

**AGENDA**  
**WYOMING CITY COUNCIL MEETING**  
**GRAND VIEW ELEMENTARY SCHOOL**  
**MONDAY, JULY 19, 2021, 7:00 P.M.**

- 1) **Call to Order**
- 2) **Invocation** – Pastor Beryl Galer, Resurrection Life Church  
*If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.*
- 3) **Pledge of Allegiance**
- 4) **Roll Call**
- 5) **Student Recognition**
- 6) **Approval of Minutes**  
From the June 21, 2021 Closed Session, the July 6, 2021 Regular Meeting, the July 12, 2021 Work Session and the July 12, 2021 Closed Session
- 7) **Approval of Agenda**
- 8) **Public Hearings**  
*If you wish to speak to an item during a public hearing you are welcome to do so. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Comments made during a public hearing may become part of the meeting’s permanent record. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.*
- 9) **Public Comment on Agenda Items**  
*This public comment period is reserved for comment on agenda items only. If you wish to speak about an item that is not on the agenda, please hold your comments until the acknowledgement of visitors at the end of the meeting. It is important to note this is not an opportunity for dialog or debate; this is an opportunity to provide comment to the City Council. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.*
- 10) **Presentations and Proclamations**
  - a) Presentations
  - b) Proclamations
- 11) **Petitions and Communications**
  - a) Petitions
  - b) Communications
- 12) **Reports from City Officers**
  - a) From City Council
  - b) From City Manager
- 13) **Budget Amendments**
- 14) **Consent Agenda**
  - a) Of Sympathy to the Family of Peter Eversdyk
  - b) Of Appreciation to Richard Postema for His Service as a Member of the Housing Commission for the City of Wyoming
  - c) Of Appreciation to Catherine “Kay” Bueche for Her Service as a Member of the Historical Commission for the City of Wyoming

- d) To Reappoint Members to the Historical Commission for the City of Wyoming
- e) To Schedule a Public Hearing Regarding the Necessity of Constructing Public Improvements in 56<sup>th</sup> Street from Haughey Street to Division Avenue and to Special Assess a Portion of the Costs of those Improvements (August 2, 2021 at 7:01 p.m.)

**15) Resolutions**

- f) To Authorize the City Manager to Execute an Employment Agreement with the Deputy Director of Public Safety and to Authorize the City Manager to Execute the Agreement
- g) To Approve, Authorize and Direct the Mayor and City Clerk to Sign the Kent County Indigent Defense Authority Contract and to Appoint Two Members of the KCIDA Board

**16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**

- h) To Accept a Proposal from Dr. Rik Stevenson to Facilitate Cultural Competency Sessions and to Authorize the Mayor and City Clerk to Execute the Contract
- i) To Approve Engagement of Land Matters, Inc. for Easement Acquisition Services and to Authorize the Mayor and City Clerk to Execute the Contract
- j) To Approve Amendment Number One to the Dehumidification Upgrade Project for Donohue & Associates, Inc. to Provide Construction Oversight Services and to Authorize the Mayor and City Clerk to Execute the Amendment
- k) To Authorize the Purchase of Laboratory Chemicals and Supplies from Hach
- l) To Accept a Proposal from Velting Contractors, Inc. for Curb Replacement at the Gezon Pump Station and to Authorize the Mayor and City Clerk to Execute the Contract
- m) To Accept a Quote from BioTech Agronomics, Inc. for the Purchase of a Tanker Trailer
- n) To Accept a Quote from Arrowhead Upfitters, Inc. to Upfit Police Vehicles and to Authorize the Mayor and City Clerk to Execute the Contract
- o) For Award of Bids and to Authorize the Mayor and City Clerk to Execute the Contracts
  - 1. Parks and Recreation Brochure Design, Print and Mail Services
  - 2. Marquette Park Master Plan Professional Services

**17) Ordinances**

**18) Informational Material**

**19) Acknowledgment of Visitors**

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**20) Closed Session (as necessary)**

**21) Adjournment**

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**20) Closed Session (as necessary)**

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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF SYMPATHY TO THE FAMILY OF  
PETER EVERS DYK

WHEREAS:

1. Peter Eversdyk passed away on Thursday, July 8, 2021.
2. Peter Eversdyk was elected to the Wyoming City Council as a Councilmember-at-Large in 1969 where he served with great distinction until April 1973.
3. Pete served the residents of the City of Wyoming as a member of the Planning Commission for nine years, giving generously of his time and talents.
4. The City of Wyoming gratefully acknowledges the many contributions Pete made to his community, our city, and its residents.
5. Pete will be sadly missed by his family and friends.

NOW, THEREFORE, BE IT RESOLVED:

1. Mayor Jack A. Poll and the City Council, and the entire staff of the City of Wyoming extend deepest sympathies to Peter's wife Nancy, children, relatives, and friends.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes

                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 19, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF APPRECIATION TO RICHARD POSTEMA FOR HIS SERVICE  
AS A MEMBER OF THE HOUSING COMMISSION  
FOR THE CITY OF WYOMING

WHEREAS:

1. Richard Postema served faithfully and effectively as a member of the Housing Commission from November 6, 1978 until November 4, 2002, committing to this role for a period of twenty-four years.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Richard Postema for his dedicated service as a member of the Housing Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 19, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF APPRECIATION TO CATHERINE "KAY" BUECHE FOR HER SERVICE  
AS A MEMBER OF THE HISTORICAL COMMISSION  
FOR THE CITY OF WYOMING

WHEREAS:

1. Catherine "Kay" Bueche has served faithfully and effectively as a member of the Historical Commission since December 3, 2001.

NOW, THEREFORE, BE IT RESOLVED:

1. Councilmembers and citizens of the City of Wyoming wish to express their deep appreciation to Catherine "Kay" Bueche for her dedicated service as a member of the Historical Commission.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 19, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO REAPPOINT MEMBERS  
TO THE HISTORICAL COMMISSION  
FOR THE CITY OF WYOMING

WHEREAS:

1. The term of office for some members of the Historical Commission expired on June 30, 2021.
2. Section 4.01 of the City Council Policy Manual allows the City Council to waive appointment preference policy if it determines current circumstances warrant retaining the incumbent member.
3. It is recommended the City Council reappoints the members presented.
4. It is the desire of Mayor Jack A. Poll that members be reappointed to serve on the Historical Commission for the City of Wyoming:

<u>BOARD, COMMISSION OR COMMITTEE</u>	<u>TERM ENDING</u>
<u>Historical Commission</u>	
Ronald Strauss	06/30/24
Jackie Moore	06/30/24

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council for the City of Wyoming, Michigan, does hereby confirm the reappointment of members to the Historical Commission for the City of Wyoming to the terms so stated.
2. The City Council does hereby waive the appointment preference requirement of Section 4.01 of the City Council Policy.

Moved by Councilmember:  
 Seconded by Councilmember:  
 Motion Carried        Yes  
                                   No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 19, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO SCHEDULE A PUBLIC HEARING REGARDING THE NECESSITY OF  
CONSTRUCTING PUBLIC IMPROVEMENTS IN 56<sup>th</sup> STREET FROM HAUGHEY STREET  
TO DIVISION AVENUE AND TO SPECIAL ASSESS A PORTION OF THE COSTS  
OF THOSE IMPROVEMENTS

WHEREAS:

1. The city manager directed the city's engineers to prepare plans and specifications and an estimate of cost for public improvements described as: water services, sanitary sewer main, storm sewer, sidewalk, curbs, gutters, driveway aprons, and street improvements within the 56<sup>th</sup> Street right-of-way from Haughey Street to Division Avenue S (the "Project").
2. The city manager caused a copy of those Project plans, specifications and cost estimate (\$1,103,064.50) to be filed with the city clerk, together with recommendations about the portion of the Project costs to be specially assessed, the parcels proposed to be included in the special assessment district which are listed on the attached Exhibit A (proposed "Special Assessment District #21-810"), a proposed number of installments for payments of the special assessment, and the proposed interest rate to be paid on the unpaid balance of the special assessments.

NOW, THEREFORE, BE IT RESOLVED:

1. The city council tentatively determines to construct and install the Project, to specially assess \$404,726.86 amount of the Project Costs against the parcels in proposed Special Assessment District #21-810, to permit payment of the special assessment in up to 15 installments of principal plus accrued interest at the rate of 2.9% per annum.
2. The plans and specifications, cost estimate, and city manager's recommendations for the Project shall remain filed in the office of the city clerk and shall be available for public inspection. A copy shall also be posted on the city's website at: <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Projects>.
3. The city council will hold a public hearing regarding the necessity of the Project, the portion of the Project costs to be specially assessed, and the parcels to be included in Special Assessment District #21-810, at 7:01 p.m. on Monday, August 2, 2021, at Wyoming City Hall, 1155 28<sup>th</sup> St SW, Wyoming, Michigan.
4. The city clerk shall provide notice of the public hearing in the form attached as Exhibit B as follows:
  - a. Published once in the *Grand Rapids Press* not less than 5 days before the hearing date; and
  - b. By first class mail to each owner of or other party in interest in each parcel in proposes Special Assessment District #21-810, as shown on the city most recent property tax roll at least 10 days before the hearing date.
5. All resolution and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried            Yes  
   No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 19, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

**EXHIBIT A**  
**PROPOSED SPECIAL ASSESSMENT DISTRICT #21-810**

Address	5589 DIVISION AVE	Address	249 56TH STREET
Parcel Number	41-17-36-277-040	Parcel Number	41-17-36-256-005
Address	65 56TH STREET	Address	240 56TH STREET
Parcel #	41-17-36-277-010	Parcel Number	41-17-36-404-045
Address	77 56TH STREET	Address	230 56TH STREET
Parcel Number	41-17-36-277-007	Parcel Number	41-17-36-404-046
Address	102 54TH STREET	Address	212 56TH STREET
Parcel Number	41-17-36-277-026	Parcel Number	41-17-36-404-017
Address	120 54TH STREET	Address	190 56TH STREET
Parcel Number	41-17-36-226-029	Parcel Number	41-17-36-426-015
Address	139 56TH STREET	Address	176 56TH STREET
Parcel Number	41-17-36-276-008	Parcel Number	41-17-36-426-002
Address	153 56TH STREET	Address	164 56TH STREET
Parcel Number	41-17-36-276-007	Parcel Number	41-17-36-426-003
Address	167 56TH STREET	Address	154 56TH STREET
Parcel Number	41-17-36-276-006	Parcel Number	41-17-36-476-023
Address	177 56TH STREET	Address	129 56TH STREET
Parcel Number	41-17-36-276-005	Parcel Number	41-17-36-226-029
Address	195 56TH STREET	Address	100 56TH STREET
Parcel Number	41-17-36-276-004	Parcel Number	41-17-36-476-030
Address	217 56TH STREET	Address	70 56TH STREET
Parcel Number	41-17-36-256-010	Parcel Number	41-17-36-476-042
Address	241 56TH STREET	Address	5611 DIVISION AVE
Parcel Number	41-17-36-256-006	Parcel Number	41-17-36-476-043

EXHIBIT B  
FORM OF NOTICE



NOTICE OF PUBLIC HEARING  
ON PROPOSED SPECIAL ASSESSMENTS

The City Council of the City of Wyoming will hold a public hearing at on Monday, August 2, 2021, at 7:01 p.m. local time, in the at the Wyoming City Hall, 1155 28<sup>th</sup> St SW, Wyoming, Michigan (enter from the south, the 28<sup>th</sup> Street, entrance) before considering (i) whether to proceed with the construction and installation of the following described public improvements project (the "Project"), (ii) whether to special assess \$404,726.86 of the costs of the Project, (iii) what property to include in the special assessment district, (iv) whether to allow payment of the special assessment in up to 15 installments, and (v) whether to approve the recommended rate of interest on the unpaid balance of the assessment at 2.9% per annum. The proposed Project is described as: construction and installation of water services, sanitary sewer main, storm sewer, sidewalk, curbs, gutters, driveway aprons, and street improvements within the 56<sup>th</sup> Street right-of-way from Haughey Street to Division Avenue S.

