.zoom.us/j/8490182635>

Meeting ID: 849 018 2635

One tap mobile +13126266799,,8490182635# US (Chicago)

Number of full-time employees 5

Number of part-time employees 3

Years in Business: 29

List of Equipment to be used FOR THIS CONTRACT (attach additional sheets as necessary):
3-exmark lazer z 3-trailers weed whips stick edgers & backpack blowers

Price per lot (avg. 60' x 120') \$ 21.00

Payment Terms: Contractor will be paid on a bi-weekly basis.

COMPANY INFORMATION

Signature _____

Print name/title John Purdue (owner)

Company Zimmerman Lawn & Snow

Address 26830 Fernwood Roseville MI. 48066

Phone 586-484-1721 Fax _____ Date 1/30/23

Email: zimmermanzim@comcast.net

Questions regarding services to be provided should be directed to Jennifer Cowan at (248) 545-3464.

References:

Please list contact information for three (3) references; municipalities preferred:

1. Contact Name: Heather Parker
 Company/Municipality Name: City of Madison Heights
 Address: _____
 Contact Phone(248) 545-3464
 Contact Fax () _____
 Contact Email Address: _____
2. Contact Name: Elizabeth Goudie
 Company/Municipality Name: Macomb Community Action
 Address: _____
 Contact Phone(586) 469-5524
 Contact Fax () _____
 Contact Email Address: _____
3. Contact Name: Doug
 Company/Municipality Name: Oakview Apts.
 Address: _____
 Contact Phone(586) 598-0300
 Contact Fax () _____
 Contact Email Address: _____

INDEMNIFICATION, DEFEND AND HOLD HARMLESS AGREEMENT

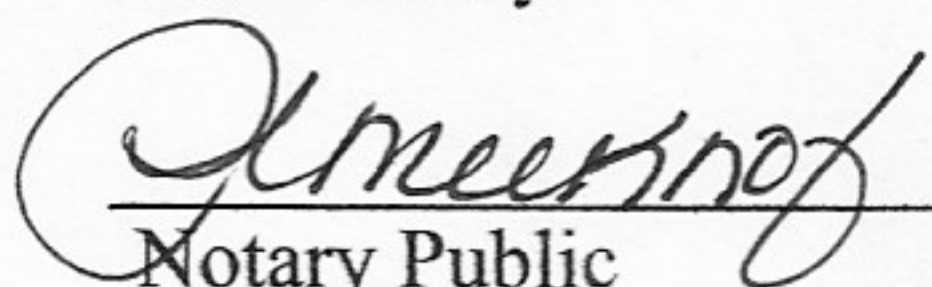
KNOW ALL MEN BY THESE PRESENTS: That Zimmerman Lawn & Snow (Contractor/Company)
By and through the undersigned John Purdue (Individual),
Its Owner (Title), respectively, agrees to indemnify and hold harmless the City of
Madison Heights, a Michigan Municipal Corporation, 300 W. Thirteen Mile Road, Madison Heights, Michigan
48071, (hereinafter "City"), its Council, officers, administrators, employees, attorneys, affiliates, successors and
assigns from any and all liability arising, directly or indirectly, from the following activity:

In the event any suit, proceeding, claim, loss, damage, cost, charge or expense shall be brought against the City,
its Council, officers, administrators, employees, attorneys, affiliates, successors and assigns by virtue of the
above-referenced activity, hereby covenants and agrees to assume the defense thereof and defend the same at its
own expense and pay all costs, charges, attorney fees and any other expenses related thereto. Notwithstanding
the foregoing, this Indemnification, Defend and Hold Harmless Agreement excludes the sole acts and/or the
sole omissions to act on the part of the City of Madison Heights.



(Signature of person submitting bid)

Subscribed and sworn this 30TH day of January, 2023 before me, a Notary Public in and for
said County.

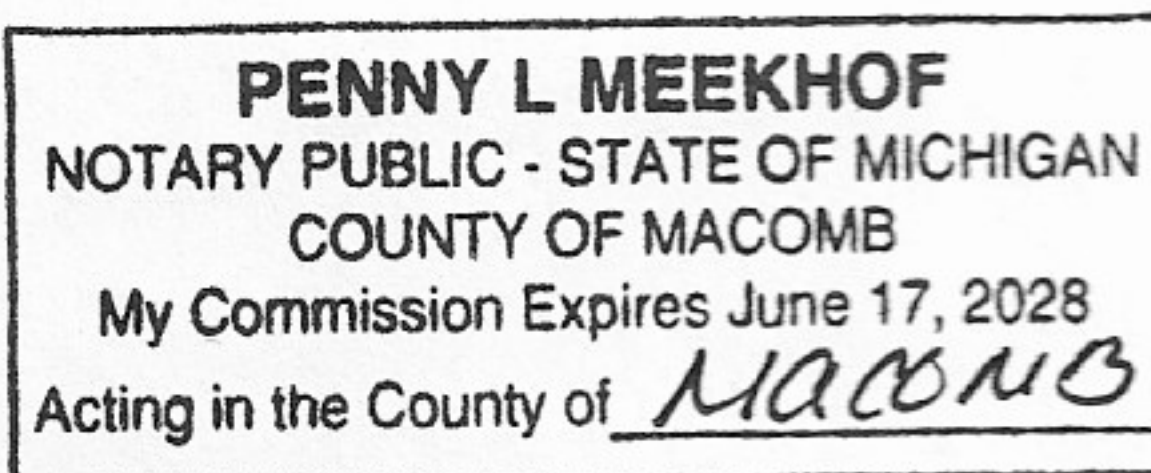


Notary Public

County of MACOMB

My Commission Expires: 6-17-2028

Acting in County of MACOMB



NON-COLLUSION AFFIDAVIT

Return this completed form with your sealed bid.

John Purdue

being duly sworn deposes and says:

That he/she is Owner of Zimmerman Lawn & Snow

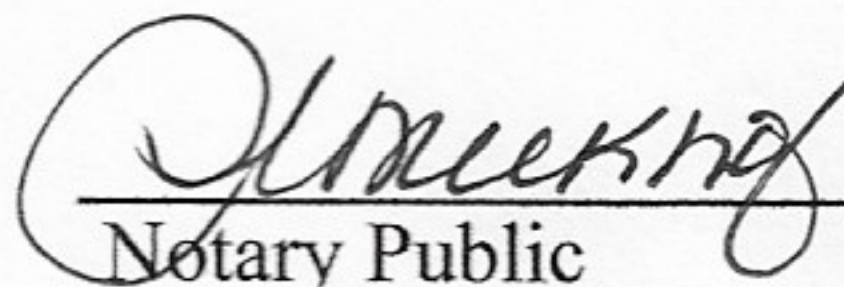
(state official capacity in firm)

The party making the foregoing proposal or bid, that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price or that of any other bidder, or to secure the advantage against the City of Madison Heights or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.



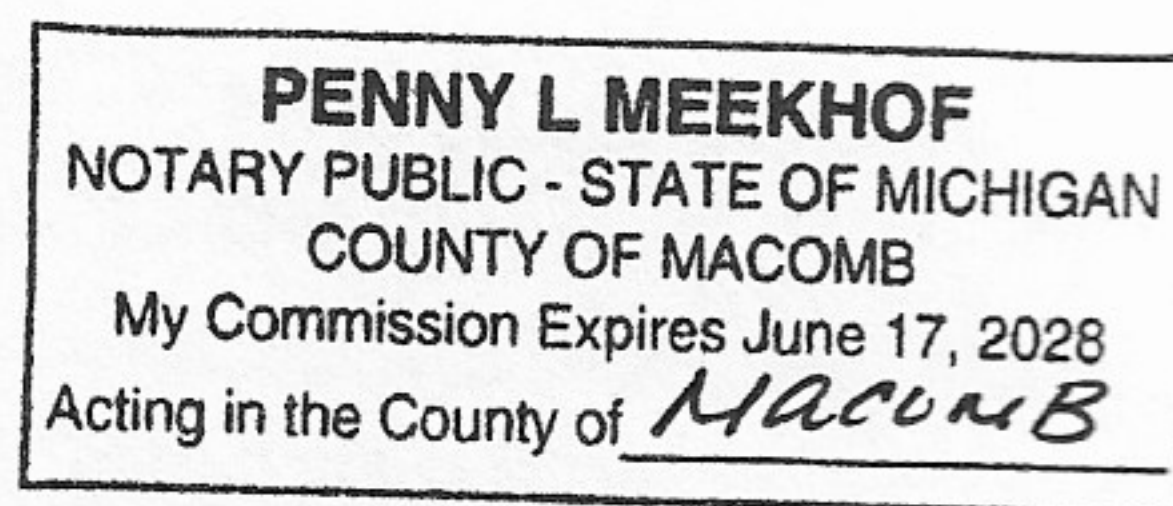
(Signature of person submitting bid)

Subscribed and sworn this 30TH day of January, 2023 before me, a Notary Public in and for said County.


