

**COPY OF
DISBURSEMENT
LIST IS
AVAILABLE
IN THE
CONTROLLER'S
OFFICE**

July 9, 2013

MEMORANDUM
CITY OF ROSEVILLE
ENGINEERING DEPARTMENT

TO: Scott Adkins, City Manager
Glenn Sexton, Building Director

FROM: Steve Wietecha, Engineering Inspector

DATE: June 24, 2013

RE: 2006 – 2007 Pavement / Water Patch Program

We have received a request from Galui Construction Company to extend the 2006-2007 Pavement / Water Patch Program for 2013-2014 with all prices remaining the same.

The City realizes a savings in extending the contract as the cost of sending the contract out for bid of approximately \$4,000.00.

This contractor's performance is exceptional and we would recommend extending the contract for an additional year. In comparison to previous contractors the City also benefits from a reduced amount of overtime inspection hours with this contractor.

Copy of the letter from Galui Construction Company is attached as well as the bid tabulation provided by Scott Lockwood of AEW for a similar project which is considerably higher in cost.

SW/tjh



33805 Harper Avenue
Clinton Township, MI 48036
Phone: (586) 294-2081 - Fax: (586) 792-8325

June 24, 2013

City of Roseville
29777 Gratiot Ave.
Roseville, MI 48066-0290

Re: Request for Extension of Contract

Dear Sir or Madam:

Galui Construction, Inc. is proposing an extension of the 2006 Pavement Patching Program. We propose to complete the 2013-2014 Program with no increase to the current unit prices.

Your consideration of this matter is greatly appreciated.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Anthony Galui", is written over the typed name.

ANTHONY GALUI
President



TABULATION OF BIDS

City of Grosse Pointe Woods

2013 Concrete Pavement Repair Program

AEW PROJECT NO. 01160-0353

Item No.	Description	Quantity	Units	Fiore Enterprises, LLC		Hartwell Cement Company		C & L Enterprizes, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1.	Full Depth Sawcutting Through Existing Pavement, Sidewalk, Driveway, or Curb	3,100.00	LF	2.00	6,200.00	3.25	10,075.00	2.00	6,200.00
2.	Subgrade Undercutting, Type II, Modified	50.00	CY	40.00	2,000.00	1.00	50.00	10.00	500.00
3.	Sidewalk, Rem	123.00	SY	10.00	1,230.00	4.50	553.50	5.00	615.00
4.	Driveway, Conc, Rem	129.00	SY	10.00	1,290.00	4.50	580.50	5.00	645.00
5.	Pavt Repr, Rem	1,850.00	SY	10.00	18,500.00	13.50	24,975.00	8.00	14,800.00
6.	Dr Structure Cover, Adj, Case 1	46.00	EA	375.00	17,250.00	175.00	8,050.00	175.00	8,050.00
7.	Dr Structure Cover, Adj, Case 2	4.00	EA	275.00	1,100.00	175.00	700.00	200.00	800.00
8.	Dr Structure, Adj, Add Depth	75.00	FT	75.00	5,625.00	75.00	5,625.00	50.00	3,750.00
9.	Dr Structure Cover, Sanitary Manhole	4.00	EA	415.00	1,660.00	400.00	1,600.00	400.00	1,600.00
10.	Dr Structure Cover, Storm Manhole	4.00	EA	390.00	1,560.00	400.00	1,600.00	400.00	1,600.00
11.	Dr Structure Cover, Catch Basin	36.00	EA	410.00	14,760.00	400.00	14,400.00	400.00	14,400.00
12.	Dr Structure Cover, Water Gate Well	2.00	EA	400.00	800.00	400.00	800.00	400.00	800.00
13.	Underdrain, Subgrade, 4 inch, Modified	620.00	FT	7.25	4,495.00	9.00	5,580.00	9.00	5,580.00
14.	Dr Structure, Tap, 4 inch	68.00	EA	75.00	5,100.00	15.00	1,020.00	50.00	3,400.00
15.	Curb Casting	1.00	EA	75.00	75.00	150.00	150.00	100.00	100.00
16.	Catch Basin Trap	6.00	EA	400.00	2,400.00	600.00	3,600.00	300.00	1,800.00
17.	Curb and Gutter, Rem	25.00	FT	10.25	256.25	10.00	250.00	4.00	100.00
18.	Dr Structure, 24 inch dia	1.00	EA	900.00	900.00	1,200.00	1,200.00	1,000.00	1,000.00
19.	Dr Structure, 36 inch dia	1.00	EA	1,200.00	1,200.00	1,500.00	1,500.00	1,200.00	1,200.00
20.	External Structure Wrap, 12 inch	32.00	EA	390.00	12,480.00	400.00	12,800.00	350.00	11,200.00
21.	External Structure Wrap, 18 inch	14.00	EA	490.00	6,860.00	450.00	6,300.00	400.00	5,600.00
22.	Lane Tie, Epoxy Anchored	1,100.00	EA	5.50	6,050.00	2.25	2,475.00	3.00	3,300.00