The property proposed to be included in proposed Special Assessment District # 21-810 is:

Address	5589 DIVISION AVE	Address	249 56TH STREET
Parcel Number	41-17-36-277-040	Parcel Number	41-17-36-256-005
Address	65 56TH STREET	Address	240 56TH STREET
Parcel #	41-17-36-277-010	Parcel Number	41-17-36-404-045
Address	77 56TH STREET	Address	230 56TH STREET
Parcel Number	41-17-36-277-007	Parcel Number	41-17-36-404-046
Address	102 54TH STREET	Address	212 56TH STREET
Parcel Number	41-17-36-277-026	Parcel Number	41-17-36-404-017
Address	120 54TH STREET	Address	190 56TH STREET
Parcel Number	41-17-36-226-029	Parcel Number	41-17-36-426-015
Address	139 56TH STREET	Address	176 56TH STREET
Parcel Number	41-17-36-276-008	Parcel Number	41-17-36-426-002
Address	153 56TH STREET	Address	164 56TH STREET
Parcel Number	41-17-36-276-007	Parcel Number	41-17-36-426-003
Address	167 56TH STREET	Address	154 56TH STREET
Parcel Number	41-17-36-276-006	Parcel Number	41-17-36-476-023
Address	177 56TH STREET	Address	129 56TH STREET
Parcel Number	41-17-36-276-005	Parcel Number	41-17-36-226-029
Address	195 56TH STREET	Address	100 56TH STREET
Parcel Number	41-17-36-276-004	Parcel Number	41-17-36-476-030
Address	217 56TH STREET	Address	70 56TH STREET
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Address	241 56TH STREET	Address	5611 DIVISION AVE
Parcel Number	41-17-36-256-006	Parcel Number	41-17-36-476-043

Project plans and specifications, the Project cost estimate, and the City Manager's Project recommendations are on file in the Wyoming City Clerk's office in the Wyoming City Hall, 1155 28<sup>th</sup> St SW, Wyoming, MI, where they can be inspected. They are also available on the city's website at <https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Projects>.

Appearance and protest at the public hearing on the special assessment proceedings is required in order to appeal any resulting special assessment to the Michigan Tax Tribunal. Any appeal must be filed with 30 after confirmation of the special assessment roll. An owner or party in interest, or that person's agent, may appear in person at the hearing to protest the special assessment, or may file an appearance or protest by letter and that person's personal appearance shall not be required.

Kelli A. VandenBerg, Wyoming City Clerk

## STAFF REPORT

Date: July 13, 2021

Subject: 56<sup>th</sup> Street Special Assessment – SA Resolution #1 – Scheduling Necessity Hearing

From: Jeff Oonk, Senior Civil Engineer

Date of Meeting: July 19, 2021

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### **RECOMMENDATION:**

It is recommended that the City Council adopt Special Assessment Resolution #1 to tentatively determine to proceed with the project, establish the special assessment district, the amount to be assessed, the number of installments, and the interest rate, and to set a time and place for a public hearing regarding the necessity of the 56<sup>th</sup> Street Improvement Project and associated Special Assessments.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

Reliable infrastructure is critical to providing safe travel within the city as well as for safe water supply and safe disposal of stormwater and sanitary sewage. It is appropriate to apportion the costs between owners of property specially benefitting from such improvements and the public at large.

### **DISCUSSION:**

Proposed improvements within and along 56<sup>th</sup> St SW between Haughey Ave SW and Division Ave S includes construction of a new street with concrete curb and gutter, new storm sewer drainage system, new sanitary sewer (Buchanan to Division), new concrete drive approaches, and new concrete sidewalks along both sides of 56th Street. The project will capture the storm water from the street with the curb and gutter, and outlet via a new storm sewer system. The street will have a short narrow “traffic choker” at the trail crossing for the Inter Urban trail to calm traffic and encourage slower speeds. Additionally, there will be a median island at Division to calm traffic and provide some street scape benefits.

Along with the street improvements there will be a new sanitary sewer constructed from Buchanan Avenue to Division Avenue. Sewer laterals will be extended into each property to allow for future connection to each business/residence. Watermain is already in place in 56<sup>th</sup> Street so the project will only include water services to properties that do not currently have a service stubbed in.

Pursuant to a long-standing City Council policy and incorporated formula, \$404,726.86 of the total project cost of \$1,103,064.50 would be specially assessed against 24 parcels specially benefitting from these improvements. It is proposed that the special assessments be paid in 15 installments with interest at 2.9% per annum.

This resolution is the first of four resolutions that would be adopted if the City Council chooses to proceed with the project and the propose special assessments. This resolution would set the first of two public hearings for the Monday, August 2, 2021 City Council meeting.

**BUDGET IMPACT:**

Sufficient funds exist in the Sewer Fund (590), Water Fund (591), Capital Outlay Fund (400), and Local Streets Fund (203). A budget amendment may be necessary and would be brought at a later date.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE  
AN EMPLOYMENT AGREEMENT WITH THE DEPUTY DIRECTOR OF PUBLIC SAFETY  
AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS:

1. Section 4.7 of the City Charter allows the City Manager to "...exercise his judgment in the appointment or employment of officers and employees in the administrative service."
2. The City Manager desires to appoint Kip Snyder as the Deputy Director of Public Safety and recommends City Council approve the employment agreement the City Manager has negotiated.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council approves the employment agreement and authorizes the City Manager to execute the agreement.
2. The City Manager is authorized to approve future amendments to the agreement that are generally equivalent to the existing City of Wyoming bargaining agreements.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 19, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Employment Agreement

## MEMORANDUM

To: Curtis Holt, city manager

From: Kimberly Koster, director of police and fire services

Cc: Kim Oostindie, director of human resources

Date: June 30, 2021

Subject: Deputy Director of Public Safety Position

At the City, we have historically placed a high level of importance upon succession planning – setting the department up for success by preparing current employees for promotion to increasingly more responsible roles.

In working with the Human Resources Department, I have reviewed retirement trends and forecasts and the data shows that the current command staff could experience up to 70% turnover in the next seven years. Because of this, the Department of Public Safety needs to place an even stronger emphasis on succession planning for the command staff, training and mentoring the next generation of leaders within the department.

Additionally, I've placed an emphasis on cultivating the relationships we've established with our community. Expanding those relationships is crucial to maintain the trust of the community and nurture our partnership in attaining our goal of Community, Safety, Stewardship. Finally, if the City is to approach the residents with a request for additional funding to support a more appropriately staffed Department of Public Safety, this relationship will prove to be beneficial to communicate the needs of the department.

To accomplish these ideas, I would like to create the position of Deputy Director of Public Safety. I recommend appointing Kip Snyder to this position. He is currently a police captain with 27 years of experience at the City of Wyoming. In promoting Captain Snyder to a deputy director position, this would leave his current captain position open and allow him to mentor and train two new captains together. This, then, leads itself to the trickle down where we can promote and train an additional lieutenant.

After reviewing these changes with Human Resources and the Finance Department, I have been advised that this proposed change would increase our FY 2021-2022 personnel budget by approximately \$191,316. However, we currently have one open position (office specialist I) budgeted in the amount of \$78,802, which we would not fill the office specialist position. This would be a net increase to our personnel budget of \$112,514. We will continue to closely monitor full department staffing and attrition to ensure that our budget is able to sustain the new structure that includes the deputy director position.

Because Captain Snyder has entered the DROP plan, the City would only need to sustain this higher level of salary until February 4, 2024, at the latest.

Provided that you agree with this recommendation, I respectfully request that this be placed on an upcoming City Council agenda.

**CITY OF WYOMING**  
**EMPLOYMENT AGREEMENT –**  
**DEPUTY DIRECTOR OF PUBLIC SAFETY**

THIS AGREEMENT between Kip C. Snyder, whose current address is as provided in his personnel file (“Employee”), and the City of Wyoming, a municipal corporation, of 1155 – 28<sup>th</sup> Street SW, Wyoming, Michigan 49509 (“City”), is made on the following terms:

**1. TERM.** The City hereby employs the Employee as Deputy Director of Public Safety. This appointment shall be effective on July 20, 2021. The Employee understands that as Deputy Director of Public Safety, he serves at the pleasure of the City Manager, who may terminate the Employee for any reason at any time, as provided by the City Charter and City Code.

**2. PERFORMANCE.** The Employee agrees to perform the duties of Deputy Director of Public Safety in a competent and professional manner and as set forth in the City Charter, City Code, established policies and regulations of the City, and the laws of the State of Michigan. A job description has been provided to the Employee that the City may periodically revise with notice to the Employee. The Employee shall report to and be supervised by the Director of Police and Fire Services.

**3. SERVICE DATE.** The Employee’s date of service with the City shall be May 3, 1993. The Employee shall be credited with all earned benefits from his service date and shall accumulate benefits uninterrupted after the effective date of this Agreement.

**4. COMPENSATION.** The Employee’s salary shall be established by the City Manager in accordance with the annual budget authorization, the City Charter, and the City Code. The salary shall be paid in accordance with City payroll procedures.