Notary Public

My Commission Expires:

6.17.2028





Policy Number: 07012008

Date Entered: 03/10/2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2022

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 T. F. C. O'Connell Agency 27500 Farmington Rd Farmington Hills, MI 48314	CONTACT NAME:	
	PHONE (A/C, No, Ext): (248) 848-1900	FAX (A/C, No): (248) 848-1912
INSURED Zimmerman Lawn & Snow John Purdue dba 26830 Fernwood Roseville, MI 48066	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Home-Owners Insurance Company	
	INSURER B: The Travelers	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>		04813138	6/10/2021	6/10/2022	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000. MED EXP (Any one person) \$ 10,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 2,000,000. PRODUCTS - COMP/OP AGG \$ 2,000,000. \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		44-813-138-01	6/10/2021	6/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000. BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT INCLUDED			EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC-5B459187	6/30/2021	6/30/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ 500,000

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

State of Michigan

The City of Troy is named as addl insured CG2010 on the GL policy, including primary & noncontributory, including products and completed operations CG2037. The member, all elected and appointed officials, all employees & volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers, as per written contract.

Addl insured endorsement on above auto policy.

CERTIFICATE HOLDER**CANCELLATION**

The City of Troy 500 W Big Beaver Rd. Troy, MI 48084 jackie.ahlstrom@troymi.gov	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 Nancy O'Connell

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AGENDA ITEM SUMMARY FORM

MEETING DATE: 2/27

PREPARED BY: R. Corey Almas, Director of Public Services

AGENDA ITEM CONTENT: DPS - Bid Award: Major and Local Sectional Concrete Repairs

AGENDA ITEM SECTION: Bid Awards/Purchases

BUDGETED AMOUNT: \$1,050,000

FUNDS REQUESTED: \$965,230.90

FUND: Multiple

EXECUTIVE SUMMARY:

Due to the continuing increases in the price of concrete, materials, and labor, the Major and Local Sectional Concrete program is typically bid on an annual basis. Upon review, and as identified in the attached recommendation letter from Nowak and Fraus, our Consulting City Engineers, DiLisio Contracting, of Clinton Township, Michigan, was the low bid.

RECOMMENDATION:

Staff concurs with the recommendation of our City Engineer, and recommends that City Council award the bid for the 2023 Major and Local Sectional Concrete Repairs to the lowest responsible bidder, DiLisio Contracting, Inc., of Clinton Township, Michigan, for the total project amount of \$965,230.90.

MEMORANDUM

Item 8.

DATE: February 21, 2023

TO: Melissa R. Marsh, City Manager

FROM: Sean P. Ballantine, Public Works Supervisor
R. Corey Almas, Director of Public Services

SUBJECT: Bid Award – 2023 Major & Local Sectional Concrete Repairs

Due to the continuing increases in the price of concrete, materials, and labor, the Major and Local Sectional Concrete program is typically bid on an annual basis. Even more so in the last year, contractors are finding themselves unable to extend pricing for more than the initial contract term. The bid was prepared, and on February 15, six sealed bids were received at City Hall by the deadline. One bid was immediately rejected for insufficient paperwork. Upon review, and as identified in the attached recommendation letter from Nowak and Fraus, our Consulting City Engineers, DiLisio Contracting, of Clinton Township, Michigan, was the low bid.

DiLisio is a long-time concrete contractor for the City, and has completed many identical projects for the City of Madison Heights, as well as other area municipalities in recent years. The pricing received is favorable given the current market conditions, and is significantly lower than the original engineers estimate for the bid. We would also note that this bid award does not automatically commit the City to any projects in the upcoming 2023-24 fiscal year. Projects would not be authorized to start until funding was made available through the normal Budget process. These projects, assuming approval, would then be constructed by DiLisio under this contract.

Based on these facts, Staff concurs with the recommendation of our City Engineer, and recommends that City Council award the bid for the 2023 Major and Local Sectional Concrete Repairs to the lowest responsible bidder, DiLisio Contracting, Inc., of Clinton Township, Michigan, for the total project amount of \$965,230.90.

Department of Public Services

City of Madison Heights
801 Ajax Drive
Madison Heights, Michigan 48071

p (248) 589-2294 | f (248) 589-2679



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

Item 8.

February 17, 2023

City of Madison Heights
300 W. Thirteen Mile Road
Madison Heights, MI 48071

Att'n: Mr. R. Corey Almas, P.E. – Director of Public Services

Re: **2023 Major Street and Local Road Sectional Repair Project**
NFE Recommendation Letter – Award of Bid to Dilisio Contracting, Inc.
Madison Heights, Michigan

Dear Mr. Almas:

As you are aware, the City of Madison Heights received six sealed bids for the above referenced project during the public bid opening held on Wednesday, February 15, 2023 at the City offices. One bid was rejected at the opening for insufficient paperwork. At the completion of our bid analysis, it has been determined that Dilisio Contracting, Inc of Clinton Township, Michigan had submitted the lowest bid in the amount of \$965,230.90. Please find attached a copy of the "Tabulation of Bids" for your review and / or distribution.

Dilisio Contracting, Inc. has completed several similar projects over the course of several years for the City of Madison Heights. Dilisio Contracting, Inc has had exceptional past performance, exceptional municipal / contractor cooperation, and quality workmanship. In addition, based upon our investigation of their references we feel they are qualified to perform the work under this contract.

Therefore, we recommend that the contract for the 2023 Major Street and Local Road Sectional Repair Project in the City of Madison Heights be awarded to Dilisio Contracting, Inc. of Clinton Township, Michigan, in the amount of \$965,230.90. Given historical and current trends in cost, we feel this is reasonable and affords certainty in our construction cost going forward.

Should you have any questions, please feel free to contact our office at any time.

Very truly yours,

NOWAK & FRAUS ENGINEERS

Timothy L Germain,
PE

Timothy L. Germain, P.E.
Consulting City Engineer

Digitally signed by Timothy L Germain, PE
DN: cn=Timothy L Germain, PE, o=Nowak & Fraus
Engineers, ou=Engineering, email=tgermain@nfe-
engr.com, c=US
Date: 2023.02.17 09:07:12 -05'00'

TLG/cj - Enclosures

cc: City of Madison Heights - Melissa Marsh, City Manager (300 W. 13 Mile Road, Madison Heights, MI. 48071)
NFE - Brad Brickel, PE, Assistant City Engineer (46777 Woodward Ave, Pontiac, MI 48342)
NFE Project File N283, N284, N285, N427, N428, N429 / 2023

NOWAK & FRAUS ENGINEERS

46777 WOODWARD AVENUE
PONTIAC, MI 48342-5032

WWW.NOWAKFRAUS.COM

VOICE: 248.332.7931
FAX: 248.332.8257

Description	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
DARTMOUTH STREET - (12 MILE TO BELLAIRE)							
1 Remove & Replace 7" Concrete Pavement	2,160.00 S.Y.	\$67.30	\$145,368.00	\$75.00	\$162,000.00	\$84.00	\$181,440.00
2 Adjust Drainage Structure	8.00 EA.	\$200.00	\$1,600.00	\$375.00	\$3,000.00	\$725.00	\$5,800.00
3 Restoration	100.00 S.Y.	\$1.00	\$100.00	\$20.00	\$2,000.00	\$8.00	\$800.00
2 Maintaining Traffic & Const. Signing	1.00 L.S.	\$2,000.00	\$2,000.00	\$7,000.00	\$7,000.00	\$3,500.00	\$3,500.00
Subtotal:			\$149,068.00		\$174,000.00		\$191,540.00

Description	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
LOCAL RESIDENTIAL SECTIONAL NON-R - (VARIOUS LOCATIONS)							
1 Remove & Replace 7" Concrete Pavement	1,050.00 S.Y.	\$67.30	\$70,665.00	\$75.00	\$78,750.00	\$84.00	\$88,200.00
2 Adjust Drainage Structure	4.00 EA.	\$200.00	\$800.00	\$375.00	\$1,500.00	\$725.00	\$2,900.00
3 Restoration	50.00 S.Y.	\$1.00	\$50.00	\$20.00	\$1,000.00	\$8.00	\$400.00
2 Maintaining Traffic & Const. Signing	1.00 L.S.	\$2,000.00	\$2,000.00	\$7,000.00	\$7,000.00	\$3,500.00	\$3,500.00
Subtotal:			\$73,515.00		\$88,250.00		\$95,000.00

GV Cement Contracting Co. - \$1,452,900.00
Cipparrone Contracting, Inc. - \$1,078,802.50

Grand total:

\$965,230.90

\$1,209,365.00

\$1,323,040.00

Engineer's Estimate - \$1,137,000

* Bid Adjusted by Engineer (Arithmetic Error)

I hereby certify that this is a true and accurate copy of
the bids received, read, and tabulated for this project.


William Fowler, P.E. - Engineer III

2/16/2023



AGENDA ITEM SUMMARY FORM

MEETING DATE: 2/27

PREPARED BY: R. Corey Almas, Director of Public Services

AGENDA ITEM CONTENT: DPS - Bid Award: 2023 R-3 Residential Road Projects

AGENDA ITEM SECTION: Bid Awards/Purchases

BUDGETED AMOUNT: \$2,249,000

FUNDS REQUESTED: \$1,633,871.56

FUND: Multiple

EXECUTIVE SUMMARY:

In January of this year, Cipparrone Contracting, our current contractor for the R-3 Road Construction Program and the Major and Local Sectional Projects, informed us that due to the unprecedented increases in the price of concrete, materials, and labor, they would be unable to extend the contract for the R-3 Projects.