TABULATION OF BIDS

City of Grosse Pointe Woods

2013 Concrete Pavement Repair Program

AEW PROJECT NO. 0160-0353

Item No.	Description	Quantity	Units	Fiore Enterprises, LLC		Hartwell Cement Company		C & L Enterprizes, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
23.	Joint, Expansion, E2	100.00	FT	20.00	2,000.00	14.00	1,400.00	8.00	800.00
24.	Joint, Expansion, Erg, Modified	100.00	FT	20.00	2,000.00	14.00	1,400.00	8.00	800.00
25.	Cement	1.00	TON	110.00	110.00	150.00	150.00	100.00	100.00
26.	Sidewalk, Conc, 4 inch	1,100.00	SF	3.25	3,575.00	3.75	4,125.00	3.00	3,300.00
27.	Sidewalk, Conc, 6 inch	500.00	SF	3.75	1,875.00	4.50	2,250.00	3.50	1,750.00
28.	Driveway, Nonreinf Conc, 6 inch	130.00	SY	32.00	4,160.00	41.00	5,330.00	31.50	4,095.00
29.	Pavt Repr, Nonreinf. Conc., 8 Inch	1,800.00	SY	36.75	66,150.00	56.50	101,700.00	70.00	126,000.00
30.	Pavt Repr, Nonreinf. Conc., 9 Inch	50.00	SY	45.00	2,250.00	60.50	3,025.00	60.00	3,000.00
31.	HMA, 13A	1.00	TON	175.00	175.00	150.00	150.00	500.00	500.00
32.	Curb and Gutter, Conc, Det F4	25.00	FT	25.00	625.00	15.00	375.00	20.00	500.00
33.	Sidewalk Ramp, Conc, 8 inch	160.00	SF	6.50	1,040.00	6.75	1,080.00	5.00	800.00
34.	Detectable Warning Surface	15.00	FT	40.00	600.00	15.00	225.00	50.00	750.00
35.	Traffic Maintenance and Control	1.00	LS	7,500.00	7,500.00	1,500.00	1,500.00	5,000.00	5,000.00
36.	Observation of Material and Work to be Performed (Crew Days)	560.00	/Day	30.00	16,800.00	17.00	9,520.00	15.00	8,400.00
TOTAL AMOUNT BID				\$	220,651.25	\$	236,114.00	\$	242,835.00

* CORRECTED BY ENGINEER



TABULATION OF BIDS

City of Grosse Pointe Woods

2013 Concrete Pavement Repair Program

AEW PROJECT NO: 0160-0353

Century Cement Company
12600 Sibley Road
Riverview, MI 48193

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount
1.	Full Depth Sawcutting Through Existing Pavement, Sidewalk, Driveway, or Curb	3,100.00	LF	4.00	12,400.00
2.	Subgrade Undercutting, Type II, Modified	50.00	CY	35.00	1,750.00
3.	Sidewalk, Rem	123.00	SY	1.00	123.00
4.	Driveway, Conc, Rem	129.00	SY	1.00	129.00
5.	Pavt Repr, Rem	1,850.00	SY	18.00	33,300.00
6.	Dr Structure Cover, Adj, Case 1	46.00	EA	400.00	18,400.00
7.	Dr Structure Cover, Adj, Case 2	4.00	EA	350.00	1,400.00
8.	Dr Structure, Adj, Add Depth	75.00	FT	200.00	15,000.00
9.	Dr Structure Cover, Sanitary Manhole	4.00	EA	400.00	1,600.00
10.	Dr Structure Cover, Storm Manhole	4.00	EA	400.00	1,600.00
11.	Dr Structure Cover, Catch Basin	36.00	EA	400.00	14,400.00
12.	Dr Structure Cover, Water Gate Well	2.00	EA	400.00	800.00
13.	Underdrain, Subgrade, 4 inch, Modified	620.00	FT	25.00	15,500.00
14.	Dr Structure, Tap, 4 inch	68.00	EA	220.00	14,960.00
15.	Curb Casting	1.00	EA	400.00	400.00
16.	Catch Basin Trap	6.00	EA	500.00	3,000.00
17.	Curb and Gutter, Rem	25.00	FT	15.00	375.00
18.	Dr Structure, 24 inch dia	1.00	EA	2,000.00	2,000.00
19.	Dr Structure, 36 inch dia	1.00	EA	2,500.00	2,500.00
20.	External Structure Wrap, 12 inch	32.00	EA	200.00	6,400.00
21.	External Structure Wrap, 18 inch	14.00	EA	250.00	3,500.00
22.	Lane Tie, Epoxy Anchored	1,100.00	EA	5.00	5,500.00