**5. BENEFITS.** The Employee shall be provided the same health, dental, vision, and life insurance, holidays, vacation (at the department head level), sick leave, sick leave incentive,

bereavement leave, educational benefits, longevity pay, and payout of accrued benefits upon separation from employment as provided to regular employees in the Administrative and Supervisory Association unless otherwise stated herein. Any accrued compensatory time off, as of the effective date of this agreement, will be paid out at the “F” step of the Captain classification. The Employee shall be provided the same retirement benefits as provided to employees in the POLC – Command Division. Benefits shall be based on a hire date of May 3, 1993. The Employee entered the DROP on February 4, 2021 and will continue in that Plan in accordance with the terms of the Defined Benefit Plan.

**6. TERMINATION.** This Agreement and the Employee’s employment pursuant to it may be terminated as follows:

a. By the Employee’s resignation. The Employee shall give written notice of the Employee’s resignation at least thirty (30) days prior to its effective date. If the Employee fails to do so, any other provision of this Agreement notwithstanding, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits, the amount of which the City shall be entitled to retain as liquidated damages for the costs it will incur as a result of such sudden resignation.

b. By the City Manager for the reason that the Employee 1) failed to substantially perform the Employee’s job duties; 2) committed misfeasance, malfeasance, or nonfeasance in the Employee’s position; 3) engaged in criminal misconduct; 4) is convicted of any felony; 5) is convicted of a misdemeanor involving bodily harm or dishonesty; or 6) performed a deliberate and wrongful act. In such circumstances, any other provision of this Agreement notwithstanding, the City shall have no obligation to pay the Employee for accumulated sick leave or vacation time or any other accrued benefits.

c. By the City Manager, other than as provided in subsection (b) of this Section. If such action is taken, the City shall pay the Employee, in addition to any other amounts to which the Employee is entitled under this Agreement, an amount equal to six months of the Employee's base salary. Such severance pay will be paid to the Employee over a six-month period by checks issued on regular City paydays and will have appropriate amounts withheld. The Employee's insurance (health, dental, vision and life) shall continue to be paid by the City for the same period. However, if the Employee secures another position of equal or greater pay during the six-month period, the City's obligation to make severance payments and continue insurance will cease. If the Employee takes another position at less pay during the six-month period, the City's obligation will be limited to the difference in pay for the balance of said six-month period. For purposes of this section, "another position" shall include employment, self-employment, independent contracting, or compensation from any source. The aforesaid severance pay and benefits shall be paid to the Employee contingent upon the Employee executing a waiver and release of all claims satisfactory to the City.

d. Upon termination of the Employee's employment, the Employee shall arrange for the immediate and orderly transfer of the Employee's office and the City-owned personal property, records, documents, and other items in the Employee's possession.

e. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee at any time and for any reason, subject only to the provisions set forth in this Section. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from the Employee's position with the City, subject only to the provisions set forth in this Section.

**7. SCOPE AND AMENDMENTS.** This Agreement is made in accordance with the provisions of the City Charter and City Code and shall be the sole agreement of the parties, any written or oral contracts to the contrary notwithstanding. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to the Employee or to the employment relationship between the Employee and the City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

**8. SEVERABILITY.** The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable, or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

**9. APPLICABLE LAW.** The terms of this agreement are to be interpreted, construed, enforced, and performed under the laws of the State of Michigan.

**10. ASSIGNMENT.** Neither party may assign its rights, duties, or interests in this Agreement without the prior written consent of the other party.

**11. JURISDICTION AND VENUE.** To the extent permitted by law, the parties agree that the jurisdiction and venue of any action brought pursuant to or to enforce this Agreement shall be solely in state court in Kent County, Michigan.

**12. BINDING.** This Agreement shall be binding upon the parties and their heirs, subrogates, successors, and assigns.

**13. RETURN OF CITY PROPERTY.** The Employee agrees that when the Employee's employment ends, the Employee is responsible for returning any City-owned property in the Employee's possession and for paying any expenses or other amounts that the Employee may owe to

the City at that time. The Employee authorizes the City to deduct any amount owed from any wage or benefit payments that may be due to the Employee.

**14. SHORTENED LIMITATIONS PERIOD.** The Employee agrees that any lawsuit or claim against the City arising out of the Employee's employment or termination of employment (including, but not limited to, claims arising under state, federal or local civil rights laws) must be brought within the following time limits or be forever barred: (a) for lawsuits requiring a Notice of Right to Sue from the Equal Employment Opportunity Commission, within 90 days after the EEOC issues that Notice; or (b) for all other lawsuits, within (i) 180 days of the event(s) giving rise to the claim, or (ii) the time limits specified by statute, whichever is shorter. The Employee waives any statute of limitations that exceeds this time limit.

CITY OF WYOMING

Dated: \_\_\_\_\_

\_\_\_\_\_  
Curtis Holt  
City Manager

Dated: \_\_\_\_\_

\_\_\_\_\_  
Kip C. Snyder  
Deputy Director of Public Safety

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPROVE, AUTHORIZE AND DIRECT THE MAYOR AND CITY  
CLERK TO SIGN THE KENT COUNTY INDIGENT DEFENSE AUTHORITY CONTRACT  
AND TO APPOINT TWO MEMBERS OF THE KCIDA BOARD

WHEREAS:

1. Wyoming as the court funding unit for the 62-A District Court, Walker and Grandville as the court funding units for the 59<sup>th</sup> District Court, and Kentwood as the court funding unit for the 62-B District Court collaboratively worked to address their respective obligations under the Michigan indigent defense commission act, 2013 PA 93, MCL 780.981 *et seq.* ("PA 93"), securing a single grant from the Michigan Indigent Defense Commission ("MIDC") to fund indigent defense attorney services in those courts and to jointly administer that grant and related indigent defense attorney services contracts; and
2. Due to MIDC positions on some issues, staff of the four cities are recommending formation of an authority to serve as the single MIDC grantee, to administer the grant and comply with grant requirements, to contract with indigent defense counsel, and to otherwise fulfill the cities' respective obligations under PA 93.

NOW, THEREFORE, BE IT RESOLVED:

1. The Kent County Indigent Defense Authority ("KCIDA") Contract (the "KCIDA Contract") is approved in substantially the form attached as Exhibit A, subject to changes approved by the Mayor and City Attorney, and the Mayor and City Clerk are authorized and directed to sign the KCIDA Contract for the City.
2. Pursuant to the KCIDA Contract, Finance Director Kate Balfourt is appointed to serve a term on the KCIDA Board ending on the earlier of June 30, 2025<sup>1</sup> or until that person is no longer serving as the City's Finance Director. Also pursuant to the KCIDA Contract, John McCarter, as the City's Deputy City Manager, is appointed to serve a term on the KCIDA Board ending on the earlier of June 30, 2023<sup>2</sup> or until that person is no longer serving as an officer or Employee of the City.
3. All resolutions and parts of resolutions are, to the extent any conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 19, 2022.

---

Kelli A. VandenBerg, Wyoming City Clerk

<sup>1</sup> For Grandville and Kentwood, this is 2023. For Walker and Wyoming, this is 2025.

<sup>2</sup> For Walker and Wyoming, this is 2023. For Grandville and Kentwood, this is 2025.

**Exhibit A**  
**KENT COUNTY INDIGENT DEFENSE AUTHORITY CONTRACT**

This Kent County Indigent Defense Authority Contract is made as of August 1, 2021 among the City of Grandville, 3195 Wilson Ave SW, Grandville, MI 49418 (**Grandville**) and the City of Walker, 4243 Remembrance Rd NW, Walker, MI 49534 (**Walker**), as the court funding units for the 59<sup>th</sup> District Court, the City of Wyoming, 1155 28<sup>th</sup> St SW, PO Box 509, Wyoming, MI 49509-0905 (**Wyoming**), as the court funding unit for the 62-A District Court, and the City of Kentwood, 4900 Breton Ave SE, PO Box 8848, Kentwood, MI 49518 (**Kentwood**), as the court funding unit for the 62-B District Court (together the “**Cities**”).

**Recitals**

- A. Pursuant to the Michigan indigent defense commission act, 2013 PA 93, MCL 780.981 *et seq.*, the Michigan Indigent Defense Commission (**MIDC**), under the aegis of the Michigan Department of Licensing and Regulatory Affairs (**LARA**), promulgated minimum standards for indigent criminal defense (**MIDC Standards**) and provides grants to court funding units for funds exceeding amounts each court funding unit historically provided for indigent criminal defense (commonly known as “**local shares**”) that are needed to implement those standards (**MIDC grants**).
- B. For the state’s 2019 and 2020 fiscal years each of the Cities received separate MIDC grants to fund the respective indigent criminal defense services in the 59<sup>th</sup>, 62-A and 62-B District Courts (**Courts**) and contracted separately with one or more indigent criminal defense service providers for those services.
- C. In 2020, the parties, along with each of the courts they funded, signed a Memorandum of Collaboration for Indigent Defense Services to provide for a joint MIDC grant to fund indigent criminal defense services for defendants appearing in the Courts.
- D. For various reasons, pursuant to the municipal partnership act, 2011 PA 258, MCL 124.111 *et seq.*, the parties now wish to form an authority, *i.e.*, a separate public body corporate, that will undertake all of their respective duties and obligations and to exercise all of their respective authority with respect to MIDC grants and providing indigent criminal defense services in the Courts.

**Terms and Conditions**

1. **Authority Created.** By signing this Contract following the approval of their respective city councils and city commissions, the parties have formed the Kent County Indigent Defense Authority (**KCIDA**), as a separate public body corporate, to provide indigent criminal defense attorney services in the Courts. The KCIDA shall function without need for any further approvals of the parties. The KCIDA shall:
- A. Enjoy and exercise all powers and authority the parties have individually to provide indigent criminal defense attorney services in the Courts.
- B. Perform all tasks, duties, and obligations the parties have individually to provide indigent criminal defense attorney services in the Courts.
- C. Exercise all its authority and perform all its tasks, duties and obligations within the funding provided pursuant to this Contract.
- D. Without limiting any of the full powers, authority, tasks, duties, and obligations provided in subsections 1.A and 1.B, the Authority shall have the following specific powers:
1. Obtain a separate employer identification number (**EIN**) and undertake such other acts as are necessary to operate as an independent entity under applicable law.
  2. Employ or otherwise engage such personnel as the KCIDA Board deems necessary or prudent under terms and conditions as approved by the KCIDA Board.
  3. Apply for, obtain, use, account for, report regarding, and comply with the requirements of MIDC grants. Prepare, file, amend, and comply with MIDC compliance plans and costs analyses.
  4. Procure such furniture, fixtures, materials, equipment and supplies under terms and conditions approved by the KCIDA Board.