RECOMMENDATION:

Staff concurs with the recommendation of our City Engineer, and recommends that City Council award the bid for the 2023 R-3 Residential Road Projects to the lowest responsible bidder, DiLisio Contracting, Inc., of Clinton Township, Michigan, for the total project amount of \$1,633,871.56.

MEMORANDUM

Item 9.

DATE: February 21, 2023
TO: Melissa R. Marsh, City Manager
FROM: Sean P. Ballantine, Public Works Supervisor
R. Corey Almas, Director of Public Services
SUBJECT: Bid Award – 2023 R-3 Residential Road Projects

In January of this year, Cipparrone Contracting, our current contractor for the R-3 Road Construction Program and the Major and Local Sectional Projects, informed us that due to the unprecedented increases in the price of concrete, materials, and labor, they would be unable to extend the contract for the R-3 Projects (attached). On February 15, seven sealed bids were received at City Hall by the deadline. One bid was immediately rejected due to insufficient paperwork. Upon review, and as identified in the attached recommendation letter from Nowak and Fraus, our Consulting City Engineers, DiLisio Contracting, of Clinton Township, Michigan was the low bidder.

DiLisio Contracting is an experienced long-time vendor of the City of Madison Heights for this program, and similar projects for other area municipalities. Staff would also note that this bid award does not automatically commit the City to any projects in the upcoming 2023-24 fiscal year. Projects would not be authorized to start until funding was made available through the normal Budget process. These projects, assuming approval, would then be constructed by DiLisio under this contract. Based on current trends in cost and availability of materials and labor, Staff concurs with the recommendation of our City Engineer, and recommends that City Council award the bid for the 2023 R-3 Residential Road Projects to the lowest responsible bidder, DiLisio Contracting, Inc., of Clinton Township, Michigan, for the total project amount of \$1,633,871.56.

Department of Public Services

City of Madison Heights
801 Ajax Drive
Madison Heights, Michigan 48071

p (248) 589-2294 | f (248) 589-2679

29200 Southfield Rd. • Suite 100 • Southfield, MI 48076
248-424-3888 • Fax: 248-424-3880

January 11, 2023

Mr. Brad Brickel
Nowak & Fraus Engineers
46777 Woodward
Pontiac, Michigan 48432

RE: City of Madison Heights
R3 2022 RESIDENTIAL STREETS PAVEMENT
RECONSTRUCTION & SECTIONAL REPAIR

Dear Mr. Brickel,

Cipparrone Contracting, Inc. (CCI) is providing Notice that we will be unable to fulfill the one-year and two-year extensions on the above referenced contract. Since the time of our bid in March, our concrete supplier and trucking broker have each experienced significant cost increases such that they are unable to honor previously quoted pricing on projects.

As a result of a volatile cement market the past six months, the industry has seen shortages in material and unprecedented price increases. Our Ready-Mix Concrete supplier has sent us an increase in an amount of 23% for the 2023 season.

An increase in market demand as well as rising fuel costs have led our Trucking Broker to increase their pricing by 22% for Hourly Trucking in the 2023 season.

These significant costs are above and beyond what was factored into the extension of contract percent increase to the original bid unit prices.

CCI asks the City to understand the financial burden these unprecedented cost increases would put us in by extending this contract for two additional years.

If you have any questions or require additional information, feel free to contact me.

Sincerely,

Robert Hallerman Robert Hallerman
Jan 11 2023 10:41 AM

Robert Hallerman
Cipparrone Contracting, Inc.



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

Item 9.

February 17, 2023

City of Madison Heights
300 W. Thirteen Mile Road
Madison Heights, MI 48071

Att'n: Mr. R. Corey Almas, P.E. – Director of Public Services

Re: **R-3 2023 Residential Streets Pavement Reconstruction & Sectional Repair Project**
NFE Recommendation Letter – Award of Bid to Dilisio Contracting, Inc.
Madison Heights, Michigan

Dear Mr. Almas:

As you are aware, the City of Madison Heights received seven sealed bids for the above referenced project during the public bid opening held on Wednesday, February 15, 2023 at the City offices. One bid was rejected at the opening for insufficient paperwork. At the completion of our bid analysis, it has been determined that Dilisio Contracting, Inc of Clinton Township, Michigan had submitted the lowest bid in the amount of \$1,633,871.56. Please find attached a copy of the "Tabulation of Bids" for your review and / or distribution.

Dilisio Contracting, Inc. has completed several similar projects over the course of several years for the City of Madison Heights. Dilisio Contracting, Inc has had exceptional past performance, exceptional municipal / contractor cooperation, and quality workmanship. In addition, based upon our investigation of their references we feel they are qualified to perform the work under this contract.

Therefore, we recommend that the contract for the R-3 2023 Residential Streets Pavement Reconstruction & Sectional Repair Project in the City of Madison Heights be awarded to Dilisio Contracting, Inc. of Clinton Township, Michigan, in the amount of \$1,633,871.56. Given historical and current trends in cost, we feel this is reasonable and affords certainty in our construction cost going forward.

Should you have any questions, please feel free to contact our office at any time.

Very truly yours,

NOWAK & FRAUS ENGINEERS

Timothy L Germain,  Digitally signed by Timothy L Germain, PE
DN: cn=Timothy L Germain, PE, o=Nowak & Fraus
Engineers, ou=Engineering, email=tgermain@nfe-
engr.com, c=US
Date: 2023.02.17 09:06:36 -05'00'

Timothy L. Germain, P.E.
Consulting City Engineer

TLG/cj - Enclosures

cc: City of Madison Heights – Melissa Marsh, City Manager (300 W. 13 Mile Road, Madison Heights, MI. 48071)
NFE – Brad Brickel, PE, Assistant City Engineer (46777 Woodward Avenue, Pontiac, MI 48332)
NFE Project File N250, N251, N252, N253, N254, N255 & N282 / 2023

NOWAK & FRAUS ENGINEERS

46777 WOODWARD AVENUE
PONTIAC, MI 48342-5032

WWW.NOWAKFRAUS.COM

VOICE: 248.332.7931
FAX: 248.332.8257

Tabulation of Bids - City of Madison Heights

City of Madison Heights
300 W. Thirteen Mile Road
Madison Heights, Michigan 48071

Project: Name: R3 2023 Residential Streets Pavement
Reconstruction & Sectional Repair Project
Bid #1062

Bids Received: Wednesday, February 15, 2023 - 10:00 A.M.

First Lowest Bidder

Dilisio Contracting
23525 Lakepointe Drive
Clinton Township, MI 48036
Ph: (586) 783-4044
Email: josefdilisio@sbcglobal.net

Second Lowest Bidder

Great Lakes Contracting
2300 Edinburgh
Waterford, MI 48328
Ph: (313) 962-0400
Email: Tom@Greatlakescont.com

Third Lowest Bidder

Mark Anthony Contracting
4844 Old Plank
Milford, Mi. 48381
Ph: (248) 606-7727
Fax: (586) 884-0532

