

**CITY OF MT. MORRIS
CITY COUNCIL AGENDA
11649 N. Saginaw Street
Mt. Morris, MI 48458
March 11th, 2024
7:00 P.M.**

1. MEETING CALLED TO ORDER: Mayor Sara Dubey

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. APPROVAL OF MINUTES

- a. Approval of regular meeting minutes from February 26th, 2024.

6. COMMUNICATIONS:

None.

7. APPROVAL OF WARRANT: Approval of Warrant #24-04 in the amount of \$53,740.31.

8. PUBLIC COMMENT (Agenda Items Only /Five Minute Time Limit).

9. UNFINISHED BUSINESS:

- a. None.

10. NEW BUSINESS:

- a. **RESOLUTION 24-10:** Louisa Street Project – award bid
- b. **RESOLUTION 24-11:** Louisa street project construction engineering

11. PUBLIC COMMENT (Five Minute Time Limit).

12. COUNCIL MEMBER AND STAFF COMMENTS

13. ADJOURNMENT

PLEASE SILENCE ALL CELL PHONES AND OTHER ELECTRONIC DEVICES PRIOR TO THE MEETING.

CITY OF MT. MORRIS
CITY COUNCIL – REGULAR MEETING
February 26th, 2024

At 7:00 p.m., Mayor Sara Dubey called the Regular Council Meeting to order.

PRESENT: Smith, Black, Sorensen, Vance, Walter, Templeton, and Dubey.

ABSENT: None.

OTHERS: Police Chief Kevin Mihailoff, DPW Superintendent Paul Zumbach, City Manager/Clerk Spencer Lewis, and Attorney Benjamin Stoltman.

The Pledge of Allegiance.

ROLL CALL:

None.

APPROVAL OF AGENDA:

City Manager/Clerk Spencer Lewis stated that we need to amend the agenda to remove letter c & d because they need to be revised to make sure they are going into the right section of the ordinance, and not contradicting other ordinances.

A motion was made by Councilmember Sorensen, and seconded by Councilmember Walter to approve the agenda, as amended, removing letters C and D.

Roll call: ___6___ Ayes ___0___ Nays ___0___ Absent

Motion Carried.

APPROVAL OF MINUTES:

A motion was made by Councilmember Templeton and seconded by Councilmember Smith to approve the regular meeting minutes from February 12th, 2024.

All ayes.

Motion carried.

COMMUNICATIONS:

None.

APPROVAL OF WARRANT:

A motion was made by Councilmember Black and seconded by Councilmember Sorensen to approve **Warrant #24-03 in the amount of \$102,568.43.**

Roll call: ___7___ Ayes ___0___ Nays ___0___ Absent

Motion Carried.

PUBLIC COMMENT:

None.

UNFINISHED BUSINESS:

None.

NEW BUSINESS:

a. RESOLUTION 24-06: Amended – CDBG Crosswalk signal at Roosevelt and Saginaw Street

A motion was made by Councilmember Black, and seconded by Councilmember Vance to approve resolution 24-06, as amended.

City Manager/Clerk Spencer Lewis stated that previous invoice numbers were incorrect, due to the shipping not being included in the quote. All the red numbers on the amended resolution are the corrected numbers, and it will come out of the major street fund, and not the general fund.

Roll call: 7 Ayes 0 Nays 0 Absent

Motion Carried.

b. RESOLUTION 24-09: Seventh amendment to Woodside Trails purchase agreement.

A motion was made by Councilmember Black, and seconded by Councilmember Sorensen to approve resolution 24-09.

City Manager/Clerk Spencer Lewis stated that this is right in line with the previous amendments, that stem from the slow start of sales. Andrew from Century Communities stated that they potentially have one sold and should close in a week or so, and hopefully that we can get a couple more going, and if they do start to sell faster, then we can move up the second closing date.

Roll call: 7 Ayes 0 Nays 0 Absent

Motion Carried.

PUBLIC COMMENT:

Rob and Vicki Gingrass, 11616 Washington – Rob and Vicki stated that they are having some troubles with their neighbors again, and they are looking for some help from the city.

COUNCIL MEMBER AND STAFF COMMENTS:

Councilmember Walter thanked the public for coming in tonight.

Police Chief Kevin Mihailoff thanked the public for coming in, and stated that they are currently in a jury trial downtown, from an incident in 2021.

City Manager/Clerk Spencer Lewis stated that election day will be tomorrow at the First Baptist Church from 7 a.m. – 8p.m.