5. Under terms and conditions approved by the KCIDA Board, engage and assign attorneys, law firms or other entities to serve in the Courts as assigned indigent defense attorneys to cases in which assigned indigent defense counsel is to be provided, all in a manner consistent with MIDC Standards and MIDC grant requirements. Upon the effective date of the KCIDA's formation, Wyoming will, as the authorized representative of the parties under the Memorandum of Collaboration for Indigent Defense Services assign to the KCIDA all of the parties' rights, duties and obligations under existing contracts with the Kent County Office of the Defender and the other attorneys and law firms currently providing indigent legal defense services in the Courts.

6. Obtain under terms and conditions approved by the KCIDA Board, office space for KCIDA personnel.

7. Enter into contracts with any of the parties and/or Courts to fund or partially fund improvements to buildings, additions of equipment, or other upgrades as may be needed to provide indigent defense attorney services meeting MIDC Standards in accordance with approved MIDC compliance plans and cost analyses.

8. Adopt budgets, account for funds, and provide and file audits in accordance with applicable law, including, for example and not for limitation, the Uniform Budgeting and Accounting Act, 1968 PA 2, MCL 141.421 *et seq.*, generally accepted governmental accounting standards, and MIDC requirements. The KCIDA Board may also engage persons or entities to provide such accounting services as it deems necessary and appropriate.

9. Enter into intergovernmental agreements with other local governments, one or more of the parties, the Courts, other courts, or other governmental agencies or entities as are in the determination of the KCIDA Board necessary or appropriate to provide or improve indigent defense attorney services in the Courts.

10. Engage in any other acts, enter into other arrangements, and undertake other efforts may be in the determination of the KCIDA Board necessary or appropriate to provide or improve indigent defense services in the Courts.

2. Funding and Finances. The KCIDA shall be funded solely by the local shares, by MIDC grants and by other funding as may be made available to the KCIDA to fund indigent criminal defense services in the Courts and accepted by action of the KCIDA Board.

A. No later than the latter of (i) 10 days after the start of the state's fiscal year (currently, that would be October 10 of each year) or (ii) 10 days after the KCIDA and MIDC have fully signed the MIDC grant agreement providing funds for that state fiscal year, each of the parties shall transmit to the KCIDA their respective local share. This is the only funding commitment any of the parties is making under this Contract. However, this does not preclude any of the parties from providing additional funding should it be authorized by that party's governing body.

B. All other funding for the KCIDA shall be by MIDC grants or other funds.

C. Within 10 days of the effective date of the KCIDA's formation, Wyoming will convey all funds it is holding in its indigent defense fund on behalf of the parties under the Memorandum of Collaboration for Indigent Defense Services. The KCIDA shall use and account for those funds in accordance with MIDC requirements, applicable law and generally accepted governmental accounting standards.

D. Upon the effective date of the KCIDA's formation, Wyoming will, as the authorized representative of the parties under the Memorandum of Collaboration for Indigent Defense Services assign to the KCIDA all of the parties' rights, duties and obligations under the Memorandum of Collaboration for Indigent Defense Services and under the current MIDC grant agreement.

E. The KCIDA fiscal year shall be from October 1 to September 30 to coincide with the state of Michigan's fiscal year.

### 3. KCIDA Governance.

A. The KCIDA shall be governed by an 8-member board consisting of 2 members from each of the parties appointed by its mayor and approved by its governing body. All terms of KCIDA Board members shall terminate on June 30.

1. One member from each of the parties shall be its finance director or treasurer. The Grandville and Kentwood appointees under this subsection shall initially serve a 2-year term. The Walker and Wyoming appointees under this subsection shall initially serve a 4-year term. In addition, the term of any person appointed under this provision shall terminate when that person is no longer an officer or employee of the appointing city.

2. The other member from each of the parties may be any other city officer or employee except no KCIDA Board member shall be any of the persons listed in subsections 2.A.2.a through 2.A.2.e. The Walker and Wyoming appointees under this subsection shall initially serve a 2-year term. The Grandville and Kentwood appointees under this subsection shall initially serve a 4-year term. In addition, the term of any person appointed under this provision shall terminate when that person is no longer an officer or employee of the appointing city.

a. A judge or staff of any of the Courts or another Kent County court.

b. The city attorney or city prosecutor of any party or any staff in those attorneys' offices.

c. Any Kent County Prosecutor's office personnel.

d. A police or other law enforcement officer or person employed by a police department or law enforcement agency.

e. An attorney providing indigent legal defense services in Kent County or any person employed by an attorney, law firm or other entity providing indigent legal defense services in Kent County.

3. The governing body of an appointing city may remove a KCIDA Board member it appointed due to misfeasance, malfeasance, or nonfeasance in office, after providing the KCIDA Board member whose removal will be considered written notice of and an opportunity to first address that governing body a meeting at which removal will be considered.

C. A majority of the KCIDA Board members shall constitute a quorum of the Board. All actions may be taken by a vote of a majority of those KCIDA Board members attending a Board meeting at which a quorum of the Board is present. If there is a tie vote, the Board members may reconsider the question to determine if any board member changes a vote so that a majority votes for or against the issue. Otherwise, in case of a tie vote, the motion fails.

D. The KCIDA Board shall meet not less than 2 times per year and, upon the approval of the Board more frequently. Meeting shall be held so the Board can timely review and approve the annual grant application (*i.e.*, compliance plan and cost analysis), grant contract, compliance issues, attorney contracts, and other items. Special meetings shall be held at the request of the Board chair or any 2 Board members.

E. The KCIDA shall comply with the Freedom of Information Act, 1976 PA 442, MCL 15.231 *et seq.*, and the KCIDA Board shall comply with the Open Meetings Act, 1976 PA 267, MCL 15.261 *et seq.*

F. At its first meeting after July 1 of each year, the KCIDA Board shall select a chair, vice chair, and secretary who shall serve until their successors are selected the following year.

G. The KCIDA Board may, with the consent of the affected party, obtain legal services from the city attorney for any of the parties. However, none of the city attorneys for any of the parties may participate in the selection of attorneys to provide indigent defense services.

### 4. Withdrawal or Dissolution.

A. Any party may withdraw from the KCIDA effective at the end of a state fiscal year (currently, September 30) by providing notice not later than March 15 of that year. Upon withdrawal, the KCIDA will no longer provide indigent defense services for, apply for MIDC grants for, or undertake other services, duties or obligations under this Contract related to the one of the Courts for which the withdrawing party is

the court funding unit. Because Grandville and Walker are both court funding units for the 59<sup>th</sup> District Court, the withdrawal of either of them will serve as the withdrawal of both of them even if the other wishes to remain a party.

B. The KCIDA may be dissolved by the withdrawal in accordance with subsection 4.A by the parties that are the court funding units for any 2 of the Courts or, if parties are added, for all but one of the courts for which the KCIDA is providing for indigent defense services.

C. Upon withdrawal or dissolution, assets of the KCIDA, including any remaining funds, shall be disposed of, or disbursed in a manner acceptable to the MIDC.

5. Addition of Parties. Court funding units that wish to join the KCIDA may do so with the consent of the KCIDA Board and the governing bodies of the then current KCIDA parties. The effective date of their addition shall be the March 15 that falls next after the approvals given in the previous sentence and services will be provided to the courts for which the added parties are funding units at the beginning of the next state fiscal year (currently, the ensuing October 1).

6. General Provisions.

A. Each party had input in drafting of this contract, so it is to be construed as mutually drafted.

B. Only the Cities and Courts are intended to benefit from this contract. It is not intended to benefit or to give rights to any other party.

C. No lawsuit may be brought pursuant to or to enforce this contract unless the Cities have first expressed their respective positions in writing and met to resolve any dispute.

D. By signing this contract, the parties authorize the Wyoming city attorney and/or Wyoming Finance Director to sign documents assigning current contracts to the KCIDA and, with the MIDC's consent, to transfer funds in the indigent defense services account(s) to the KCIDA.

The Cities have signed this contract as of the date first written above.

**City of Grandville**

By: \_\_\_\_\_  
Steve Maas, Mayor

By: \_\_\_\_\_  
Marcie Poley-Kwiatkowski, City Clerk

Date signed: \_\_\_\_\_, 2021

Approved by City Council on \_\_\_\_\_, 2021.

**City of Wyoming**

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
Kelli A. Vandenberg, City Clerk

Date signed: \_\_\_\_\_, 2021

Approved by City Council on \_\_\_\_\_, 2021

**City of Walker**

By: \_\_\_\_\_  
Gary Carey, Jr., Mayor

By: \_\_\_\_\_  
Sarah Bydalek, City Clerk

Date signed: \_\_\_\_\_, 2021

Approved by City Commission on \_\_\_\_\_, 2021

**City of Kentwood**

By: \_\_\_\_\_  
Stephen C. N. Kepley, Mayor

By: \_\_\_\_\_  
Dan Kasunic, City Clerk

Date signed: \_\_\_\_\_, 2021

Approved by City Commission on \_\_\_\_\_, 2021

**MEMORANDUM**

**City Attorney** | 1155 28th St SW, Wyoming, MI 49509  
616.530.3194 | Fax 616.261.7103 | wyomingmi.gov

To: Grandville City Council, Kentwood City Commission, Walker City Commission, and Wyoming City Council

From: Scott Smith, Wyoming City Attorney

Date: July 13, 2021

Subject: Proposed formation of Kent County Indigent Defense Authority

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The Michigan Indigent Defense Commission Act, 2013 PA 93 (MIDC Act), was enacted to better provide indigent persons charged with crimes representation by competent criminal defense attorneys. Thanks to then Representative Rob VerHeulen (once Walker's mayor), the MIDC Act provides that local court funding units, including the our 4 cities, contribute only the same amounts they were expending for indigent criminal defense before MIDC Act enactment (the "local shares") and funding for increased indigent criminal defense services would be by Michigan Indigent Defense Commission (MIDC) grants.

Like all grants, details in grant terms and administration affect grant fund usage. The MIDC proposed 8 indigent criminal defense standards, 5 of which have been approved by its supervising agency, the Department of Licensing and Regulatory Affairs (LARA). Among those standards is that the selection and oversight of indigent criminal defense counsel be performed by an attorney who is wholly independent from courts and any prosecutor's office. Grant terms also generally prohibit reimbursements to local governments for time expended in grant administration by existing city staff such as finance directors, clerical staff, city attorneys and others. To minimize costs and unreimbursed staff time expended in annual grant applications, quarterly reporting, contracting with criminal defense attorneys, addressing concerns those attorneys have about the courts in which they are working (such as the lack of needed rooms for confidentially meeting with their clients), concerns expressed from time-to-time by MIDC staff, concerns raised by prosecutors, etc., our cities collaborated on a single grant for indigent criminal defense services in the 3 courts and with combined contracts with attorneys to provide those services.