Description	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
HAMPDEN STREET – MODIFIED SECTIONAL (ANDOVER TO GREIG)							
1 Pavement Removal	2,200.00 S.Y.	\$10.50	\$23,100.00	\$12.00	\$26,400.00	\$13.70	\$30,140.00
2 Sidewalk Removal	150.00 S.Y.	\$13.00	\$1,950.00	\$9.50	\$1,425.00	\$18.73	\$2,809.50
3 Earth Excavation	225.00 C.Y.	\$20.00	\$4,500.00	\$28.75	\$6,468.75	\$22.71	\$5,109.75
4 Subgrade Undercutting, 21 AA	25.00 C.Y.	\$50.00	\$1,250.00	\$65.00	\$1,625.00	\$78.72	\$1,968.00
5 Subgrade Undercutting, 1" - 3"	25.00 C.Y.	\$55.00	\$1,375.00	\$70.00	\$1,750.00	\$91.63	\$2,290.75
6 Fill, Aggregate Base - 21 AA	175.00 TON	\$20.00	\$3,500.00	\$40.80	\$7,140.00	\$37.97	\$6,644.75
7 Aggregate Base, 4" CIP - 21 AA	590.00 S.Y.	\$9.00	\$5,310.00	\$9.75	\$5,752.50	\$7.74	\$4,566.60
8 Maintenance Aggregate	25.00 TON	\$20.00	\$500.00	\$37.40	\$935.00	\$32.90	\$822.50
9 7" NR Concrete Pavement w/ Integral C. & G.	1,800.00 S.Y.	\$56.80	\$102,240.00	\$60.20	\$108,360.00	\$64.62	\$116,316.00
10 4" Concrete Sidewalk	600.00 S.F.	\$5.75	\$3,450.00	\$7.00	\$4,200.00	\$8.00	\$4,800.00
11 6" Concrete Sidewalk	750.00 S.F.	\$6.50	\$4,875.00	\$8.25	\$6,187.50	\$10.03	\$7,522.50
12 6" Concrete Drive Approach	3,800.00 S.F.	\$6.50	\$24,700.00	\$8.25	\$31,350.00	\$8.39	\$31,882.00
13 Adjust Curb Stop Box	1.00 EA.	\$100.00	\$100.00	\$375.00	\$375.00	\$178.92	\$178.92
14 Adjust Drainage Structure	7.00 EA.	\$250.00	\$1,750.00	\$575.00	\$4,025.00	\$351.45	\$2,460.15
15 Reconstruct Drainage Structure	4.00 EA.	\$400.00	\$1,600.00	\$650.00	\$2,600.00	\$1,054.35	\$4,217.40
16 Drainage Structure Cover	2,800.00 LBS	\$1.80	\$5,040.00	\$2.50	\$7,000.00	\$2.67	\$7,476.00
17 Reconnect/Reconstruct Sanitary Lead - Complete	2.00 EA.	\$0.01	\$0.02	\$450.00	\$900.00	\$1,560.44	\$3,120.88
18 Class A Sod	900.00 S.Y.	\$5.00	\$4,500.00	\$6.10	\$5,490.00	\$7.67	\$6,903.00
19 Topsoil Surface, 3" - Complete	900.00 S.Y.	\$5.00	\$4,500.00	\$4.60	\$4,140.00	\$5.75	\$5,175.00
20 Water (1,000 Gallon/Unit)	90.00 UNIT	\$20.00	\$1,800.00	\$10.20	\$918.00	\$12.78	\$1,150.20
21 Non-Woven Geotextile Fabric, 8 Oz.	100.00 S.Y.	\$2.00	\$200.00	\$9.00	\$900.00	\$3.83	\$383.00
22 Hunter PGP Sprinkler Head	15.00 EA.	\$20.00	\$300.00	\$71.10	\$1,066.50	\$89.46	\$1,341.90
23 Rainbird 1800 Sprinkler Head	15.00 EA.	\$20.00	\$300.00	\$68.10	\$1,021.50	\$85.63	\$1,284.45
24 Clamps & Fittings	30.00 EA.	\$10.00	\$300.00	\$3.10	\$93.00	\$3.83	\$114.90
25 Poly Pipe 3/4" - 1" Diameter	300.00 L.F.	\$2.50	\$750.00	\$6.10	\$1,830.00	\$7.67	\$2,301.00
26 Dust Control	5.00 EA.	\$0.01	\$0.05	\$550.00	\$2,750.00	\$715.68	\$3,578.40
27 Video Recording Existing Conditions	1.00 L.S.	\$500.00	\$500.00	\$600.00	\$600.00	\$319.50	\$319.50
28 Maintaining Traffic & Const. Signing	1.00 L.S.	\$5,000.00	\$5,000.00	\$6,600.00	\$6,600.00	\$8,543.43	\$8,543.43
		Subtotal:	\$203,390.07		\$241,902.75		\$263,420.48

Description	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BRETTONWOODS STREET – MODIFIED SECTIONAL (ANDOVER TO GREIG)							
1 Pavement Removal	2,150.00 S.Y.	\$10.50	\$22,575.00	\$12.00	\$25,800.00	\$13.70	\$29,455.00
2 Sidewalk Removal	205.00 S.Y.	\$13.00	\$2,665.00	\$9.50	\$1,947.50	\$18.73	\$3,839.65
3 Earth Excavation	275.00 C.Y.	\$20.00	\$5,500.00	\$28.75	\$7,906.25	\$22.71	\$6,245.25
4 Subgrade Undercutting, 21 AA	25.00 C.Y.	\$50.00	\$1,250.00	\$65.00	\$1,625.00	\$78.72	\$1,968.00
5 Subgrade Undercutting, 1" - 3"	25.00 C.Y.	\$55.00	\$1,375.00	\$70.00	\$1,750.00	\$91.63	\$2,290.75
6 Fill, Aggregate Base - 21 AA	165.00 TON	\$20.00	\$3,300.00	\$40.80	\$6,732.00	\$37.97	\$6,265.05
7 Aggregate Base, 4" CIP - 21 AA	950.00 S.Y.	\$9.00	\$8,550.00	\$9.75	\$9,262.50	\$7.74	\$7,353.00
8 Maintenance Aggregate	50.00 TON	\$20.00	\$1,000.00	\$37.40	\$1,870.00	\$32.90	\$1,645.00
9 7" NR Concrete Pavement w/ Integral C. & G.	1,800.00 S.Y.	\$56.80	\$102,240.00	\$60.20	\$108,360.00	\$64.62	\$116,316.00
10 4" Concrete Sidewalk	3,200.00 S.F.	\$5.75	\$18,400.00	\$7.00	\$22,400.00	\$6.08	\$19,456.00
11 6" Concrete Sidewalk	1,700.00 S.F.	\$6.50	\$11,050.00	\$8.25	\$14,025.00	\$8.05	\$13,685.00
12 6" Concrete Drive Approach	3,575.00 S.F.	\$6.50	\$23,237.50	\$8.25	\$29,493.75	\$7.69	\$27,491.75
13 Adjust Curb Stop Box	1.00 EA.	\$100.00	\$100.00	\$375.00	\$375.00	\$178.92	\$178.92
14 Adjust Drainage Structure	4.00 EA.	\$250.00	\$1,000.00	\$575.00	\$2,300.00	\$287.55	\$1,150.20
15 Reconstruct Drainage Structure	2.00 EA.	\$400.00	\$800.00	\$650.00	\$1,300.00	\$1,054.35	\$2,108.70
16 Drainage Structure Cover	1,600.00 LBS	\$1.80	\$2,880.00	\$2.50	\$4,000.00	\$2.67	\$4,272.00
17 Reconnect/Reconstruct Sanitary Lead - Complete	2.00 EA.	\$0.01	\$0.02	\$450.00	\$900.00	\$1,560.44	\$3,120.88
18 Class A Sod	1,075.00 S.Y.	\$5.00	\$5,375.00	\$6.10	\$6,557.50	\$7.67	\$8,245.25
19 Topsoil Surface, 3" - Complete	1,075.00 S.Y.	\$5.00	\$5,375.00	\$4.60	\$4,945.00	\$5.75	\$6,181.25
20 Water (1,000 Gallon/Unit)	105.00 UNIT	\$20.00	\$2,100.00	\$10.20	\$1,071.00	\$12.78	\$1,341.90
21 Non-Woven Geotextile Fabric, 8 Oz.	100.00 S.Y.	\$2.00	\$200.00	\$9.00	\$900.00	\$3.83	\$383.00
22 Hunter PGP Sprinkler Head	15.00 EA.	\$20.00	\$300.00	\$71.10	\$1,066.50	\$89.46	\$1,341.90
23 Rainbird 1800 Sprinkler Head	15.00 EA.	\$20.00	\$300.00	\$68.10	\$1,021.50	\$85.63	\$1,284.45
24 Clamps & Fittings	30.00 EA.	\$10.00	\$300.00	\$3.10	\$93.00	\$3.83	\$114.90
25 Poly Pipe 3/4" - 1" Diameter	300.00 L.F.	\$2.50	\$750.00	\$6.10	\$1,830.00	\$7.67	\$2,301.00
26 Dust Control	5.00 EA.	\$0.01	\$0.05	\$550.00	\$2,750.00	\$715.68	\$3,578.40
27 Video Recording Existing Conditions	1.00 L.S.	\$500.00	\$500.00	\$600.00	\$600.00	\$319.50	\$319.50
28 Maintaining Traffic & Const. Signing	1.00 L.S.	\$2,000.00	\$2,000.00	\$6,600.00	\$6,600.00	\$8,543.43	\$8,543.43
		Subtotal:	\$223,122.57		\$267,481.50		\$280,476.13