ADJOURNMENT:

With no further business, the council meeting was adjourned at **7:15 p.m.**

Spencer Lewis, City Clerk

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General Dept 000 101-000-672.000	OTHER REVENUE	STATE OF MICHIGAN	WATER BILL REFUND TO THE STATE	169.85	
		Total For Dept 000		169.85	
Dept 215 ADMINISTRATION 101-215-740.000	OPERATING EXPENSE	HUNTINGTON NATIONAL BANK	ADOBE	19.99	
101-215-740.000	OPERATING EXPENSE	HUNTINGTON NATIONAL BANK	SUPPLIES	26.57	
101-215-740.000	OPERATING EXPENSE	XTREME SHREDS	SHREDDING	20.00	
101-215-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	74.91	
101-215-874.000	RECIEPT TO 731.00.00.9999.28620	GENESSEE COUNTY TREASURER	LINA - MARCH 2024	25.30	
101-215-993.400	DEBT INTEREST-SPECIAL ASSESSM	U.S. BANK ST. PAUL	SPECIAL ASSESSMENT TAX BOND - DEBT SE	228.00	
		Total For Dept 215 ADMINISTRATION		394.77	
Dept 253 TREASURER 101-253-740.000	OPERATING EXPENSE	HUNTINGTON NATIONAL BANK	SUPPLIES	28.87	
101-253-740.000	OPERATING EXPENSE	KCI	PROCESS AND MAIL ASSESSMENT NOTICES	631.91	
101-253-915.000	MEMBERSHIP & DUES	HUNTINGTON NATIONAL BANK	GOVERNMENT FINANCE OFFICERS ASSOC. ME	160.00	
		Total For Dept 253 TREASURER		820.78	
Dept 262 ELECTIONS 101-262-740.000	OPERATING EXPENSE	HUNTINGTON NATIONAL BANK	SUPPLIES	16.61	
		Total For Dept 262 ELECTIONS		16.61	
Dept 265 CITY HALL & GROUNDS 101-265-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	32.96	
101-265-920.000	PUBLIC UTILITIES	CITY OF MT. MORRIS	WATER BILLS	36.63	
		Total For Dept 265 CITY HALL & GROUNDS		69.59	
Dept 266 ATTORNEY 101-266-801.000	PROFESSIONAL SERVICES	AMANDA ODETTE	ATTORNEY - FEB 2024	3,055.00	
		Total For Dept 266 ATTORNEY		3,055.00	
Dept 305 POLICE DEPARTMENT 101-305-740.000	OPERATING EXPENSE	HUNTINGTON NATIONAL BANK	SUPPLIES	99.99	
101-305-740.000	OPERATING EXPENSE	HUNTINGTON NATIONAL BANK	SUPPLIES	75.99	
101-305-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	74.33	
101-305-740.000	OPERATING EXPENSE	XTREME SHREDS	SHREDDING	20.00	
101-305-745.000	GAS & FUEL	MICHIGAN PETROLEUM TECH	UNLEADED GAS	548.42	
101-305-759.000	UNIFORMS	HUBBARD'S MILITARY SUPPL	SHIRT BADGE	130.00	
101-305-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	42.81	
101-305-850.000	COMMUNICATIONS	VERIZON	PHONES	85.02	
101-305-932.000	REPAIR & MAINTENANCE - VEHICL	LETAVIS ENTERPRISES, INC	CAR WASHES	28.00	
101-305-932.000	REPAIR & MAINTENANCE - VEHICL	LOUIE'S TOWING & AUTO RE	NEW BATTERY #101	271.95	
		Total For Dept 305 POLICE DEPARTMENT		1,376.51	
Dept 336 FIRE DEPARTMENT 101-336-740.000	OPERATING EXPENSE	HUNTINGTON NATIONAL BANK	SUPPLIES	3.99	
101-336-740.000	OPERATING EXPENSE	JEFF BABCOCK	REPLACE GARAGE DOOR SEAL ON FIRE DEPT	125.00	
101-336-745.000	GAS & FUEL	MICHIGAN PETROLEUM TECH	UNLEADED GAS	19.13	
101-336-745.000	GAS & FUEL	MICHIGAN PETROLEUM TECH	DIESEL	121.57	
101-336-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	21.40	
101-336-850.000	COMMUNICATIONS	VERIZON	PHONES	42.51	
		Total For Dept 336 FIRE DEPARTMENT		333.60	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General					
Dept 371 CODES & ENFORCEMENT					
101-371-801.000	PROFESSIONAL SERVICES	ROB KEHOE	BUILDING INSPECTIONS FEB. 2024	583.33	
		Total For Dept 371 CODES & ENFORCEMENT		583.33	
Dept 441 PUBLIC WORKS					
101-441-740.000	OPERATING EXPENSE	AUTO - WARES GROUP	THREADLOCKER	29.99	
101-441-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	13.66	
101-441-745.000	GAS & FUEL	MICHIGAN PETROLEUM TECH	DIESEL	33.15	
101-441-850.000	COMMUNICATIONS	COMCAST	INTERNET / FAX	60.53	
101-441-850.000		VERIZON	PHONES	36.05	
101-441-920.000	PUBLIC UTILITIES	CITY OF MT. MORRIS	WATER BILLS	50.52	
101-441-922.000	STREET LIGHTING	CONSUMERS ENERGY	LED LIGHTS	2,339.38	
101-441-922.000	STREET LIGHTING	CONSUMERS ENERGY	STREET LIGHTS	989.09	
101-441-926.000	DRAINS-AT-LARGE	GENESEE COUNTY DRAIN COM	NPDES PHASE II 01.01.2024 - 03.31.202	1,157.89	
		Total For Dept 441 PUBLIC WORKS		4,710.26	
Dept 528 TRASH COLLECTION					
101-528-801.000	PROFESSIONAL SERVICES	WM CORPORATE SERVICES, I	GARBAGE SERVICES	17,461.60	
		Total For Dept 528 TRASH COLLECTION		17,461.60	
Dept 701 PLANNING COMMISSION					
101-701-801.000	PROFESSIONAL SERVICES	ROWE PROFESSIONAL SERVIC	MARIJUANA MAP UPDATE	135.00	
		Total For Dept 701 PLANNING COMMISSION		135.00	
Dept 790 LIBRARY					
101-790-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	25.14	
101-790-801.000	PROFESSIONAL SERVICES	SHERWOOD PROFESSIONAL CL	LIBRARY CLEANING FEB. 2024	270.00	
101-790-920.000	PUBLIC UTILITIES	CITY OF MT. MORRIS	WATER BILLS	43.93	
		Total For Dept 790 LIBRARY		339.07	
Dept 904 CAPITAL OUTLAY					