TABULATION OF BIDS

City of Grosse Pointe Woods

2013 Concrete Pavement Repair Program

AEW PROJECT NO. 0160-0353

Century Cement Company
12600 Sibley Road
Riverview, MI 48193

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount
23.	Joint, Expansion, E2	100.00	FT	14.00	1,400.00
24.	Joint, Expansion, Erg, Modified	100.00	FT	14.00	1,400.00
25.	Cement	1.00	TON	100.00	100.00
26.	Sidewalk, Conc, 4 inch	1,100.00	SF	3.00	3,300.00
27.	Sidewalk, Conc, 6 inch	500.00	SF	3.00	1,500.00
28.	Driveway, Nonreinf Conc, 6 inch	130.00	SY	3.00	390.00
29.	Pavt Repr, Nonreinf. Conc., 8 Inch	1,800.00	SY	40.00	72,000.00
30.	Pavt Repr, Nonreinf. Conc., 9 Inch	50.00	SY	45.00	2,250.00
31.	HMA, 13A	1.00	TON	500.00	500.00
32.	Curb and Gutter, Conc, Det F4	25.00	FT	25.00	625.00
33.	Sidewalk Ramp, Conc, 8 inch	160.00	SF	6.00	960.00
34.	Detectable Warning Surface	15.00	FT	35.00	525.00
35.	Traffic Maintenance and Control	1.00	LS	12,500.00	12,500.00
36.	Observation of Material and Work to be Performed (Crew Days)	560.00	/Day	25.00	14,000.00

TOTAL AMOUNT BID \$ 266,487.00

* CORRECTED BY ENGINEER

**COOPERATIVE BUILDING AND LAND USE AGREEMENT BETWEEN THE RECREATIONAL
AUTHORITY OF ROSEVILLE AND EASTPOINTE, A MICHIGAN RECREATIONAL AUTHORITY,
ROSEVILLE COMMUNITY SCHOOLS, A MICHIGAN PUBLIC SCHOOL DISTRICT, AND
THE CITY OF ROSEVILLE, A MICHIGAN MUNICIPAL CORPORATION**

In consideration of the mutual covenants and agreements herein contained, the Recreational Authority of Roseville and Eastpointe ("*Recreational Authority*"), the Roseville Community Schools ("*Schools*"), and the City of Roseville ("*City*"), hereby agree to the following:

1. **COOPERATIVE PROGRAMS OFFERED JOINTLY BY THE ROSEVILLE COMMUNITY SCHOOLS AND THE RECREATIONAL AUTHORITY OF ROSEVILLE AND EASTPOINTE**

These are programs sponsored by the Roseville Community Schools and the Recreational Authority of Roseville and Eastpointe. The Schools provide the facilities at no charge and the Recreational Authority administers the programs. Cooperative programs are limited to:

- Boys and Girls Elementary Basketball/Cheerleading
- Swimming Lessons and Open Swim
- Summer Day Camp
- Varsity Sport Camps

2. **SCHOOL SPONSORED PROGRAMS HELD AT THE RECREATIONAL AUTHORITY CENTER**

These are sponsored programs and functions of the Schools held at the Recreational Authority Center located at 18185 Sycamore, Roseville, Michigan, 48066. There is no fee assessed to the Schools for this category/use.

3. **VETERAN'S MEMORIAL PARK SOCCER FIELD**

The Schools shall have reasonable use of the field without charge.

4. **ROSEVILLE HIGH SCHOOL, ROSEVILLE MIDDLE SCHOOL AND EASTLAND MIDDLE SCHOOL BASEBALL/SOFTBALL FIELD MAINTENANCE**

The Recreational Authority shall provide field maintenance (limited to ball diamond grading and lining only) at no charge to the Schools for School sponsored games.

BASEBALL/SOFTBALL GAMES AT HURON PARK AND VETERAN'S MEMORIAL PARK

The City shall provide the Schools use of the ball diamonds at Huron Park and Veteran's Memorial Park.

The Recreational Authority shall provide field maintenance and supervision on City diamonds at no charge to the Schools for School sponsored games.