Description	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BRETTONWOODS STREET – MODIFIED SECTIONAL (GREIG TO 11 MILE)							
1 Pavement Removal	2,250.00 S.Y.	\$10.50	\$23,625.00	\$12.00	\$27,000.00	\$13.70	\$30,825.00
2 Sidewalk Removal	235.00 S.Y.	\$13.00	\$3,055.00	\$9.50	\$2,232.50	\$18.73	\$4,401.55
3 Earth Excavation	275.00 C.Y.	\$20.00	\$5,500.00	\$28.75	\$7,906.25	\$22.71	\$6,245.25
4 Subgrade Undercutting, 21 AA	25.00 C.Y.	\$50.00	\$1,250.00	\$65.00	\$1,625.00	\$78.72	\$1,968.00
5 Subgrade Undercutting, 1" - 3"	25.00 C.Y.	\$55.00	\$1,375.00	\$70.00	\$1,750.00	\$91.63	\$2,290.75
6 Fill, Aggregate Base - 21 AA	225.00 TON	\$20.00	\$4,500.00	\$40.80	\$9,180.00	\$37.97	\$8,543.25
7 Aggregate Base, 4" CIP - 21 AA	940.00 S.Y.	\$9.00	\$8,460.00	\$9.75	\$9,165.00	\$7.74	\$7,275.60
8 Maintenance Aggregate	50.00 TON	\$20.00	\$1,000.00	\$37.40	\$1,870.00	\$32.90	\$1,645.00
9 8" NR Concrete Pavement w/ Integral C. & G.	75.00 S.Y.	\$70.00	\$5,250.00	\$75.00	\$5,625.00	\$74.12	\$5,559.00
10 7" NR Concrete Pavement w/ Integral C. & G.	1,860.00 S.Y.	\$56.80	\$105,648.00	\$60.20	\$111,972.00	\$64.62	\$120,193.20
11 4" Concrete Sidewalk	1,950.00 S.F.	\$5.75	\$11,212.50	\$7.00	\$13,650.00	\$6.08	\$11,856.00
12 6" Concrete Sidewalk	2,700.00 S.F.	\$6.50	\$17,550.00	\$8.25	\$22,275.00	\$8.05	\$21,735.00
13 8" Concrete Sidewalk	250.00 S.F.	\$8.00	\$2,000.00	\$9.25	\$2,312.50	\$9.24	\$2,310.00
14 6" Concrete Sidewalk Ramp	150.00 S.F.	\$10.00	\$1,500.00	\$12.50	\$1,875.00	\$11.89	\$1,783.50
15 6" Concrete Drive Approach	3,000.00 S.F.	\$6.50	\$19,500.00	\$8.25	\$24,750.00	\$7.69	\$23,070.00
16 8" Concrete Drive Approach	400.00 S.F.	\$8.00	\$3,200.00	\$9.25	\$3,700.00	\$9.63	\$3,852.00
17 Adjust Curb Stop Box	1.00 EA.	\$100.00	\$100.00	\$375.00	\$375.00	\$178.92	\$178.92
18 Adjust Drainage Structure	10.00 EA.	\$250.00	\$2,500.00	\$575.00	\$5,750.00	\$351.45	\$3,514.50
19 Reconstruct Drainage Structure	4.00 EA.	\$400.00	\$1,600.00	\$650.00	\$2,600.00	\$1,054.35	\$4,217.40
20 Drainage Structure Cover	4,000.00 LBS	\$1.80	\$7,200.00	\$2.50	\$10,000.00	\$2.67	\$10,680.00
21 Reconnect/Reconstruct Sanitary Lead - Complete	2.00 EA.	\$0.01	\$0.02	\$450.00	\$900.00	\$1,560.44	\$3,120.88
22 Class A Sod	1,400.00 S.Y.	\$5.00	\$7,000.00	\$6.10	\$8,540.00	\$7.67	\$10,738.00
23 Topsoil Surface, 3" - Complete	1,400.00 S.Y.	\$5.00	\$7,000.00	\$4.60	\$6,440.00	\$5.75	\$8,050.00
24 Water (1,000 Gallon/Unit)	140.00 UNIT	\$20.00	\$2,800.00	\$10.20	\$1,428.00	\$12.78	\$1,789.20
25 Non-Woven Geotextile Fabric, 8 Oz.	100.00 S.Y.	\$2.00	\$200.00	\$9.00	\$900.00	\$3.83	\$383.00
26 Hunter PGP Sprinkler Head	15.00 EA.	\$20.00	\$300.00	\$71.10	\$1,066.50	\$89.46	\$1,341.90
27 Rainbird 1800 Sprinkler Head	15.00 EA.	\$20.00	\$300.00	\$68.10	\$1,021.50	\$85.63	\$1,284.45
28 Clamps & Fittings	30.00 EA.	\$10.00	\$300.00	\$3.10	\$93.00	\$3.83	\$114.90
29 Poly Pipe 3/4" - 1" Diameter	300.00 L.F.	\$2.50	\$750.00	\$6.10	\$1,830.00	\$7.67	\$2,301.00
30 Dust Control	5.00 EA.	\$0.01	\$0.05	\$550.00	\$2,750.00	\$715.68	\$3,578.40
31 Video Recording Existing Conditions	1.00 L.S.	\$500.00	\$500.00	\$600.00	\$600.00	\$319.50	\$319.50
32 Maintaining Traffic & Const. Signing	1.00 L.S.	\$2,000.00	\$2,000.00	\$6,600.00	\$6,600.00	\$8,543.43	\$8,543.43
		Subtotal:	\$247,175.57		\$297,782.25		\$313,708.58

Description	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
DARTMOUTH STREET – MODIFIED SECTIONAL (ANDOVER TO GREIG)							
1 Pavement Removal	2,200.00 S.Y.	\$10.50	\$23,100.00	\$12.00	\$26,400.00	\$13.70	\$30,140.00
2 Sidewalk Removal	65.00 S.Y.	\$13.00	\$845.00	\$9.50	\$617.50	\$18.73	\$1,217.45
3 Earth Excavation	175.00 C.Y.	\$20.00	\$3,500.00	\$28.75	\$5,031.25	\$22.71	\$3,974.25
4 Subgrade Undercutting, 21 AA	25.00 C.Y.	\$50.00	\$1,250.00	\$65.00	\$1,625.00	\$78.72	\$1,968.00
5 Subgrade Undercutting, 1" - 3"	25.00 C.Y.	\$55.00	\$1,375.00	\$70.00	\$1,750.00	\$91.63	\$2,290.75
6 Fill, Aggregate Base - 21 AA	160.00 TON	\$20.00	\$3,200.00	\$40.80	\$6,528.00	\$37.97	\$6,075.20
7 Aggregate Base, 4" CIP - 21 AA	500.00 S.Y.	\$9.00	\$4,500.00	\$9.75	\$4,875.00	\$7.74	\$3,870.00
8 Maintenance Aggregate	25.00 TON	\$20.00	\$500.00	\$37.40	\$935.00	\$32.90	\$822.50
9 7" NR Concrete Pavement w/ Integral C. & G.	1,800.00 S.Y.	\$56.80	\$102,240.00	\$60.20	\$108,360.00	\$64.62	\$116,316.00
10 4" Concrete Sidewalk	250.00 S.F.	\$5.75	\$1,437.50	\$7.00	\$1,750.00	\$8.00	\$2,000.00
11 6" Concrete Sidewalk	250.00 S.F.	\$6.50	\$1,625.00	\$8.25	\$2,062.50	\$10.03	\$2,507.50
12 6" Concrete Drive Approach	3,925.00 S.F.	\$6.50	\$25,512.50	\$8.25	\$32,381.25	\$7.69	\$30,183.25
13 Adjust Curb Stop Box	1.00 EA.	\$100.00	\$100.00	\$375.00	\$375.00	\$178.92	\$178.92
14 Adjust Drainage Structure	8.00 EA.	\$250.00	\$2,000.00	\$575.00	\$4,600.00	\$351.45	\$2,811.60
15 Reconstruct Drainage Structure	4.00 EA.	\$400.00	\$1,600.00	\$650.00	\$2,600.00	\$1,054.35	\$4,217.40
16 Drainage Structure Cover	2,300.00 LBS	\$1.80	\$4,140.00	\$2.50	\$5,750.00	\$2.67	\$6,141.00
17 Reconnect/Reconstruct Sanitary Lead - Complete	2.00 EA.	\$0.01	\$0.02	\$450.00	\$900.00	\$1,560.44	\$3,120.88
18 Class A Sod	900.00 S.Y.	\$5.00	\$4,500.00	\$6.10	\$5,490.00	\$7.67	\$6,903.00
19 Topsoil Surface, 3" - Complete	900.00 S.Y.	\$5.00	\$4,500.00	\$4.60	\$4,140.00	\$5.75	\$5,175.00
20 Water (1,000 Gallon/Unit)	90.00 UNIT	\$20.00	\$1,800.00	\$10.20	\$918.00	\$12.78	\$1,150.20
21 Non-Woven Geotextile Fabric, 8 Oz.	100.00 S.Y.	\$2.00	\$200.00	\$9.00	\$900.00	\$3.83	\$383.00
22 Hunter PGP Sprinkler Head	15.00 EA.	\$20.00	\$300.00	\$71.10	\$1,066.50	\$89.46	\$1,341.90
23 Rainbird 1800 Sprinkler Head	15.00 EA.	\$20.00	\$300.00	\$68.10	\$1,021.50	\$85.63	\$1,284.45
24 Clamps & Fittings	30.00 EA.	\$10.00	\$300.00	\$3.10	\$93.00	\$3.83	\$114.90
25 Poly Pipe 3/4" - 1" Diameter	300.00 L.F.	\$2.50	\$750.00	\$6.10	\$1,830.00	\$7.67	\$2,301.00
26 Dust Control	5.00 EA.	\$0.01	\$0.05	\$550.00	\$2,750.00	\$715.68	\$3,578.40
27 Video Recording Existing Conditions	1.00 L.S.	\$500.00	\$500.00	\$600.00	\$600.00	\$319.50	\$319.50
28 Maintaining Traffic & Const. Signing	1.00 L.S.	\$2,000.00	\$2,000.00	\$6,600.00	\$6,600.00	\$8,543.43	\$8,543.43
Subtotal:			\$192,075.07		\$231,949.50		\$248,929.48