101-904-970.100	DPW EQUIP CAPITAL OUTLAY	TRUCK & TRAILER	CHIPPER CAB FOR DUMP TRUCK	9,710.00	
		Total For Dept 904 CAPITAL OUTLAY		9,710.00	
		Total For Fund 101 General		39,175.97	
Fund 202 Major Street					
Dept 463 STREET ROUTINE MAINTENANCE					
202-463-740.000	OPERATING EXPENSE	ACCOUNT RECEIVABLES	COLD PATCH	185.62	
202-463-740.000	OPERATING EXPENSE	VERIZON	PHONES	72.11	
		Total For Dept 463 STREET ROUTINE MAINTENANCE		257.73	
Dept 474 TRAFFIC SERVICES					
202-474-740.000	OPERATING EXPENSE	TRAFFIC AND PARKING CONT	CROSSWALK SIGNAL AT ROOSEVELT AND SAG	10,435.10	
202-474-920.000	PUBLIC UTILITIES	CONSUMERS ENERGY	TRAFFIC LIGHTS	193.15	
		Total For Dept 474 TRAFFIC SERVICES		10,628.25	
Dept 478 WINTER MAINTENANCE					
202-478-740.000	OPERATING EXPENSE	TRUCK & TRAILER	SKID SHOE ASSEMBLY CAST 2 PC	286.62	
		Total For Dept 478 WINTER MAINTENANCE		286.62	
		Total For Fund 202 Major Street		11,172.60	
Fund 203 Local Street					
Dept 463 STREET ROUTINE MAINTENANCE					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 203 Local Street					
Dept 463 STREET ROUTINE MAINTENANCE					
203-463-740.000	OPERATING EXPENSE	ACCOUNT RECEIVABLES	COLD PATCH	185.63	
		Total For Dept 463 STREET ROUTINE MAINTENANCE		185.63	
Dept 478 WINTER MAINTENANCE					
203-478-740.000	OPERATING EXPENSE	TRUCK & TRAILER	SKID SHOE ASSEMBLY CAST 2 PC	286.62	
		Total For Dept 478 WINTER MAINTENANCE		286.62	
		Total For Fund 203 Local Street		472.25	
Fund 590 SEWER FUND					
Dept 215 ADMINISTRATION					
590-215-850.000	COMMUNICATIONS	COMCAST	INTERNET / FAX	60.53	
590-215-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	32.10	
590-215-850.000	COMMUNICATIONS	VERIZON	PHONES	36.06	
590-215-874.000	810-257-3857	GENESSEE COUNTY TREASURER	LINA - MARCH 2024	12.65	
590-215-993.400	DEBT INTEREST-SPECIAL ASSESSM	U.S. BANK ST. PAUL	SPECIAL ASSESSMENT TAX BOND - DEBT SE	186.00	
		Total For Dept 215 ADMINISTRATION		327.34	
Dept 536 SEWER DISTRIBUTION					
590-536-745.000	GAS & FUEL	MICHIGAN PETROLEUM TECH	DIESEL	115.13	
		Total For Dept 536 SEWER DISTRIBUTION		115.13	
		Total For Fund 590 SEWER FUND		442.47	
Fund 591 Water Fund					
Dept 000					
591-000-255.000	WATER DEPOSITS PAYABLE	CITY OF MT. MORRIS	WATER DEPOSIT / FINAL BILL FOR 11609	250.00	
591-000-255.000	WATER DEPOSITS PAYABLE	CITY OF MT. MORRIS	FINAL WATER BILL FOR 1120 COLLINS	195.22	
591-000-255.000	WATER DEPOSITS PAYABLE	JAMES FLOWERS	WATER DEPOSIT REFUND - 1120 COLLINS	54.78	
		Total For Dept 000		500.00	
Dept 215 ADMINISTRATION					
591-215-850.000	COMMUNICATIONS	COMCAST	INTERNET / FAX	60.53	
591-215-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	42.81	
591-215-850.000	COMMUNICATIONS	VERIZON	PHONES	36.06	
591-215-874.000	ATTN: KRISTIE PRIMEAU	GENESSEE COUNTY TREASURER	LINA - MARCH 2024	12.65	
591-215-993.400	DEBT INTEREST-SPECIAL ASSESSM	U.S. BANK ST. PAUL	SPECIAL ASSESSMENT TAX BOND - DEBT SE	186.00	
		Total For Dept 215 ADMINISTRATION		338.05	
Dept 537 WATER DISTRIBUTION					
591-537-725.000	FRINGE BENEFIT-NON PAYROLL	CINTAS CORP	UNIFORMS	46.62	
591-537-725.000	FRINGE BENEFIT-NON PAYROLL	CINTAS CORP	UNIFORMS	46.62	
591-537-740.000	OPERATING EXPENSE	GENESSEE COUNTY DRAIN COM	WATER QUALITY MONITORING	132.00	
591-537-740.000	OPERATING EXPENSE	HUNTINGTON NATIONAL BANK	SUPPLIES	13.59	
591-537-740.000	OPERATING EXPENSE	MENARDS - CLIO	SUPPLIES	13.99	
591-537-745.000	GAS & FUEL	MICHIGAN PETROLEUM TECH	UNLEADED GAS	141.00	
591-537-745.000	GAS & FUEL	MICHIGAN PETROLEUM TECH	DIESEL	651.15	
591-537-932.000	REPAIR & MAINTENANCE - VEHICL	AUTO - WARES GROUP	ANTIFREEZE	25.98	
591-537-932.000	REPAIR & MAINTENANCE - VEHICL	AUTO - WARES GROUP	WATER PUMP TRUCK#37	93.99	
591-537-932.000	REPAIR & MAINTENANCE - VEHICL	AUTO - WARES GROUP	TENSIONER / BELTS TRUCK#37	159.98	
591-537-932.000	REPAIR & MAINTENANCE - VEHICL	AUTO - WARES GROUP	OIL DRY	14.33	
591-537-932.000	REPAIR & MAINTENANCE - VEHICL	AUTO - WARES GROUP	BELTS	48.99	
591-537-932.000	REPAIR & MAINTENANCE - VEHICL	AUTO - WARES GROUP	ANTIFREEZE	135.96	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 591 Water Fund					
Dept 537 WATER DISTRIBUTION					
591-537-932.000	REPAIR & MAINTENANCE - VEHICL	GILL-ROY'S HARDWARE	SCREWS	0.95	
591-537-932.000	REPAIR & MAINTENANCE - VEHICL	HUNTINGTON NATIONAL BANK	BELT DRIVE TENSIONER	113.82	
		Total For Dept 537 WATER DISTRIBUTION		1,638.97	
		Total For Fund 591 Water Fund		2,477.02	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund Totals:					
			Fund 101 General	39,175.97	
			Fund 202 Major Street	11,172.60	
			Fund 203 Local Street	472.25	
			Fund 590 SEWER FUND	442.47	
			Fund 591 Water Fund	2,477.02	
Total For All Funds:				53,740.31	