While that collaboration reduced unreimbursed time, it has not sufficiently reduced it. Moreover, because some tasks need to be performed by an attorney, I was performing some of them and, when those tasks more directly involved cases in the Wyoming District Court, Kentwood's city attorney was prepared to perform them. However, the MIDC now says that arrangement is insufficiently separated from the prosecution staffs. The MIDC therefore rejected our proposed FY 2022 plan and budget (along with 70% of those submitted).

We are therefore proposing formation of the Kent County Indigent Defense Authority (KCIDA) to apply for and administer MIDC grants and oversee indigent criminal defense services for the 4 cities in the 3 courts. As an independent public body corporate, the KCIDA would hire or retain an attorney to (i) apply for and administer MIDC grants, (ii) submit quarterly reports, (iii) interface with the courts, (iv) retain, assign and oversee criminal defense attorneys, and (v) otherwise provide services needed under the MIDC Act and MIDC program. The 4 cities would continue to contribute only their local shares.

The KCIDA would be formed by a contract approved by the governing bodies of the member local governments under the municipal partnership act, 2011 PA 258, which does not require a public hearing or public notices. Each member governing body would appoint two KCIDA board members. The board would hire or retain an attorney to oversee MIDC-related activities, thus removing that unreimbursed cost from the cities. It would also contract for any other needed services. Due to its independence from the courts and cities, the KCIDA would avoid MIDC conflict of interest concerns.

If there are any questions about the proposed resolution to form the KCIDA, please contact me.

community • safety • stewardship

CITY COUNCIL

Sheldon DeKryger   John Fitzgerald   Kent Vanderwood   Marissa Postler   Robert Postema   Sam Bolt  
**Jack A. Poll, Mayor**

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A PROPOSAL FROM DR. RIK STEVENSON  
TO FACILITATE CULTURAL COMPETENCY SESSIONS AND TO  
AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, Dr. Rik Stevenson provided the City with a proposal to facilitate cultural competency sessions at the rate of \$180 per session plus travel expenses.
2. It is estimated that the cost of the sessions over the next year will total approximately \$7,700.
3. It is recommended City Council authorize acceptance of the proposal.
4. Funds are available in account number 101-101-17200-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept the proposal from Dr. Rik Stevenson to facilitate cultural competency sessions.
2. The City Council does hereby authorize the Mayor and City Manager to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 19, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

## STAFF REPORT

Date: July 14, 2021  
Subjects: Approval of Cultural Competency Training Contract  
From: Kim Oostindie, Director of Human Resources  
Meeting Date: July 19, 2021

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### RECOMMENDATION:

Approve the professional services contract with Dr. Rik Stevenson for 24 hours of cultural competency workshops.

### COMMUNITY, SAFETY, STEWARDSHIP:

Community – As stated in the Civil Rights Policy the City Council approved in March 2021, Wyoming has a strong commitment to treating all persons with dignity, respect, and courtesy, and to ensuring fair and equal treatment. Wyoming envisions a “diverse, strong, and authentic community where all individuals have the opportunity to thrive. Understanding cultural differences within the community enhances our ability to meet those goals.

Safety – Everyone in the community should feel safe and free from intimidation and harassment. Better understanding of others’ perspectives can improve communication, trust, and a sense of safety.

Stewardship – Avoiding cultural conflicts and bridging cultural divides reduces risks of civil rights and other claims in policing, human resources, and other areas of city government.

### BUDGET IMPACT:

Funds are budgeted for training and community engagement, so this contract will have no budgetary impact.

### DISCUSSION:

Dr. Stevenson is a former GVSU professor and Christian Reformed Church pastor (once serving at a Grand Rapids area church), and a current University of Florida professor, who recently led several cultural competency sessions with city personnel and community members. Those sessions received overwhelmingly positive feedback even from person who were initially skeptical of them.

Dr. Stevenson employs historical information to engage session participants in discussions aimed at improving our ability to cross-culturally communicate with those with differing perspectives. His style is to challenge preconceptions without confrontation. He does not advance an ideology or political viewpoint.

Unfortunately, an early miscommunication seems to have raised some concerns about this training. When staff first contacted Dr. Stevenson about some training, staff asked Dr. Stevenson if there was a book that could be helpful to prepare for that training. While Dr. Stevenson does not rely on and did not endorse any book, he indicated *Critical Race Theory*, written by two professors, is a well-known text used in some academic settings to define some terms and explain a spectrum of academic perspectives on issues of race relations. To be clear, Dr. Stevenson has not referred to “critical race theory” in any of the city sessions he facilitated, and he is not intending to do so. Furthermore, since the initial training in the fall of 2020, employees have not been requested or required to read or review the material related to critical race theory.

We propose engaging Dr. Stevenson for 24 hours of sessions involving staff and community members to be held during this fiscal year at a total estimated cost of \$4,320.00 plus travel and other expenses for a currently estimated total cost of \$7,700.



**Robert L. Stevenson. Jr, PhD**

drrik@mac.com

616-780-0749

Cultural Competency Workshop Proposal

June 21, 2021  
City of Wyoming  
A Michigan municipal corporation  
1155 28th Street SW Wyoming, MI 49509  
Wyoming City Manager

Attention Mr. Holt,

24 Cultural Competency & Diversity Workshops

1 Out of State Travel Expenses & Gov't Charges 3,380.00

8am to 11am. 1pm to 4pm.

8am to 11am. 1pm to 4pm.

8am to 11am. 1pm to 4pm.

8am to 11am. 1pm to 4pm.

Unit Ext. \$180.per hour

24hours x 180.00 = \$4320.00

Monday (6 hours) Employee Group A: Employee Group B:

Tuesday (6 hours) Employee Group C: Employee Group D:

Wednesday (6 hours) Employee Group E:

Employee Group F:

Thursday (6 hours) Employee Group G: Employee Group H:

Thank You!

Total Payments Balance

\$7,700.00

Robert L. Stevenson, Jr., PhD

# wyoming

MICHIGAN

## STANDARD CITY PROFESSIONAL SERVICES CONTRACT

CITY OF WYOMING, MICHIGAN

(\$8,500 OR LESS)

This Contract is made as of the Effective Date between the City and the Professional.

"City" means: City of Wyoming  
A Michigan municipal corporation  
1155 28<sup>th</sup> Street SW  
Wyoming, MI 49509

"City Professional Services Contract Standard Terms and Conditions" means the 2-page document attached as Exhibit A entitled "City of Wyoming, Michigan City Professional Services Contract Standard Terms and Conditions."

"Effective Date" means: \_\_\_\_\_, 20\_\_

"Professional" means: Robert L. Stevenson, Jr., Ph.D.  
[Name of professional entity]

A. Florida: Educational Training & Development  
[State and type of entity, e.g., corporation, limited liability company, etc.]

5499 NW 27<sup>th</sup> Place Ocala FL 34482  
[Professional's street address]

Ocala FL 34482  
[Professional's city, state & zip]

"Proposal" means the Professional's proposal for the Services attached as Exhibit B.

"Services" means: \_\_\_\_\_  
[Detail the work: e.g., "design and construction services for . . ." "appraisal of . . ." "delineate wetlands at . . ." etc.]

### TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. The Professional will perform the Services as detailed in the Proposal. Except as otherwise provided in the Proposal, the Professional will provide all qualified personnel, supplies and tools needed to perform the Services as described in the Proposal.
2. The City will pay the Professional in accordance with the Proposal. The City will, on a timely basis, provide any information and services the Proposal identifies as being provided by the City so the Professional can perform the Services as described by the Proposal.
3. The Professional represents and warrants, except for those specifically waived in this paragraph it is complying with and will comply with the City Professional Services Contract Standard Terms and Conditions. Waived conditions are as follows:

\_\_\_\_\_  
[Identify those the City Attorney here agreed may be waived or write "None"]

4. This is the only agreement between the parties regarding the Services that are the subject of the Proposal and there are no other agreements, representations or warranties except as are stated in the Proposal. This contract can be amended only in writing signed by both the City and Professional.

The City and Professional have signed this Contract as of the Effective Date.

City of Wyoming

By \_\_\_\_\_  
Curtis L. Holt, City Manager  
Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:

\_\_\_\_\_  
Scott G. Smith, City Attorney

\_\_\_\_\_  
[Professional's name]

By \_\_\_\_\_  
[Signature officer, director or principal of Professional]

\_\_\_\_\_  
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: \_\_\_\_\_, 20\_\_

CITY OF  
**Wyoming**  
MICHIGAN

**CITY PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS**

1. **Applicability.** These Standard Terms and Conditions apply to all professional services contracts to which the City of Wyoming (the "City") is a party ("City Contracts") except as expressly modified in writing signed by the Mayor and City Clerk or the City Manager. By signing a City Contract or acknowledging below, the party contracting with the City ("Professional") attests it complies with and will comply with these Standard Terms and Conditions.

2. **Legal Compliance.** Professional will comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices.

3. **Approvals.** Unless the City Contract or the Proposal states otherwise, Professional will, without expense to the City, obtain all permits and other approvals required to lawfully perform the services under the City Contract and, upon the City's request, will furnish copies of them to the City.

4. **Grant Compliance.** If state or federal grant funds have been identified to Professional as a source of payment for any part of the services, by signing the contract, Professional (i) represents Professional has reviewed the grant agreement and (ii) agrees to comply with any grant agreement terms and conditions that are applicable to the City Contract.

5. **Qualifications.** Professional represents and promises that:

A. Professional has and will maintain and any personnel Professional engages to provide services under the City Contract have and will maintain (i) any needed licenses, registrations, certifications, memberships, or other approvals needed to perform such services or work in Michigan and (ii) the experience and other qualifications stated in the Proposal.

B. Neither Contractor nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.

C. If the City Contract is for a CDBG, federal and/or state funded project, Professional and any subcontractors are not listed on the US-HUD listing of debarred and suspended participants.

D. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

E. Neither Professional nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.

6. **Diversity and Inclusion.** Professional and subcontractors shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, mental or physical disability, or any other reason prohibited by law (e.g., Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and <https://www.eeoc.gov/>).

7. **Ethical Standards.** Professional and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Professional has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with the City Contract; (ii) engaging in any act that creates an appearance of impropriety with respect to the award or performance of the City Contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the City Contract. No owner, director, officer, member, partner or key employee of Professional and no owner, director, officer, member, partner or key employee of any parent, affiliate, or subsidiary organization or subcontractor of Professional is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal. Professional will immediately notify the City of any violation of these standards.