Description	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BARRINGTON STREET – MODIFIED SECTIONAL (ANDOVER TO GREIG)							
1 Pavement Removal	1,850.00 S.Y.	\$10.50	\$19,425.00	\$12.00	\$22,200.00	\$13.70	\$25,345.00
2 Sidewalk Removal	65.00 S.Y.	\$13.00	\$845.00	\$9.50	\$617.50	\$18.73	\$1,217.45
3 Earth Excavation	120.00 C.Y.	\$20.00	\$2,400.00	\$28.75	\$3,450.00	\$22.71	\$2,725.20
4 Subgrade Undercutting, 21 AA	25.00 C.Y.	\$50.00	\$1,250.00	\$65.00	\$1,625.00	\$78.72	\$1,968.00
5 Subgrade Undercutting, 1" - 3"	25.00 C.Y.	\$55.00	\$1,375.00	\$70.00	\$1,750.00	\$91.63	\$2,290.75
6 Fill, Aggregate Base - 21 AA	140.00 TON	\$20.00	\$2,800.00	\$40.80	\$5,712.00	\$37.97	\$5,315.80
7 Aggregate Base, 4" CIP - 21 AA	160.00 S.Y.	\$9.00	\$1,440.00	\$9.75	\$1,560.00	\$7.74	\$1,238.40
8 Maintenance Aggregate	25.00 TON	\$20.00	\$500.00	\$37.40	\$935.00	\$32.90	\$822.50
9 7" NR Concrete Pavement w/ Integral C. & G.	1,650.00 S.Y.	\$56.80	\$93,720.00	\$60.20	\$99,330.00	\$64.62	\$106,623.00
10 4" Concrete Sidewalk	250.00 S.F.	\$5.75	\$1,437.50	\$7.00	\$1,750.00	\$8.00	\$2,000.00
11 6" Concrete Sidewalk	250.00 S.F.	\$6.50	\$1,625.00	\$8.25	\$2,062.50	\$10.03	\$2,507.50
12 6" Concrete Drive Approach	1,800.00 S.F.	\$6.50	\$11,700.00	\$8.25	\$14,850.00	\$7.69	\$13,842.00
13 Adjust Curb Stop Box	1.00 EA.	\$100.00	\$100.00	\$375.00	\$375.00	\$178.92	\$178.92
14 Adjust Drainage Structure	4.00 EA.	\$250.00	\$1,000.00	\$575.00	\$2,300.00	\$351.45	\$1,405.80
15 Reconstruct Drainage Structure	2.00 EA.	\$400.00	\$800.00	\$650.00	\$1,300.00	\$1,054.35	\$2,108.70
16 Drainage Structure Cover	1,600.00 LBS	\$1.80	\$2,880.00	\$2.50	\$4,000.00	\$2.67	\$4,272.00
17 Reconnect/Reconstruct Sanitary Lead - Complete	2.00 EA.	\$0.01	\$0.02	\$450.00	\$900.00	\$1,560.44	\$3,120.88
18 Class A Sod	485.00 S.Y.	\$5.00	\$2,425.00	\$6.10	\$2,958.50	\$7.67	\$3,719.95
19 Topsoil Surface, 3" - Complete	485.00 S.Y.	\$5.00	\$2,425.00	\$4.60	\$2,231.00	\$5.75	\$2,788.75
20 Water (1,000 Gallon/Unit)	50.00 UNIT	\$20.00	\$1,000.00	\$10.20	\$510.00	\$12.78	\$639.00
21 Non-Woven Geotextile Fabric, 8 Oz.	100.00 S.Y.	\$2.00	\$200.00	\$9.00	\$900.00	\$3.83	\$383.00
22 Hunter PGP Sprinkler Head	15.00 EA.	\$20.00	\$300.00	\$71.10	\$1,066.50	\$89.46	\$1,341.90
23 Rainbird 1800 Sprinkler Head	15.00 EA.	\$20.00	\$300.00	\$68.10	\$1,021.50	\$85.63	\$1,284.45
24 Clamps & Fittings	30.00 EA.	\$10.00	\$300.00	\$3.10	\$93.00	\$3.83	\$114.90
25 Poly Pipe 3/4" - 1" Diameter	300.00 L.F.	\$2.50	\$750.00	\$6.10	\$1,830.00	\$7.67	\$2,301.00
26 Dust Control	5.00 EA.	\$0.01	\$0.05	\$550.00	\$2,750.00	\$715.68	\$3,578.40
27 Video Recording Existing Conditions	1.00 L.S.	\$500.00	\$500.00	\$600.00	\$600.00	\$319.50	\$319.50
28 Maintaining Traffic & Const. Signing	1.00 L.S.	\$2,000.00	\$2,000.00	\$6,600.00	\$6,600.00	\$8,543.43	\$8,543.43
Subtotal:			\$153,497.57		\$185,277.50		\$201,996.18

Description	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
PALMER STREET – MODIFIED SECTIONAL (GREIG TO 11 MILE)							
1 Pavement Removal	2,100.00 S.Y.	\$10.50	\$22,050.00	\$12.00	\$25,200.00	\$13.70	\$28,770.00
2 Sidewalk Removal	100.00 S.Y.	\$13.00	\$1,300.00	\$9.50	\$950.00	\$18.73	\$1,873.00
3 Earth Excavation	110.00 C.Y.	\$20.00	\$2,200.00	\$28.75	\$3,162.50	\$22.71	\$2,498.10
4 Subgrade Undercutting, 21 AA	25.00 C.Y.	\$50.00	\$1,250.00	\$65.00	\$1,625.00	\$78.72	\$1,968.00
5 Subgrade Undercutting, 1" - 3"	25.00 C.Y.	\$55.00	\$1,375.00	\$70.00	\$1,750.00	\$91.63	\$2,290.75
6 Fill, Aggregate Base - 21 AA	175.00 TON	\$20.00	\$3,500.00	\$40.80	\$7,140.00	\$37.97	\$6,644.75
7 Aggregate Base, 4" CIP - 21 AA	300.00 S.Y.	\$9.00	\$2,700.00	\$9.75	\$2,925.00	\$7.74	\$2,322.00
8 Maintenance Aggregate	25.00 TON	\$20.00	\$500.00	\$37.40	\$935.00	\$32.90	\$822.50
9 8" NR Concrete Pavement w/ Integral C. & G.	80.00 S.Y.	\$70.00	\$5,600.00	\$75.00	\$6,000.00	\$74.12	\$5,929.60
10 7" NR Concrete Pavement w/ Integral C. & G.	1,900.00 S.Y.	\$56.80	\$107,920.00	\$60.20	\$114,380.00	\$64.62	\$122,778.00
11 4" Concrete Sidewalk	300.00 S.F.	\$5.75	\$1,725.00	\$7.00	\$2,100.00	\$8.00	\$2,400.00
12 6" Concrete Sidewalk	335.00 S.F.	\$6.50	\$2,177.50	\$8.25	\$2,763.75	\$10.03	\$3,360.05
13 8" Concrete Sidewalk	100.00 S.F.	\$8.00	\$800.00	\$9.25	\$925.00	\$11.50	\$1,150.00
14 6" Concrete Sidewalk Ramp	120.00 S.F.	\$10.00	\$1,200.00	\$12.50	\$1,500.00	\$11.89	\$1,426.80
15 6" Concrete Drive Approach	1,425.00 S.F.	\$6.50	\$9,262.50	\$8.25	\$11,756.25	\$7.69	\$10,958.25
16 8" Concrete Drive Approach	400.00 S.F.	\$8.00	\$3,200.00	\$9.25	\$3,700.00	\$11.50	\$4,600.00
17 Adjust Curb Stop Box	1.00 EA.	\$100.00	\$100.00	\$375.00	\$375.00	\$178.92	\$178.92
18 Adjust Drainage Structure	5.00 EA.	\$250.00	\$1,250.00	\$575.00	\$2,875.00	\$351.45	\$1,757.25
19 Reconstruct Drainage Structure	2.00 EA.	\$400.00	\$800.00	\$650.00	\$1,300.00	\$1,054.35	\$2,108.70
20 Drainage Structure Cover	2,000.00 LBS	\$1.80	\$3,600.00	\$2.50	\$5,000.00	\$2.67	\$5,340.00
21 Reconnect/Reconstruct Sanitary Lead - Complete	2.00 EA.	\$0.01	\$0.02	\$450.00	\$900.00	\$1,560.44	\$3,120.88
22 Class A Sod	600.00 S.Y.	\$5.00	\$3,000.00	\$6.10	\$3,660.00	\$7.67	\$4,602.00
23 Topsoil Surface, 3" - Complete	600.00 S.Y.	\$5.00	\$3,000.00	\$4.60	\$2,760.00	\$5.75	\$3,450.00
24 Water (1,000 Gallon/Unit)	60.00 UNIT	\$20.00	\$1,200.00	\$10.20	\$612.00	\$12.78	\$766.80
25 Non-Woven Geotextile Fabric, 8 Oz.	100.00 S.Y.	\$2.00	\$200.00	\$9.00	\$900.00	\$3.83	\$383.00
26 Hunter PGP Sprinkler Head	15.00 EA.	\$20.00	\$300.00	\$71.10	\$1,066.50	\$89.46	\$1,341.90
27 Rainbird 1800 Sprinkler Head	15.00 EA.	\$20.00	\$300.00	\$68.10	\$1,021.50	\$85.63	\$1,284.45
28 Clamps & Fittings	30.00 EA.	\$10.00	\$300.00	\$3.10	\$93.00	\$3.83	\$114.90
29 Poly Pipe 3/4" - 1" Diameter	300.00 L.F.	\$2.50	\$750.00	\$6.10	\$1,830.00	\$7.67	\$2,301.00
30 Dust Control	5.00 EA.	\$0.01	\$0.05	\$550.00	\$2,750.00	\$715.68	\$3,578.40
31 Video Recording Existing Conditions	1.00 L.S.	\$500.00	\$500.00	\$600.00	\$600.00	\$319.50	\$319.50
32 Maintaining Traffic & Const. Signing	1.00 L.S.	\$2,000.00	\$2,000.00	\$6,600.00	\$6,600.00	\$8,543.43	\$8,543.43
		Subtotal:	\$184,060.07		\$219,155.50		\$238,982.93