**CITY OF MT. MORRIS
RESOLUTION NO. 24-10**

WHEREAS: Pursuant to the bidding process with respect to the Louisa Street Mill & Resurfacing Project, bids were submitted and the City's Engineer, Rowe Professional Services Company has reviewed and tabulated the same and the results thereof are set forth on the exhibit attached hereto, and,

WHEREAS: Bids received were as follows:

Eastern Asphalt, Inc.	\$168,700.00
Lois Kay Contracting Co.	\$183,658.90
T.G. Priehs, LLC	\$190,825.00
Diamond Excavating LLC	\$208,292.50

WHEREAS: Rowe Professional Services and City staff recommend that the low bid, to wit: Eastern Asphalt, Inc., be awarded the job;

NOW, THEREFORE, BE IT RESOLVED:

That this Council does hereby acknowledge receipt of said bids as set forth on the exhibit attached hereto and does hereby award the job to Eastern Asphalt, Inc., and does direct the manager and staff to prepare an appropriate memorandum incorporating this award.

Moved by Council member _____, seconded by Council member _____ and thereafter adopted by the City Council of the City of Mt. Morris at a meeting held Monday, March 11, 2024, at 7:00 p.m.

_____ Yea

_____ Nay

_____ Absent

Sara Dubey, Mayor

Spencer Lewis, City Clerk



February 28, 2024

Mr. Spencer Lewis, City Manager/Clerk
City of Mt Morris
11649 N. Saginaw Street
Mt. Morris, MI 48458

RE: Louisa Street Mill and Resurface
Recommendation for Award

Dear Mr. Lewis:

On Wednesday, February 21, 2024, bids were opened and read publicly for the above referenced project. The four contractors that submitted bids are summarized below and detailed on the attached bid tabulation.

Contractor	Bid Amount
Eastern Asphalt Company, Inc.	\$168,700.00
Lois Kay Contracting Co.	\$183,658.90
T.G. Priehs, LLC	\$190,825.00
Diamond Excavating LLC	\$208,292.50

Eastern Asphalt Company is the apparent lowest, responsive bidder. Eastern Asphalt Company, Inc. has successfully completed previous projects for the city. ROWE would support awarding the above-mentioned project to Eastern Asphalt Company, Inc.

If you have any questions or need additional information regarding this matter, please contact me at phone number (810) 341-7500.