In return for this service, the Recreational Authority has exclusive rights to issue use permits limited to ball diamonds at Roseville High School (east and west ball diamonds only), Roseville Middle School and Eastland Middle School after the school year end.

5. **SCHOOL BUS RENTAL FEES**

The State of Michigan School Code MCLA 257.1865 permits the use of a school bus by a unit of government. The Recreational Authority desires the use of the Schools' busses for the transportation to and from sponsored programs for senior citizens, handicapped individuals, and summer day camps, pursuant to MCLA 257.1865(5). The Roseville Community Schools Board of Education has determined that:

- Busses are not being used for School purposes during these programs.
- The busses are not being used to transport freight, goods or merchandise.
- That other suitable or economical transportation is not available for the Recreational Authority programs.

The Roseville Community School Board of Education waves any conflict with Board Policy EDAG, which limits bus use only to youths.

The fees for the use of the busses shall be established by the Schools and by the Recreational Authority. The fees shall be locked in between September 1st and August 31st of a given year.

6. **CLARIFICATION OR DEFINITION**

Areas of clarification or areas not defined in this Agreement shall be by mutual agreement of the Superintendent of the Roseville Community Schools, the Executive Director of the Recreational Authority of Roseville and Eastpointe, and the City Manager of the City of Roseville, with notification to each respective governing board.

7. **TERM OF AGREEMENT**

The term of this Agreement shall be from April 1, 2013 through June 30, 2014.

The Recreational Authority, along with the Schools and the City, retain all authority and control over their public facilities and programs of each entity without reservation or limitation. Either party may terminate this Agreement upon ten (10) days written notice, or sooner, in the event of emergency circumstances requiring immediate action for violation of any terms of this Agreement or rules or regulations issued prior to or after executing this Agreement. The parties signing on behalf of each governing Board

warrants and represents that s/he has full and complete authority to bind the Board and its members and that all members prior to commencing participation have read and reviewed this Agreement and any applicable rules and regulations.

RECREATIONAL AUTHORITY OF
ROSEVILLE AND EASTPOINTE,
a Michigan Recreational Authority

ROSEVILLE COMMUNITY SCHOOLS,
a Michigan Public School District

BY: _____
SALVATORE AIUTO, Chairman
Recreational Authority of
Roseville and Eastpointe Board

BY: _____
THERESA GENEST, President
Roseville Board of Education

DATE: _____

DATE: _____

CITY OF ROSEVILLE,
a Michigan Municipal Corporation

BY: _____
JOHN CHIRKUN, Mayor
City of Roseville

DATE: _____

INDEMINIFICATION AND HOLD HARMLESS AGREEMENT
and
AGREEMENT TO REPAIR

The undersigned, for and in consideration of being permitted to use and/or temporarily occupy a portion of the buildings and/or grounds of the Roseville Community Schools, does hereby agree to save harmless and indemnify the said Roseville Community Schools, its agents, servants and employees, from any and all claims, damages, demands, actions, causes of actions, or any other rights whatsoever which may hereinafter be asserted against the said Roseville Community Schools by or on behalf of anyone claiming an injury and/or other damage arising out of the said use and/or occupancy of the buildings and/or grounds of the Roseville Community Schools or any portion thereof by the City of Roseville.

The undersigned further agrees to defend all claims, actions, causes of actions, or any other rights asserted against the said Roseville Community Schools arising out of or in connection with the said use and/or occupancy, and further to pay any judgments and/or settlements awarded and/or agreed to in connection therewith.

The undersigned further agrees to repair and/or pay for any and all repairs for any and all damage to the premises or theft from the premises arising during, or out of, or in connection with the said use and/or occupancy of the buildings and grounds.

The undersigned further acknowledges that it has inspected the buildings and grounds which it intends to use and/or occupy and that said buildings and grounds do not have any dangerous or defective conditions and further that said buildings and/or grounds are fully adequately equipped with all necessary safety equipment. The undersigned further acknowledges that it has inspected the condition of the buildings and grounds and is familiar

City of Roseville

with said conditions and that no representations as to the condition or state of repairs thereof have been made to the undersigned which are not herein expressed and further the undersigned which are not herein expressed and further the undersigned hereby accepts the premises in their present condition.

This Agreement applies to all use of all Roseville Community Schools' buildings and grounds as of January 1, 201____, and may be terminated by either party, at any time, provided the terminating party gives ninety (90) days written notice to the non-terminating party of its intent to terminate.

Dated: _____, 201____

WITNESSES

CITY OF ROSEVILLE,
a Michigan Municipal Corporation

BY: _____
JOHN CHIRKUN, Mayor
City of Roseville