8. **Media Releases.** Media releases (including promotional literature and commercial advertisements) pertaining to the City Contract or a project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

9. **W-9.** Professional and all its subcontractors will, before beginning work complete and return by email to the City Finance Department at [accounts payable@wyomingmi.gov](mailto:accounts payable@wyomingmi.gov) an IRS W-9 form (available at [www.irs.gov/](http://www.irs.gov/)).

10. **Document Ownership and Use.** All documents Professional generates as part of its services under the City Contract, whether in paper, electronic or other media or format, including for example and without limitation, any plans, specifications, bid documents, drawings, designs, and manuals, shall belong to the City upon the City's payment of any amounts due the Professional under the City Contract. The City will hold Professional harmless from and indemnify Professional for any liability that results from the use of those documents for any purpose or project beyond those purposes and projects for which they were provided to the City.

11. **Intellectual Property Warranty.** Professional guarantees the sale or use of software, records or other intellectual property

provided under or used to perform the City Contract will not infringe any copyright, patent, trademark or other intellectual property rights. Professional will, without expense to the City, defend every action brought against the City or the City's officers or employees for any alleged infringement of any intellectual property rights by reason of their use as part of the City Contract and will pay all costs, damages, and profits recoverable in any such action.

12. Taxes. The City is generally exempt from federal and state taxes and a copy of its Tax Certificate of Exemption can be requested by contacting the City Finance Department.

13. Disposal. Unless the City Contract or Proposal expressly states otherwise, Professional will remove and dispose of all materials, equipment or other items demolished, removed or replaced during the work and cleanup and remove all debris resulting from the work. Disposal will comply with applicable laws, rules and regulations and Professional will retain and, upon request, provide the City copies of any required manifest or other required disposal documentation.

14. Restoration. Professional shall restore, without expense to the City, any property damaged as a result of any services under the City Contract to a condition similar to and equal to that existing before such damage. If Professional fails to make such repairs or restorations, the City, after 48-hours' notice to Professional, may do so and deduct the cost the City incurs to do so from any amounts due Professional.

15. Risk Allocation. Professional is solely responsible for (i) the means and methods of services provided under the City Contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) any injuries or property damage during the Professional's performance of services under the City Contract. Professional shall hold the City and the City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City for personal injuries or property damage occurring during and as a result of Professional's performance of services under the City Contract, but not for any negligence or wrongdoing of the City or the City's officers or employees.

16. Professional Responsibility. Unless the Proposal provides a higher standard of care, Professional will perform Professional's services under the City Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

17. Insurance

**COMMERCIAL GENERAL LIABILITY**

Minimal Limits:

\$1,000,000 Each Occurrence Limit

\$2,000,000 General Aggregate Limit

Coverage shall include the following: (A) Contractual Liability, (B) Independent Contractors Coverage, (C) Broad Form General Liability Extensions or equivalent, if not already included, (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.

**AUTOMOBILE LIABILITY INSURANCE**

Minimal Limits (hired and non-owned automobile coverage):

\$1,000,000 per person

\$1,000,000 per occurrence

**WORKERS' DISABILITY COMPENSATION**

Coverage shall be in accordance with applicable Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.

**PROFESSIONAL LIABILITY INSURANCE**

Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.

**EXCESS/UMBRELLA INSURANCE**

Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy used to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

Upon the City's request, Professional will provide to the City's Purchasing Department copies of certificates of insurance, policies and endorsements.

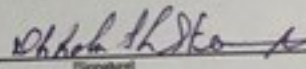
18. Records. Because the City is a public entity and because it receives funds from other governmental agencies, the City is required to retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to the City Contract for at least 6 years after completion of the City Contract. Professional will, upon the City's request, allow inspection, auditing and copying of all retained records.

19. Assignment/Beneficiaries. Unless otherwise provided in the City Contract, (i) no right or duty of Professional under the City Contract may be assigned or delegated without the City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of the City Contract.

20. Independent Contractor. Professional is wholly independent of the City and none of Professional's personnel shall be or be represented to be City officers or employees. Professional is solely responsible for the acts, omissions and statements of Professional's personnel. Professional is solely responsible for any compensation and benefits to be provided Professional's personnel for services or work provided under the City Contract. The City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

**ACKNOWLEDGEMENT**

Professional acknowledges receipt of these Standard Terms and Conditions and acknowledges that, unless modified by the City Contract, (i) they apply to the City Contract and (ii) Professional complies with and will comply with them.



Robert L. Stevenson, Jr. D.L.D.

(Printed Name and Title of Person Signing)

(Printed Name of Professional)

Date signed: 06/21/2021

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPROVE ENGAGEMENT OF LAND MATTERS, INC.  
FOR EASEMENT ACQUISITION SERVICES AND TO AUTHORIZE THE  
MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. The City of Wyoming plans to construct a new water transmission main.
2. Approximately 65 permanent easements and temporary property rights will be required.
3. The City wishes to engage a property acquisition consultant to assist in acquiring the property rights to assist with the implementation of construction.
4. City staff has successfully worked with Land Matters, Inc. on other projects.
5. Sufficient funds are located in the water fund capital outlay account 591-591-57300-986.444 to pay the anticipated costs.

NOW, THEREFORE, BE IT RESOLVED:

1. The Professional Services Contract with Land Matters, Inc. to provide the acquisition of property rights for the construction of this new transmission main is approved. The Mayor and City Clerk are authorized and directed to sign it on behalf of the City.
2. All resolutions and parts of resolutions are, to the extent conflict with this Resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 19, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Letter

Acquisition Services Contract

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: 13 July 2021

Subject: Acquisition of Easements for Third Transmission Main

From: Myron Erickson, PE, Director of Public Works

Date of Meeting: 19 July 2021

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### **RECOMMENDATION:**

It is recommended that City Council authorize the Mayor and City Clerk to execute a contract with Land Matters, Inc. for services related to the acquisition of property rights along the path of the proposed third water transmission main.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

A third transmission main is required for reliable provision of water service to Wyoming residents and other customers of Wyoming's water treatment plant. Legally and ethically obtained easement and other temporary property rights represent good stewardship.

### **DISCUSSION:**

Wyoming's water treatment plant is served by two transmission mains, a 54" and a 42" main. The plant is capable of producing 120 million gallons per day of potable water but is only able to pump 104 million gallons because of transmission main limitations. A third transmission main project is underway to relieve this bottleneck and provide greater reliability in the future. The proposed path of the first phase of this third main crosses through private property, so easement acquisitions are necessary.

There are approximately 65 easements and other temporary property rights that need to be acquired, so we solicited proposals for this work. Our engineering design consultant, Prein & Newhof, assisted with this process and the City received two competitive proposals, one from Land Matters, Inc. and one from Commonwealth. Prein & Newhof has concluded that either company would be qualified and that their fee structures, although different, would result in similar costs to us.

Land Matters has generally lower hourly rates, however, giving them a slight edge, and Wyoming staff have worked successfully with them on past projects. The total cost for the base scope of work is estimated to be between \$163,000 and \$221,000.

### **BUDGET IMPACT:**

This contract is part of the third transmission main project. Sufficient funds exist in the water fund capital outlay account 591-591-57300-986.444.

July 7, 2021  
2180630

Myron Erickson, P.E.  
City of Wyoming  
16700 New Holland Street  
Holland, MI 49424

RE: Easement Acquisition Services

Dear Myron:

The City of Wyoming requires right of way acquisition services to secure easements across private property as part of the proposed third water transmission main. We anticipate approximately 65 parcels along the 10.5-mile project route will require some combination of permanent and/or construction easement(s). Proposals for right of way acquisition services were obtained for the proposed project from Land Matters and Commonwealth.

Both proposals provided a budget price to provide base easement acquisition services. Work would be completed per the rate schedules included in each proposal. Land Matters' budget price, including title work, ranged between \$2,500-\$3,000 per parcel. Commonwealth's budget price, not including title work, was \$167,000 with an additional cost of \$300 per parcel for title work. Adjusted to include title work, the Commonwealth budget price per parcel is approximately \$2,900.

If federal funding is utilized, additional administrative work will be required to follow the Uniform Relocation Act. Commonwealth provided an anticipated cost increase of \$500 per parcel if required to follow the Uniform Act. This increases their budget price per parcel to approximately \$3,400. Land Matters indicated verbally that their budget price includes adherence to the Uniform Act.

Out of pocket costs such as appraisals, review appraisals, recording costs, among others, would be in addition to the per parcel budgeted price. Out of pocket costs can range significantly based on individual parcel needs and could be as high as \$4,000/parcel.

After review of the proposals, we have concluded that the scope of services and fee structure proposed by both parties are essentially the same. Some variations in final costs are anticipated as we work through the project needs, but the cost for the base scope of work is estimated to be between \$163,000 and \$221,000. We should note that Land Matters hourly billing rates are generally lower than Commonwealths. However, Commonwealth has more resources on hand to complete the work in a timely manner.

Mr. Erickson  
July 7, 2021  
Page 2

We have successfully worked with both companies on past projects. The City currently is working with Land Matters on other right of way acquisition needs within the City. Overall, both companies are qualified, and their fee proposals are similar. Either party would make a good partner for your project.

Following review, and Council approval, please let us know which right of way partner the City would like to use for the project.

Sincerely,

**Prein&Newhof**

A handwritten signature in blue ink, appearing to read 'Mark R. Prein', with a stylized flourish at the end.

Mark R. Prein

CITY OF  
**Wyoming**  
MICHIGAN

**PROFESSIONAL SERVICES CONTRACT**  
CITY OF WYOMING, MICHIGAN  
(OVER \$8,500)

This Contract is made as of the Effective Date between City and Professional.

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28<sup>th</sup> Street SW, PO Box 905, Wyoming, MI 49509-0905.

Professional means: Land Matters, Inc.  
[Name of contracting entity]  
A Michigan corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
11230 Tallmadge Woods Dr  
[Professional's street address]  
Grand Rapids, MI 49534  
[Professional's city, state & zip]

*Professional's personnel* means Professional's directors, members, partners, officers, employees, contractors, consultants, agents and representatives and any other individuals or entities Professional engages to provide services under the Contract.

*Deliverables* means the work products of Professional's services as detailed in the Proposal, such as plans, specifications, bid documents, estimates, reports, opinions, recommendations, pleadings, and legal documents, real estate documents, etc.

*Effective Date* means: June 10, 2021.

*Goods* means any parts, equipment, supplies, materials, or other items or services the City is acquiring from Professional as itemized or stated in the Proposal.

*Proposal* means Professional's proposal attached as Exhibit B.

*Services* means the services described and specified in the Proposal.

*Standard Terms* means the attached 2-page Exhibit A entitled "City Contract Standard Terms and Conditions."