Sincerely,
ROWE Professional Services Company

Scott Hemeyer
Digitally signed by Scott Hemeyer
DN: C=US,
E=shemeyer@rowepsc.com,
O=ROWE Professional Services
Company, CN=Scott Hemeyer
Date: 2024.02.29 08:01:20-05'00'

Scott C. Hemeyer, P.E.
Project Manager | Associate

Attachment: Bid Tabulation

R:\Projects\21C0014\Docs\Specs or Special Provisions\Bidding\Recommendation of Award.docx

SINCE 1962

Bid Comparison

Contract ID: 21C0014
Description: 2" Mill and Resurface
Location: Mt. Morris
Projects(s): 21C0014 - Louisa St Mill and Resurface

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$168,700.00	1.73%	0.00%
1	(05487) Eastern Asphalt Company, Inc.	\$165,817.50	0.00%	-1.70%
2	(00745) Lois Kay Contracting Co.	\$183,658.90	10.75%	8.86%
3	(07636) T. G. Priehs, LLC	\$190,825.00	15.08%	13.11%
4	(_4842300) Diamond Excavating LLC	\$208,292.50	25.61%	23.46%

Line	Pay Item Code	Description	Quantity	Units	(0) ENGINEER'S ESTIMATE Bid Price	Total	(1) Eastern Asphalt Company, Inc.	Bid Price	Total	(2) Lois Kay Contracting Co. Bid Price	Total
0001	155001	Maintaining Traffic	1	LSUM	\$1,000.00	\$1,000.00		\$4,500.00	\$4,500.00	\$10,150.00	\$10,150.00
0002	171001	Mobilization	1	LSUM	\$13,500.00	\$13,500.00		\$10,000.00	\$10,000.00	\$25,130.00	\$25,130.00

Line	Pay Item Code	Description	Quantity	Units	(0) ENGINEER'S ESTIMATE		(1) Eastern Asphalt Company, Inc.		(2) Lois Kay Contracting Co.	
					Bid Price	Total	Bid Price	Total	Bid Price	Total
0003	221001	Audio-Video Construction Area Survey	1	LSUM	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
0004	241005	Pavt, Rem	600	Syd	\$18.00	\$10,800.00	\$9.00	\$5,400.00	\$14.50	\$8,700.00
0005	3123011	Subgrade Undercutting, Type II	75	Cyd	\$30.00	\$2,250.00	\$110.00	\$8,250.00	\$55.00	\$4,125.00
0006	3125001	Soil Erosion and Sedimentation Control	1	LSUM	\$500.00	\$500.00	\$750.00	\$750.00	\$2,500.00	\$2,500.00
0007	3211020	Aggregate Base	100	Ton	\$50.00	\$5,000.00	\$55.00	\$5,500.00	\$38.00	\$3,800.00
0008	3212001	Cold Milling HMA Surface	2,850	Syd	\$5.00	\$14,250.00	\$3.75	\$10,687.50	\$4.65	\$13,252.50
0009	3212006	Hand Patching	20	Ton	\$200.00	\$4,000.00	\$200.00	\$4,000.00	\$225.00	\$4,500.00
0010	3212008	Pavt Repr, HMA	520	Syd	\$65.00	\$33,800.00	\$57.25	\$29,770.00	\$64.30	\$33,436.00
0011	3212025	HMA, 13A	360	Ton	\$100.00	\$36,000.00	\$110.00	\$39,600.00	\$81.68	\$29,404.80
0012	3213045	Curb and Gutter, Conc, Replacement	620	Ft	\$60.00	\$37,200.00	\$52.00	\$32,240.00	\$52.85	\$32,767.00
0013	3213115	Driveway, Nonreinf Conc, 6 inch	60	Syd	\$70.00	\$4,200.00	\$102.00	\$6,120.00	\$81.56	\$4,893.60
0014	3292001	Turf Establishment	1	LSUM	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
0015	3305010	Gate Box, Reconst, Case 1	1	Ea	\$1,000.00	\$1,000.00	\$1,250.00	\$1,250.00	\$2,500.00	\$2,500.00
0016	3305040	Dr Structure Cover, Adj, Case 1	1	Ea	\$1,500.00	\$1,500.00	\$2,250.00	\$2,250.00	\$2,500.00	\$2,500.00
Bid Totals:					\$168,700.00		\$165,817.50		\$183,658.90	