Description	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
ALGER STREET – MODIFIED SECTIONAL (GREIG TO 11 MILE)							
1 Pavement Removal	2,150.00 S.Y.	\$10.50	\$22,575.00	\$12.00	\$25,800.00	\$13.70	\$29,455.00
2 Sidewalk Removal	200.00 S.Y.	\$13.00	\$2,600.00	\$9.50	\$1,900.00	\$18.73	\$3,746.00
3 Earth Excavation	185.00 C.Y.	\$20.00	\$3,700.00	\$28.75	\$5,318.75	\$22.71	\$4,201.35
4 Subgrade Undercutting, 21 AA	25.00 C.Y.	\$50.00	\$1,250.00	\$65.00	\$1,625.00	\$78.72	\$1,968.00
5 Subgrade Undercutting, 1" - 3"	25.00 C.Y.	\$55.00	\$1,375.00	\$70.00	\$1,750.00	\$91.63	\$2,290.75
6 Fill, Aggregate Base - 21 AA	175.00 TON	\$20.00	\$3,500.00	\$40.80	\$7,140.00	\$37.97	\$6,644.75
7 Aggregate Base, 4" CIP - 21 AA	740.00 S.Y.	\$9.00	\$6,660.00	\$9.75	\$7,215.00	\$7.74	\$5,727.60
8 Maintenance Aggregate	50.00 TON	\$20.00	\$1,000.00	\$37.40	\$1,870.00	\$32.90	\$1,645.00
9 8" NR Concrete Pavement w/ Integral C. & G.	70.00 S.Y.	\$70.00	\$4,900.00	\$75.00	\$5,250.00	\$74.12	\$5,188.40
10 7" NR Concrete Pavement w/ Integral C. & G.	1,890.00 S.Y.	\$56.80	\$107,352.00	\$60.20	\$113,778.00	\$64.62	\$122,131.80
11 4" Concrete Sidewalk	2,800.00 S.F.	\$5.75	\$16,100.00	\$7.00	\$19,600.00	\$8.00	\$22,400.00
12 6" Concrete Sidewalk	1,475.00 S.F.	\$6.50	\$9,587.50	\$8.25	\$12,168.75	\$10.03	\$14,794.25
13 8" Concrete Sidewalk	420.00 S.F.	\$8.00	\$3,360.00	\$9.25	\$3,885.00	\$11.50	\$4,830.00
14 6" Concrete Sidewalk Ramp	120.00 S.F.	\$10.00	\$1,200.00	\$12.50	\$1,500.00	\$11.89	\$1,426.80
15 6" Concrete Drive Approach	1,400.00 S.F.	\$6.50	\$9,100.00	\$8.25	\$11,550.00	\$7.69	\$10,766.00
16 8" Concrete Drive Approach	325.00 S.F.	\$8.00	\$2,600.00	\$9.25	\$3,006.25	\$11.50	\$3,737.50
17 Adjust Curb Stop Box	1.00 EA.	\$100.00	\$100.00	\$375.00	\$375.00	\$178.92	\$178.92
18 Adjust Drainage Structure	6.00 EA.	\$250.00	\$1,500.00	\$575.00	\$3,450.00	\$351.45	\$2,108.70
19 Reconstruct Drainage Structure	2.00 EA.	\$400.00	\$800.00	\$650.00	\$1,300.00	\$1,054.35	\$2,108.70
20 Drainage Structure Cover	2,400.00 LBS	\$1.80	\$4,320.00	\$2.50	\$6,000.00	\$2.67	\$6,408.00
21 Reconnect/Reconstruct Sanitary Lead - Complete	2.00 EA.	\$0.01	\$0.02	\$450.00	\$900.00	\$1,560.44	\$3,120.88
22 Class A Sod	875.00 S.Y.	\$5.00	\$4,375.00	\$6.10	\$5,337.50	\$7.67	\$6,711.25
23 Topsoil Surface, 3" - Complete	875.00 S.Y.	\$5.00	\$4,375.00	\$4.60	\$4,025.00	\$5.75	\$5,031.25
24 Water (1,000 Gallon/Unit)	90.00 UNIT	\$20.00	\$1,800.00	\$10.20	\$918.00	\$12.78	\$1,150.20
25 Non-Woven Geotextile Fabric, 8 Oz.	100.00 S.Y.	\$2.00	\$200.00	\$9.00	\$900.00	\$3.83	\$383.00
26 Hunter PGP Sprinkler Head	15.00 EA.	\$20.00	\$300.00	\$71.10	\$1,066.50	\$89.46	\$1,341.90
27 Rainbird 1800 Sprinkler Head	15.00 EA.	\$20.00	\$300.00	\$68.10	\$1,021.50	\$85.63	\$1,284.45
28 Clamps & Fittings	30.00 EA.	\$10.00	\$300.00	\$3.10	\$93.00	\$3.83	\$114.90
29 Poly Pipe 3/4" - 1" Diameter	300.00 L.F.	\$2.50	\$750.00	\$6.10	\$1,830.00	\$7.67	\$2,301.00
30 Dust Control	5.00 EA.	\$0.01	\$0.05	\$550.00	\$2,750.00	\$715.68	\$3,578.40
31 Video Recording Existing Conditions	1.00 L.S.	\$500.00	\$500.00	\$600.00	\$600.00	\$319.50	\$319.50
32 Maintaining Traffic & Const. Signing	1.00 L.S.	\$2,000.00	\$2,000.00	\$6,600.00	\$6,600.00	\$8,543.43	\$8,543.43
		Subtotal:	\$218,479.57		\$260,523.25		\$285,637.68

Description	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
ALGER STREET – MODIFIED SECTIONAL (ANDOVER TO GREIG)							
1 Pavement Removal	1,900.00 S.Y.	\$10.50	\$19,950.00	\$12.00	\$22,800.00	\$13.70	\$26,030.00
2 Sidewalk Removal	175.00 S.Y.	\$13.00	\$2,275.00	\$9.50	\$1,662.50	\$18.73	\$3,277.75
3 Drainage Structure Removal	1.00 EA.	\$500.00	\$500.00	\$875.00	\$875.00	\$639.00	\$639.00
4 Earth Excavation	200.00 C.Y.	\$20.00	\$4,000.00	\$28.75	\$5,750.00	\$22.71	\$4,542.00
5 Subgrade Undercutting, 21 AA	25.00 C.Y.	\$50.00	\$1,250.00	\$65.00	\$1,625.00	\$78.72	\$1,968.00
6 Subgrade Undercutting, 1" - 3"	25.00 C.Y.	\$55.00	\$1,375.00	\$70.00	\$1,750.00	\$91.63	\$2,290.75
7 Fill, Aggregate Base - 21 AA	150.00 TON	\$20.00	\$3,000.00	\$40.80	\$6,120.00	\$37.97	\$5,695.50
8 Aggregate Base, 4" CIP - 21 AA	640.00 S.Y.	\$9.00	\$5,760.00	\$9.75	\$6,240.00	\$7.74	\$4,953.60
9 Maintenance Aggregate	50.00 TON	\$20.00	\$1,000.00	\$37.40	\$1,870.00	\$32.90	\$1,645.00
10 7" NR Concrete Pavement w/ Integral C. & G.	1,750.00 S.Y.	\$56.80	\$99,400.00	\$60.20	\$105,350.00	\$64.62	\$113,085.00
11 4" Concrete Sidewalk	2,900.00 S.F.	\$5.75	\$16,675.00	\$7.00	\$20,300.00	\$6.08	\$17,632.00
12 6" Concrete Sidewalk	1,460.00 S.F.	\$6.50	\$9,490.00	\$8.25	\$12,045.00	\$8.05	\$11,753.00
13 6" Concrete Drive Approach	1,550.00 S.F.	\$6.50	\$10,075.00	\$8.25	\$12,787.50	\$7.69	\$11,919.50
14 Adjust Curb Stop Box	1.00 EA.	\$100.00	\$100.00	\$375.00	\$375.00	\$178.92	\$178.92
15 Adjust Drainage Structure	6.00 EA.	\$250.00	\$1,500.00	\$575.00	\$3,450.00	\$351.45	\$2,108.70
16 Reconstruct Drainage Structure	4.00 EA.	\$400.00	\$1,600.00	\$650.00	\$2,600.00	\$1,054.35	\$4,217.40
17 Drainage Structure Cover	2,400.00 LBS	\$1.80	\$4,320.00	\$2.50	\$6,000.00	\$2.67	\$6,408.00
18 Reconnect/Reconstruct Sanitary Lead - Complete	2.00 EA.	\$0.01	\$0.02	\$450.00	\$900.00	\$1,560.44	\$3,120.88
19 Class A Sod	625.00 S.Y.	\$5.00	\$3,125.00	\$6.10	\$3,812.50	\$7.67	\$4,793.75
20 Topsoil Surface, 3" - Complete	625.00 S.Y.	\$5.00	\$3,125.00	\$4.60	\$2,875.00	\$5.75	\$3,593.75
21 Water (1,000 Gallon/Unit)	60.00 UNIT	\$20.00	\$1,200.00	\$10.20	\$612.00	\$12.78	\$766.80
22 Non-Woven Geotextile Fabric, 8 Oz.	100.00 S.Y.	\$2.00	\$200.00	\$9.00	\$900.00	\$3.83	\$383.00
23 Hunter PGP Sprinkler Head	15.00 EA.	\$20.00	\$300.00	\$71.10	\$1,066.50	\$89.46	\$1,341.90
24 Rainbird 1800 Sprinkler Head	15.00 EA.	\$20.00	\$300.00	\$68.10	\$1,021.50	\$85.63	\$1,284.45
25 Clamps & Fittings	30.00 EA.	\$10.00	\$300.00	\$3.10	\$93.00	\$3.83	\$114.90
26 Poly Pipe 3/4" - 1" Diameter	300.00 L.F.	\$2.50	\$750.00	\$6.10	\$1,830.00	\$7.67	\$2,301.00
27 Dust Control	5.00 EA.	\$0.01	\$0.05	\$550.00	\$2,750.00	\$715.68	\$3,578.40
28 Video Recording Existing Conditions	1.00 L.S.	\$500.00	\$500.00	\$600.00	\$600.00	\$319.50	\$319.50
29 Maintaining Traffic & Const. Signing	1.00 L.S.	\$2,000.00	\$2,000.00	\$6,600.00	\$6,600.00	\$8,543.43	\$8,543.43
Subtotal:			\$194,070.07		\$234,660.50		\$248,485.88