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Professional will perform the Services and provide the deliverables as detailed in the Proposal.
2. City will pay the Professional in accordance with the Proposal.
3. Professional represents and warrants. Professional is complying with and will comply with the Standard Terms.
4. This project will be overseen by a team including the City Attorney, City's consulting engineer Prein & Newhof, and City Public Works personnel. All offers and documents require prior review by the City Attorney and will be conditioned on City Council acceptance.
5. This is the only agreement between the parties regarding City's engagement of Professional to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Professional.

City and Professional have signed this Contract as of the Effective Date.

**CITY OF WYOMING**

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:

\_\_\_\_\_  
Scott G. Smith, City Attorney

**LAND MATTERS, INC.**

By: \_\_\_\_\_  
[Signature officer, director or principal of Professional]

\_\_\_\_\_  
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: \_\_\_\_\_, 20\_\_

**EXHIBIT A**

**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.

2. **Legal Compliance.** Professional will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts.

3. **Grant Compliance.** Professional represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Professional has reviewed and will comply with all applicable grant agreement terms and conditions.

5. **Qualifications.** Professional represents and promises that:

A. Professional has and will maintain, and Professional's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.

B. Neither Professional nor any of Professional's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default..

C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (HUD), federal and/or state funded project, Professional and Professional's personnel are not listed on HUD's list of debarred and suspended participants.

D. Professional and Professional's personnel are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

E. Neither Professional nor Professional's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.

6. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all programs, benefits, and actions, including in its contracts and any activities that Professional, Professional's personnel, contractors engage in for or on behalf of City. Accordingly:

A. Professional and Professional's personnel in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials, will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and

pregnancy, childbirth or conditions related to pregnancy or childbirth. Professional and Professional's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, for example, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Professional will, in solicitations or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will be considered for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to a person's ability to perform the duties of a particular job or position.

2. Professional will send to each labor union or representative of workers with which Professional has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Professional's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Professional or Professional's personnel will, as part of its Services, be engaging for or on behalf of City with others, Professional will ensure that engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), it will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency Plan (part of City's Nondiscrimination Plan at <https://www.wyomingmi.gov>) will comply with this requirement.

C. Noncompliance with this section is a material breach of this Contract that can result in (i) withholding payments to Professional until Professional complies, (ii) Contract cancellation, termination, or suspension, in whole or in part, and/or (iii) Professional's ineligibility to bid on or enter future contracts with City.

D. Professional will retain and, upon City's request, provide copies of all information and reports required by all laws, rules, regulations, orders, directives and guidance referred to in this section as determined by City or a state or federal agency to be pertinent to ascertain Professional's compliance. If requested information is exclusively possessed by another who fails or refuses to furnish it, Professional will so certify to City.

E. Professional must include the requirements of paragraphs A through D in all subcontracts, consultant contracts, and material procurement and equipment leasing documents, directly or indirectly related to this Contract, and any other Professional activities that HUD or the United States Department of Justice determine are needed to comply with this section. Professional must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems

reasonably necessary to enforce compliance with this section including sanctions for noncompliance.

7. Ethical Standards. Professional and Professional's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Professional's personnel, any consideration contingent upon the award of this Contract. None of Professional's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Professional will promptly inform City of any change in this circumstance.

8. Media Releases. Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

9. W-9. Before beginning work Professional will e-mail to [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) a completed an IRS W-9 form.

10. Intellectual Property. Professional guarantees the sale or use of software, copies, records, or other intellectual property provided or used to perform the Services and all deliverables will not infringe any copyright, patent, trademark or other intellectual property rights. Professional will, without expense to City, defend all actions against City or City's officers or employees for any alleged infringement of any intellectual property rights by reason of their use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

11. Taxes. City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.

12. Professional Responsibility. Unless the Proposal provides a higher standard of care, Professional will perform Professional's services under the City Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

13. Risk Allocation. Professional is solely responsible for (i) means and methods of the Services, (ii) the conduct of Professional's personnel, and (iii) injuries or property damage occurring as a result of the Services. Professional will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against all claims made by persons other than City as a result of the Services. Professional will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City's officers or employees as a result of the Services.

14. Insurance. Professional must obtain and maintain the following insurance:

<b>COMMERCIAL GENERAL LIABILITY</b>
Minimal Limits: \$1,000,000 Each Occurrence, \$1,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations
Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.

<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person \$1,000,000 per occurrence
<b>WORKERS' DISABILITY COMPENSATION</b>
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
<b>PROFESSIONAL LIABILITY INSURANCE</b>
Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.
<b>ADDITIONAL INSURED</b>
If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

Upon City request, Professional will provide to City's Purchasing Department copies of certificates of insurance, policies and endorsements.

15. Records. City must retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to this Contract and the Services for at least 7 years after completion of this Contract. Professional will, upon City's request, allow inspection, auditing, and copying of all retained records.

16. Assignment/Beneficiaries. Unless this Contract states otherwise, (i) none of Professional's rights or duties may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this Contract.

17. Independent Contractor. Professional is wholly independent of City. None of Professional's personnel shall be or be represented to be City officers or employees. Professional is solely responsible for acts, omissions, and statements of Professional's personnel. Professional is solely responsible for any compensation and benefits to be provided Professional's personnel for the Services. City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.

EXHIBIT B



June 10, 2021

11230 Tallmadge

Woods Drive

Grand Rapids

MI 49534

Phone:

616•791•9805

Fax:

616•791•9815

Mr. Mark Prein, P.E.

Prein & Newhof

3355 Evergreen Drive, NE

Grand Rapids, MI 49525

Dear Mr. Prein:

Thank you for the opportunity to submit our Proposal for the **Wyoming Transmission Main** project in Ottawa County, on behalf of the City of Wyoming. This project fits our company very well as our office is located in Ottawa County and I personally, along with the majority of our staff, live in Ottawa County.

Land Matters is committed, highly capable, and well positioned to meet the easement and right of way acquisition needs of the City in a professional and efficient manner. Since 2005, Land Matters has successfully acquired land, easements, right-of-way, access, grading permits and other rights on thousands of parcels throughout Michigan. We have expertise which encompasses both the public and private sector for roadway, utilities (sanitary sewer, watermain, storm sewer, pipeline), sidewalks, trails, electrical transmission, and other infrastructure improvement projects.

Based on the information you provided, it is our understanding that the City of Wyoming plans to construct a new ten mile long, 54" diameter water transmission main. Approximately 65 permanent easements and 65 temporary grading permits will be required. We will work hand in hand with you to acquire what is needed. Acquisition work will be done in conformance with all applicable local, state, and federal guidelines, and all property owners will be treated with integrity and respect.

Land Matters proposes to complete the easement acquisition services in a timely manner, following our process as outlined on the Typical Work Plan. These tasks can be modified as needed for your particular needs.

Due to the unknowns of this project, it is very difficult to estimate the cost of easement acquisition services. We would, therefore, recommend a budget of \$2,500-\$3,000 per parcel including titlework. This does not include out of pocket costs such as a market study, appraisals and review appraisals (if needed), recording costs (which cannot be determined at this time), mileage, postage, etc.

We will only invoice for time actually spent on the project and will invoice monthly at our current standard hourly rates. A copy of our rate schedule is included with this letter. We are able to begin upon your authorization to proceed.

Our commitment and vision for Land Matters remains the same since our beginning, to provide land acquisition and related services with integrity, compassion and understanding. We are listeners and build relationships with our clients and the property owners we meet along the way. We are a people company and will do a good job for you and the City. As previously discussed, we have had an As-Needed Contract in place with the City of Wyoming for over ten years. We have successfully completed many land and easement acquisition projects during that time under Russ Henckel & Jeff Oonk. Our proximity to the project area and our familiarity with the City of Wyoming staff and their expectations make us an ideal candidate for this project. Following is additional information about Land Matters, Right-of-Way Acquisition & Relocation Experience for Local and Federally Funded projects and References.

Thank you again for the opportunity to submit this proposal to you. If there is any additional information we can provide to you, or if you would like to meet to discuss our proposal and qualifications, we would be happy to do so. Please contact me at (616) 791-9805, or by email at [dpoeder@landmattersllc.com](mailto:dpoeder@landmattersllc.com).

We look forward to being on your team.

With kindest regards,

*Deborah S. Poeder*

Deborah S. Poeder  
President



## Typical Work Plan

Land Matters is a company built on strong relationships with our clients and the property owners that we deal with on our client's behalf. Some of our clients have been with us since we were founded in 2005. To each client and everyone we serve, we offer the highest respect and treatment to accomplish what matters. Land Matters has a dynamic, proven acquisition process and we complete acquisition services in a timely manner by performing the following general tasks:

1. Review meeting with Client to determine goals of project, timeline, and discussions on specific properties and issues.
2. Set up individual files and prepare Land Acquisition Summary spreadsheet using parcel detail information obtained from the City / County files.
3. Obtain and review Last Deeds or Informative Title Commitments.
4. Prepare letter to property owners to establish relationship and inform them of project.
5. Prepare limited land value summary to establish offers for easements and /or right-of-way. If necessary, obtain before and after appraisals and review appraisals to determine compliance with requirements, and update Land Acquisition Summary with actual appraisal values. Prepare basis for payment, review with Client and obtain approval of offer.

6. Initiate conversations with MDOT Property Analyst and forward Land Acquisition Summary for review and commencement of state and federal ROW compliance file (if necessary).
7. Investigate individual properties to determine point of contacts and signatories needed.
8. Prepare deeds or easements on standard forms using current titlework, exhibit maps and legal descriptions obtained from project engineer / surveyor.
8. Prepare good faith offer letter to property owner and initiate negotiations.
9. Onsite meetings as needed with individual property owners.
10. Arrange for any necessary staking of easements and / or right-of-way areas with project engineer as requested by property owner during negotiations.
11. Prepare necessary Purchase Agreements and negotiate costs for complex acquisitions as well as incidental items.
12. Prepare and obtain any necessary Temporary Grading Permits.
13. Finalize right-of-way and/or easement transaction and forward documents to Client for acceptance.
14. Request payment from the Client on behalf of property owners.

15. Ensure proper recording of permanent land transfers with the County Register of Deeds and forward copies of recorded documents to property owners.
16. Miscellaneous meetings, discussions, and correspondence with Client, MDOT, legal counsel, project engineers, project surveyors, property owners, and others if necessary.

All work is done to ensure clear title for the acquisition of permanent rights-of-way, easements, and / or grading permits, all of which will be obtained in accordance with Client, MDOT, and federal requirements. Complete files will be available for MDOT review and right-of-way certification. Land Matters maintains an excellent record of land acquisition services, with a very small percentage of acquisitions that result in the need for eminent domain proceedings. However, the easements that cannot be obtained through the efforts described above and are deemed necessary will be forwarded to the Client's Attorney for condemnation. Land Matters will provide the Attorney with the necessary documents, and will work with the Attorney to complete all land acquisitions necessary for the project.