Line	Pay Item Code	Description	Quantity	Units	(3) T. G. Priehs, LLC Bid Price	Total	(4) Diamond Excavating LLC Bid Price	Total	Bid Price	Total
0001	155001	Maintaining Traffic	1	LSUM	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00		\$0.00
0002	171001	Mobilization	1	LSUM	\$20,000.00	\$20,000.00	\$31,795.00	\$31,795.00		\$0.00
0003	221001	Audio-Video Construction Area Survey	1	LSUM	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00		\$0.00
0004	241005	Pavt, Rem	600	Syd	\$19.00	\$11,400.00	\$30.00	\$18,000.00		\$0.00
0005	3123011	Subgrade Undercutting, Type II	75	Cyd	\$100.00	\$7,500.00	\$75.00	\$5,625.00		\$0.00
0006	3125001	Soil Erosion and Sedimentation Control	1	LSUM	\$1,500.00	\$1,500.00	\$1,750.00	\$1,750.00		\$0.00
0007	3211020	Aggregate Base	100	Ton	\$51.00	\$5,100.00	\$30.00	\$3,000.00		\$0.00
0008	3212001	Cold Milling HMA Surface	2,850	Syd	\$2.50	\$7,125.00	\$4.25	\$12,112.50		\$0.00
0009	3212006	Hand Patching	20	Ton	\$150.00	\$3,000.00	\$200.00	\$4,000.00		\$0.00
0010	3212008	Pavt Repr, HMA	520	Syd	\$80.00	\$41,600.00	\$62.00	\$32,240.00		\$0.00
0011	3212025	HMA, 13A	360	Ton	\$115.00	\$41,400.00	\$115.00	\$41,400.00		\$0.00
0012	3213045	Curb and Gutter, Conc, Replacement	620	Ft	\$60.00	\$37,200.00	\$60.00	\$37,200.00		\$0.00
0013	3213115	Driveway, Nonreinf Conc, 6 inch	60	Syd	\$100.00	\$6,000.00	\$72.00	\$4,320.00		\$0.00
0014	3292001	Turf Establishment	1	LSUM	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00		\$0.00
0015	3305010	Gate Box, Reconst, Case 1	1	Ea	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00		\$0.00
0016	3305040	Dr Structure Cover, Adj, Case 1	1	Ea	\$500.00	\$500.00	\$2,850.00	\$2,850.00		\$0.00

Line	Pay Item Code	Quantity	Units	(3) T. G. Priehs, LLC	(4) Diamond Excavating LLC	
Description				Bid Price	Bid Price	Total
Bid Totals:				\$190,825.00	\$208,292.50	

**CITY OF MT. MORRIS
RESOLUTION 24-11**

WHEREAS: The City of Mt. Morris has determined that Louisa Street needs to be milled and resurfaced from North Saginaw Street to Walter Street; and

WHEREAS: The City of Mt. Morris did budget for this in FY 19-20 however, due to Consumers Energy replacing gas lines the project was placed on hold; and

WHEREAS: The City of Mt. Morris did budget \$60,000 in Professional Services and \$170,000 in Street Preservation in FY 23-24 to have the project completed; and

WHEREAS: ROWE Professional Services Company has submitted the attached proposal for construction engineering for the Louisa Street project; and

NOW THEREFORE, BE IT RESOLVED, that:

This Council does hereby authorize the City to enter the attached engineering proposal from ROWE Professional Services Company for a cost not to exceed \$26,465.00, to be paid from the Local Street Fund, to provide construction engineering for the Milling and Resurfacing of Louisa Street from North Saginaw Street to Walter Street and does hereby authorize the City Manager to execute such contract on the behalf of the City.

Moved by Council member _____, seconded by Council member _____, and thereafter adopted by the City Council of the City of Mt. Morris at a regular meeting held Monday, March 11, 2024, at 7:00 p.m.

_____ Yea

_____ Nay

_____ Absent

Sara Dubey, Mayor

Spencer Lewis, City Clerk



540 S. Saginaw Street, Suite 200
Flint, MI 48502 | (810) 341-7500
www.rowepsc.com

March 4, 2024

Mr. Paul Zumbach, DPW Director
City of Mt. Morris Department of Public Works
720 Hughes Street
Mt. Morris, MI 48458

RE: Louisa Street Mill and Resurface
Construction Engineering Services Proposal

Dear Mr. Zumbach:

ROWE Professional Services Company is pleased to submit a proposal to provide construction engineering services for the above referenced project. Attached is our scope of services, fee, and schedule.

We appreciate the opportunity to provide continued services for the City of Mt. Morris. If you agree with this proposal, please sign the last page of the attached contract for engineering/surveying services and return to our office. If you have any questions or require additional information, please contact me at (810) 341-7500.

Sincerely,
ROWE Professional Services Company

Scott Hemeyer
Digitally signed by Scott Hemeyer
DN: C=US,
E=shemeyer@rowepsc.com,
O=ROWE Professional Services
Company, CN=Scott Hemeyer
Date: 2024.03.04 11:09:24-05'00'

Scott Hemeyer, P.E.
Project Manager

Attachments

R:\Projects\PROPOSAL\LETTER PROPOSAL WORK IN PROGRESS\City of Mt Morris\2024\Louisa Street CE\Louisa Street CE Proposal.docx

SINCE 1962

Flint, MI | Lapeer, MI | Farmington Hills, MI | Grand Rapids, MI | Mt. Pleasant, MI | Oscoda, MI | Grayling, MI | Myrtle Beach, SC

City of Mt. Morris
Louisa Street Mill and Resurface
Scope of Services, Fee, and Schedule
March 4, 2024

General Project Description:

The project includes cold milling the existing Hot Mix Asphalt (HMA) surface and resurfacing Louisa Street from Saginaw Street to Walter Street.

Scope of Services:

ROWE will provide the following scope of services:

Shop Drawings and Material Submittals

- ROWE will review shop drawings and material submittals to verify the material being installed conform to the construction plans and specifications. Once reviewed, the shop drawings will be distributed to the city and contractor for their files.