Description	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
R-3 Residential Sectional - (Various Locations)							
1 7" NR Concrete Pavement w/ Integral C. & G.	250.00 S.Y.	\$60.00	\$15,000.00	\$75.00	\$18,750.00	\$92.02	\$23,005.00
2 Adjust Drainage Structure	4.00 EA.	\$250.00	\$1,000.00	\$475.00	\$1,900.00	\$351.45	\$1,405.80
3 Restoration	100.00 S.Y.	\$0.01	\$1.00	\$15.00	\$1,500.00	\$15.34	\$1,534.00
4 Maintaining Traffic & Const. Signing	1.00 L.S.	\$2,000.00	\$2,000.00	\$2,575.00	\$2,575.00	\$639.00	\$639.00
Subtotal:			\$18,001.00		\$24,725.00		\$26,583.80
Grand total:			\$1,633,871.56		\$1,963,457.75		\$2,108,221.14

Cipparrone Contracting, Inc. - \$2,304,994.00
GV Cement Contracting Co. - \$2,355,812.50
Audia Concrete Construction, Inc. - \$2,435,730.00*

Engineer's Estimate - \$2,030,000

I hereby certify that this is a true and accurate copy of
the bids received, read and tabulated for this project.

William Fowler, P.E. - Engineer III

2/16/2023

* Bid Adjusted by Engineer (Arithmetic Error)

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF MADISON HEIGHTS AND
THE CITY OF HAZEL PARK
FOR S1 WATER SUPERVISOR SERVICES**

The Interlocal Agreement (the "Agreement") is made and entered into on February 27, 2023, between the City of Madison Heights (hereinafter referred to as "Madison Heights") and the City of Hazel Park (hereinafter referred to as "Hazel Park").

The Michigan Constitution of 1963, Article 7, Sec. 28, and the Urban Cooperative Act of 1967, Act 7 of 1967, being MCL 124.501 et seq. ("Act 7"), permit a political subdivision to exercise jointly with any other political subdivision any power, privilege, or authority which such political subdivisions share in common and which each might exercise separately.

Hazel Park has qualified, under Inspectors, including licensed S-1 Water Supervisors, and Madison Heights needs these services.

This Agreement will further public health, safety, and welfare and promote the efficiency and effectiveness of local governments.

Therefore, for mutual consideration hereinafter stated, Hazel Park and Madison Heights agree as follows:

I. COMMENCEMENT DATE

The Commencement date of this Agreement shall be March 6, 2023.

II. TERM

This Agreement shall continue until terminated by either Hazel Park or Madison Heights as set forth in Article V below.

III. SCOPE OF SERVICES

Hazel Park agrees to assist Madison Heights in water supervisor services, including:

- A. Assist Madison Heights in reviewing and sign-off for water main replacement plans, required EGLE reporting, and EPA plan submittals.
- B. As needed consultation with field-related work activities.

IV. PAYMENT

Hazel Park shall provide and exchange an itemized report to the other every month indicating the hours of service provided with time increments of no less than one-quarter hour. Madison Heights shall pay Hazel Park compensation of an amount billed monthly not to exceed \$2,000 per month.

V. TERMINATION

This Agreement may be terminated at any time, with or without cause, by either party upon giving the other party thirty (30) days advance written notice of termination. In the event of such termination by either party, the hours of service shall be evaluated as noted in Section IV through the date of the termination of this agreement. Any outstanding compensation owed at the time of termination shall be paid.

VI. RESERVATION OF RIGHTS, INSURANCE, AND LIABILITY ASSURANCES

No Waiver of Governmental Immunity. All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation, and other benefits which apply to the acts of Hazel Park officials, officers, agents, and employees when performed within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such acts of Hazel Park and their officials, officers, agents and employees in Madison Heights. No provision of this Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver of any governmental immunity as provided by Section 9 of Act 7 or otherwise under law.

Independent Contractor. Hazel Park and Madison Heights agree that at all times and for all purposes under this Agreement, Hazel Park's relationship to Madison Heights and Madison Heights' relation to Hazel Park shall be that of an independent contractor. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to Hazel Park or Madison Heights as a result of this Agreement. Hazel Park and Madison Heights shall retain all authority for the rendition of services, standards of performance, control of personnel, and other matters incidental to the performance of services by Hazel Park or Madison Heights under this Agreement. Nothing in this Agreement shall make any employee of either community an employee of the other.

Liability and Indemnification. The parties shall each be solely responsible for the acts and omissions of their own officials, officers, directors, employers, agents, and volunteers, the cost association with those acts and omissions, and the defense thereof. To the extent permitted by law, Hazel Park shall hold harmless, indemnify and defend Madison Heights and its official, officers, directors, employees, agents and volunteers from any and all claims, demands, suits or losses (including attorney fees and legal costs) for any damages or expenses which may be asserted, claimed or recovered by any third party by reason of personal injury, death and/or property damage, including loss of use, which arises out of or is in any way connected or associated with the gross negligence or negligent acts or omissions of Hazel Park or its officials, officers, directors, employees, agents or volunteers for any and all claims, demands, suits, or losses (including attorney fees and legal costs) for any damage or expense which may be asserted, claimed or recovered by any third party by reason of personal injury, death and/or property damage, including loss of use, which arises out of or is in any way connected or associated with the gross negligence or negligent acts or omissions of Madison Heights or its officials, officers, directors, employees agents or volunteers. The provision of this Article shall survive expiration or termination of this Agreement.

Insurance. Each Party shall be responsible for maintaining liability insurance covering its activities as they relate to this Agreement.

VII. MISCELLANEOUS

Entire Agreement. This Agreement sets forth the entire agreement between the parties and supersedes any prior understandings.

Severability. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

Governing Law. This Agreement shall be governed by Michigan law. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the Oakland County Circuit Court.

Amendment. The Agreement may be amended only upon written agreement and approval of the governing bodies of Hazel Park and Madison Heights.

Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorization for its employees/and/or agents necessary to perform all its obligation under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certification, or governmental authorization to the requesting party.

No Implied Waiver. Absent a written waiver, no failure or delay by a party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its rights to require strict performance of this Agreement.

Notices. Notices or reports given under this Agreement shall be in writing and shall be personally delivered, or sent by electronic mail, express delivery services, certified mail, or first class U.S. mail postage prepaid, to the City Manager of the other community.

Assignment and Delegation. This Agreement may not be assigned, nor may duties or obligations hereunder be delegated without the prior, mutual written consent of both parties.

Interpretation of the Agreement. This is negotiated Agreement. Should any part of this Agreement be in dispute, this Agreement shall not be construed more favorably for one party over the other, and the doctrine of construction against the drafter shall not apply.

No Third Party Beneficiaries. The parties do not intend to confer third-party beneficiary status on any non-party to this Agreement.

Contacts. Concerning matters associated with this Agreement, the primary contact person for Hazel Park shall be the City Manager, and the primary contact person for Madison Heights shall be the City Manager.

VIII. REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity, but each shall be cumulative of every right or remedy given hereunder.

City of Hazel Park

By: _____
Ed Klobucher
City Manager

Date: _____

City of Madison Heights

By: Melissa Marsh
Melissa Marsh
City Manager

Date: 3-1-23