Construction Administration

- ROWE will schedule and facilitate a pre-construction meeting with the city and the Contractor. ROWE will prepare meeting minutes and distribute them to all attendees.
- ROWE will assist the city with executing contract documents including the notice of award, agreement and notice to proceed. ROWE will review the contractor's insurance on bonds for conformance with the contract requirements.
- ROWE assist with construction issues at the city's request during construction of the project.
- ROWE will assist with processing Contractor payment applications and change orders.
- ROWE will attend a project final walkthrough, generate punch list, and assist with project closeout. ROWE will attend one follow up walkthrough to confirm punch list work has been completed.

Construction Observation

ROWE will provide a full-time on-site construction observer to monitor installation, provide daily inspection reports and track pay item quantities for payment purposes. The estimated construction timeframe is three weeks.

Construction Testing

ROWE will provide a technician to complete the required construction testing for the project. We anticipate the following construction testing will be needed.

- Density testing on the aggregate base of pavement repair areas.
- Density testing on HMA pavement.
- Concrete testing on concrete curb and gutter.

Fee:

The project is anticipated to be constructed within a three-week time period. Our fee is based on the following assumptions:

- Pre-construction: 10 hours for project manager, field technician and office technician for shop drawing reviews and contract administration.
- Construction
 - 180 hours for field technician (three weeks at 60 hours per week).
 - 12 hours for office technician and project manager.
- Post-construction: 16 hours for project manager, field technician and office technician for field reviews, punch lists and project closeout.

For clarification, this proposal does not include construction staking. This project requires that the contractor complete any necessary construction staking.

We will bill our construction engineering and staking scope of services on a time and materials basis with a cost not to exceed **\$26,465**.

Schedule:

The bid opening for the project is scheduled for Wednesday, February 21, 2024. The contractual substantial completion date is June 21, 2024, with final completion on July 19, 2024.

Contract for Engineering Services

Louisa Street Mill and Resurface Mt. Morris, MI

THIS AGREEMENT, entered into this _____ day of _____, 2024, by and between City of Mt. Morris Department of Public Works hereinafter referred to as the "Client", and ROWE Professional Services Company, hereinafter referred to as the "Consultant".

The Client has the following project, hereinafter referred to as the "Project": Louisa Street Mill and Resurface, includes cold milling the existing hot mix asphalt surface and resurfacing Louisa Street from Saginaw Street to Walter Street.

The Client and the Consultant, in consideration of the mutual covenants hereinafter set forth, agree as follows in regard to the involvement of the Consultant in the Project:

Section 1 – Basic Services of the Consultant

A. Scope of Service:

The Consultant will perform the services described in the Consultant's Proposal, dated March 4, 2024 (hereinafter the "Services"). A copy of the Proposal is attached and incorporated into this Agreement as Exhibit A.

B. General:

1. The Consultant agrees to perform the Services in a timely manner, consistent with sound professional practice, in connection with the Project. If there is a written schedule that applies to the Services, it will be identified in Exhibit A or in a separate written document agreed to by both the Client and Consultant.
2. Serve as the Client's representative with respect to the work to be performed under this Agreement. Consultant shall have complete authority to provide direction, transmit instructions, receive and review information, interpret and define Client's policies and decisions with respect to the work covered by this Agreement.

Section 2 – Additional Services of the Consultant

A. General:

If authorized in writing by the Client, the Consultant will perform additional services of the following types which will be paid for by the Client as indicated in Paragraph 5.B.

1. Additional services due to changes in the general scope of the Project.
2. Additional services due to unforeseen or hidden conditions.
3. Additional services in connection with the Project, not otherwise provided for in this Agreement, subject to prior approval of the Client.

Section 3 – Client's Responsibilities

A. General:

1. Provide full information as to its requirements for the Project.
2. Assist the Consultant by placing at the Consultant's disposal all available information pertinent to the Project, including previous reports and any other data relative to the Services of the Project.
3. Provide access for the Consultant to enter upon lands as required for the Consultant to be able to perform the Services.
4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Consultant and shall render in writing decisions pertaining thereto within

a reasonable time so as not to delay the Services or the Project. The Consultant will assist the Client in preparing applications and documents to secure approvals and permits. The Client is responsible for payment of permit application fees and charges.

5. Provide reasonable legal, accounting, and insurance counseling services for the Project.
6. Obtain approval of governmental authorities having jurisdiction over the Project.
7. Furnish, or direct the Consultant to provide, at the Client's expense, necessary additional services as stipulated in Section 2 of this Agreement, or other services as required.
8. Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any defect or suspected defect in the Project. Decisions and direction from the Client shall be provided in a timely manner, so as to not delay the Services or the Project.

Section 4 – Period of Service

A. General:

1. The Consultant will commence performing the Services after this Agreement is signed by the Client and the Client has provided written authorization to proceed.
2. The Services shall be considered complete when Services described in Exhibit A have been completed.

Section 5 – Payments to the Consultant

A. Payments for Basic Services of the Consultant Under Section 1:

1. The Client will pay the Consultant for the Services and reimbursable expenses indicated in Exhibit A.
2. The payment for the Services, including reimbursable expenses, as defined above shall be allocated to be paid monthly, as the Services progress. Payments are due within 30 days of the invoice date. Outstanding invoices in excess of 30 days will be subject to interest incurred at a rate of 1.5 percent per month. Effective after September 21, 2021, there is a 3 percent convenience fee on all amounts paid by the Client using a credit card.

B. Payment for Additional Services of the Consultant Under Section 2:

1. The Client will pay the Consultant for additional services within 30 days of the invoice date for the applicable additional services.

C. General:

1. If this Agreement is terminated after completion of any phase of the Consultant's Services, the progress payments to be made in accordance with Paragraph 5.A.1 and 5.A.2 on account of all prior phases completed shall constitute total payment for the Services rendered. If this Agreement is terminated during any phase of the Services, payment shall be made for Services performed prior to termination on the basis of the portion of each phase completed.
2. If, prior to termination of this Agreement, any Services designed or specified by the Consultant during any phase of the Services are suspended in whole or in part or abandoned not due to any fault of the Consultant, after written notice from the Client, the Consultant shall be paid for Services performed prior to receipt of such notice from the Client as provided in Paragraph 6.A for termination during any phase of the Services.
3. Where the Consultant utilizes subconsultants to perform a portion of the Services, and the subconsultants directly invoices the Consultant, the subconsultants' invoices will be marked up by 15 percent to cover administration costs.

Section 6 – General Conditions

A. Termination:

This Agreement may be terminated by either party upon 14 days' written notice in the event of substantial failure to perform, in accordance with terms hereof, by the other party through no fault of the terminating party. If this Agreement is so terminated, the Consultant shall be paid as provided in Paragraph 5.C.

B. Ownership:

All documents, except those provided by the Client, but including estimates, specifications, field notes, and data are and remain in the property of the Consultant as Instruments of Service. The Client shall be provided a set of reproducible drawings and copies of other record documents. However, they are not intended or represented to be suitable for re-use by the Client or others for extensions of the Project or for any other project.

C. Insurance:

The Consultant shall secure and maintain Commercial General Liability, Auto, Workers' Compensation, and Professional Liability insurance while performing the Services under this Agreement. The Client shall secure and maintain insurance to protect the Project and its operations from loss or damage both during and after construction.

D. Successors and Assigns:

The Client and the Consultant each binds themselves and any partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the Client nor the Consultant shall assign, sublet, or transfer their interests in this Agreement without the written consent of the other party.

E. Independent Contractor:

It is understood and agreed that the Consultant is an independent contractor and is not an employee or agent of the Client.

F. Non-Discrimination:

The Consultant and/or any subconsultants shall not discriminate against any employees or applicant for employment to be employed in the performance of this Contract with respect to his or her hire, tenure, terms, conditions, or privileges of employment.

G. Mediation:

In an effort to resolve any conflicts that arise while performing the Services of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

H. Jobsite Safety:

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/Project site, shall relieve the construction contractor(s) of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with the construction work or any health or safety programs or procedures. The Client agrees to require the construction contractor(s) to provide liability insurance for the Project(s), indemnifying and listing as additional insureds the Client, the Consultant and the Consultant's employees and subconsultants.

I. Limitation of Liability:

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and its employees and subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause(s) including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and its employees shall not exceed the total fee for Services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

J. Standard of Care:

The Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant provides no warranty or guarantee, express or implied, with regard to the Services.

K. Project Information:

Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings, and legal information.

L. Submittals:

If Consultant is requested to review contractor submittals such as shop drawings, product data and samples, that review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the plan, specifications or other deliverables issued by the Consultant. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. Consultant's review shall not constitute approval of safety precautions or, any construction means, methods, techniques, sequences, or procedures. The Contractor understands and agrees that approvals, reviews, and inspections are for the sole and exclusive purposes of the Consultant, which is acting in a governmental capacity under the contract. The Consultant approvals, reviews, and inspections do not relieve the Contractor of its contractual obligations. Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

M. Construction Phase:

The Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the requirements of the plans, specifications or other deliverables prepared by Consultant. The Consultant shall not have control over or charge of, and shall not be responsible for, acts or omissions of the construction contractor or of any other persons or entities performing portions of the construction work.

N. Applicable Law:

The terms of this Agreement shall be governed by the laws of the State of Michigan. In the event a provision of this Agreement is rendered unlawful, the remaining terms and provisions shall remain in effect.

Section 7 – Special Provisions

The Client and the Consultant mutually agree that this Agreement shall be subject to the following special provisions which, together with the remaining provisions hereof, and the exhibits hereto, represent the entire Agreement between the Client and the Consultant concerning the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral, concerning such subject matter. This Agreement may be amended only by written instrument signed by both the Client and the Consultant.

NONE.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written. By signing below, you represent that you are fully authorized to enter into the terms of this Agreement.

Client:
City of Mt. Morris Department of Public Works

Consultant:
ROWE Professional Services Company

Signature

Typed Name and Title

Digitally signed by Scott Hemeyer
DN: C=US, E=shemeyer@rowepsc.com,
O=ROWE Professional Services
Company, CN=Scott Hemeyer
Date: 2024.03.04 11:09:43-05'00'

Scott Hemeyer

Signature

Scott Hemeyer, P.E. – Project Manager
Typed Name and Title