*The above is intended as a general Land Acquisition Work Plan prepared only for the use of Land Matters and our clients.*



Deborah S. Poeder, President  
11230 Tallmadge Woods Drive  
Grand Rapids, Michigan 49534  
616.791.9805 phone  
616.791.9815 fax  
dpoeder@landmattersllc.com



## History of our Firm ~ Who We Are

*Land Matters llc*, founded in 2005, specializes in sensitive land, right-of-way, easement acquisition and related land matters for public and private agencies. The name of our company continues to say it all. We maintain that it *matters* to our clients that require a precise and thorough due diligence review and acquisition of property interests. It also *matters* to the individual property owners who deserve to be treated with respect, sensitivity, compassion and honesty.

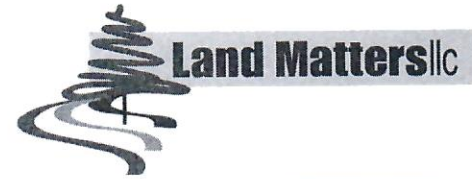
Land Matters is a people company. We are a woman owned business. Our staff of Real Estate Brokers and Salespersons, property specialists and support personnel is honest, dedicated, knowledgeable, and continues to uphold the vision and goals of Land Matters. Our company's foundation is built on strong relationships with loyal clients and the property owners that we deal with on our client's behalf. To all, we offer the highest respect and treatment to accomplish what matters to both.

We understand the efforts necessary for a comprehensive due diligence, and our goal is to meet our client's needs thoroughly and efficiently. Land Matters provides a methodical and organized project approach tailored for our client's specific needs. Our process is dynamic and communication driven.

Since our beginning in 2005, Land Matters has successfully acquired land, easements, right-of-way, grading permits and other land rights on thousands of parcels throughout Michigan. We have expertise which encompasses both the public and private sector for roadway, utilities (sanitary sewer, watermain, storm sewer, pipeline), non-motorized trails, electrical transmission, airports, and other infrastructure improvement projects. Our work is consistent with State and Federal Highway Administration (FHWA) requirements and guidelines and in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Our approach has resulted in amicable and successful negotiations with property owners without threat of eminent domain, and with very few resulting in the need for condemnation.

In summary, we are uniquely qualified AND we are passionate about our work. For additional information, please contact Deborah Poeder, President of Land Matters, at [dpoeder@landmattersllc.com](mailto:dpoeder@landmattersllc.com) or (616)791-9805. We welcome the opportunity to assist you and your community in your *land matters*.

**Right-of-Way Acquisition & Relocation Experience  
for Local Agency and Federally Funded Projects**



Project Title:	Client:
Beaver Island Airport Acquisition	Beaver Island Airport Comm.
Calhoun County Trailway - Iron Belle Trail	Calhoun County Trailway
IMC at Alpine Avenue	City of Grand Rapids
College Ave Bridge	City of Grand Rapids
Condemnation Agenda - Tallman	City of Grand Rapids
Hall Street Bridge	City of Grand Rapids
Patterson Avenue Watermain	City of Grand Rapids
East Side CSO #8 Easements	City of Grand Rapids
Leonard Hts. Pumping Station	City of Grand Rapids
Saddleback Sewer - Contract 1	City of Grand Rapids
Saddleback Sewer - Contract 2	City of Grand Rapids
Saddleback Sewer - Contract 4	City of Grand Rapids
East Side CSO 9, 10 & 11	City of Grand Rapids
Reconstruction of Bridge Street & Turner Avenue	City of Grand Rapids
Burton Street Bridge	City of Grand Rapids
East Side CSO	City of Grand Rapids
Tallman Creek	City of Grand Rapids
Indian Mill Creek	City of Grand Rapids
44th & Ivanrest	City of Grand Rapids
Division - Wealthy Intersection	City of Grand Rapids
Wilson Avenue Bridge	City of Grandville
Canal Pedestrian Bridge	City of Grandville
64th Street Relocation	City of Holland
Drake Road	City of Kalamazoo
River Raisin Heritage Acquisitions	City of Monroe
South Westnedge Right of Way	City of Portage
Portage Road Trail Easement	City of Portage
S Westnedge (Romence & Kilgore Intersections)	City of Portage
West Centre Avenue Improvements	City of Portage
Lake Michigan Drive Sidewalk	City of Walker
Alpine Avenue Sidewalks	City of Walker
Nason Drain	City of Walker
Lake Michigan Drive Tunnel	City of Walker
Lake Michigan Drive Overpass	City of Walker
Turner Avenue Improvements	City of Walker
Leonard Street	City of Walker
Gezon Parkway	City of Wyoming
36th and Michael	City of Wyoming
54th and Clyde Park	City of Wyoming
44th Watermain	City of Wyoming
Division Avenue 54th to 60th	City of Wyoming
Wrenwood Street	City of Wyoming
Bike Trail - Division Avenue to West	City of Wyoming
Clyde Park Improvements	City of Wyoming
Holden Avenue	City of Wyoming

**Right-of-Way Acquisition & Relocation Experience  
for Local Agency and Federally Funded Projects**



Project Title:	Client:
Bayberry Flooding Improvements	City of Wyoming
28th West Place (Phase I)	City of Wyoming
Buchanan Ave. Bike Path	City of Wyoming
Buchanan and Division - Sanitary	City of Wyoming
Reith Riley Parcel Sale	City of Wyoming
56th - Ivanrest to Byron Center	City of Wyoming
Wyoming - Interurban Trail	City of Wyoming
Dehoop Non-Motorized Trail	City of Wyoming
Buchanan & 32nd	City of Wyoming
Beckie Ct.	City of Wyoming
54th Street	City of Wyoming
NE corner, State & Washington	City of Zeeland
Old OCRC Garage / Zeeland Misc	City of Zeeland
Zeeland Plascore	City of Zeeland
Franklin/Washington	City of Zeeland
Northside Pathway	City of Zeeland
88th & Riley ~ Zeeland	City of Zeeland
Cooperation Drive / Lakewood Development	City of Zeeland
Rush Creek Sanitary Sewer	Georgetown Township
Baldwin Street ~ Georgetown Township	Georgetown Township
Forest Hill / Crahen Bike Path	Grand Rapids Township
Grand Rapids Twp. Phase I ESA	Grand Rapids Township
Leonard St Sidewalks	Grand Rapids Township
Acme Township Relocations *	Grand Traverse County
Drake Road, West Main to Grand Prairie	Oshtemo Township
Drake Road, Stadium to West Main	Oshtemo Township
Oshtemo Township Sanitary Sewer Extension	Oshtemo Township
Drake Road	Oshtemo Township
Drake Road Phase II	Oshtemo Township
501 State Street ESA	Village of Sparta
Sparta Parks	Village of Sparta
Sparta Airport *	Village of Sparta
Interurban Transit Partnership Relocations *	Interurban Transit Partnership
Silver Line	Interurban Transit Partnership
Laker Line	Interurban Transit Partnership
Transit station on Wilson	Interurban Transit Partnership
W Superior Street, Wayland	Allegan County Road Commission
108th Avenue Reconstruction	Allegan County Road Commission
19th Street Improvement	Allegan County Road Commission
132nd Avenue	Allegan County Road Commission
136th Avenue	Allegan County Road Commission
Laketown Township Emergency Access Road	Allegan County Road Commission
Oswego Drive	Kalamazoo County Road Commission
Sprinkle Road & G Avenue ROW Acquisition	Kalamazoo County Road Commission
24th Street Bridge Over Portage Creek-Kzoo	Kalamazoo County Road Commission

**Right-of-Way Acquisition & Relocation Experience  
for Local Agency and Federally Funded Projects**



Project Title:	Client:
9th Street ~ Kalamazoo	Kalamazoo County Road Commission
Kalamazoo River Valley Trail #5 (KRVT)	Kalamazoo County Road Commission
E. Kilgore Road/Bacon Avenue	Kalamazoo County Road Commission
35th - Miller	Kalamazoo County Road Commission
Stadium Drive/35th Street	Kalamazoo County Road Commission
Drake Rd., D Avenue	Kalamazoo County Road Commission
Kalamazoo River Valley Trail - Seg 1/2	Kalamazoo County Parks Commission
Kalamazoo River Valley Trail - Segment 3	Kalamazoo County Parks Commission
Kalamazoo River Valley Trail - Segment 4	Kalamazoo County Parks Commission
28th & Kraft Intersection	Kent County Road Commission
Polk Road, Golden Township	Oceana County Road Commission
Silver Lake - Roadway & Non-Motorized Trail	Oceana County Road Commission
Schofield Road	Osceola County Road Commission
Park West Drain - Holland	Ottawa County Drain Commission
Ovens & Sawyer Drain Easement	Ottawa County Drain Commission
Schoemaker Drain - Jamestown	Ottawa County Drain Commission
DeWeerd Drain	Ottawa County Drain Commission
Bethke Drain, Robinson Township	Ottawa County Drain Commission
68th Ave/Randall St. Roundabout	Ottawa County Road Commission
28th Avenue *	Ottawa County Road Commission
River Avenue ROW Acquisition	Ottawa County Road Commission
48th Avenue/Fillmore Street	Ottawa County Road Commission
Riley & 104th Avenue	Ottawa County Road Commission
68th and Pierce/ Allendale	Ottawa County Road Commission
Ottawa Beach Rd/Division	Ottawa County Road Commission
Riley & 136th - OCRC	Ottawa County Road Commission
New Holland Street, Hudsonville	Ottawa County Road Commission
72nd & Chicago Drive	Ottawa County Road Commission
VanBuren & 22nd, Georgetown	Ottawa County Road Commission
Leonard & 112th	Ottawa County Road Commission
Lakewood Blvd & Roost ROW	Ottawa County Road Commission
Lakewood Blvd & 144th ROW	Ottawa County Road Commission
Riley St. ROW Acquisition	Ottawa County Road Commission
Lakewood Blvd & 152nd Ave	Ottawa County Road Commission
Mercury Drive	Ottawa County Road Commission
Riley & 112th	Ottawa County Road Commission
104th Bridge Over Black Creek	Ottawa County Road Commission
118 Douglas Avenue ESA	Ottawa County Road Commission
Baldwin Street & 20th Avenue	Ottawa County Road Commission
Butternut & Riley	Ottawa County Road Commission
Zeeland Roundabout	Ottawa County Road Commission
104th Avenue Improvements	Ottawa County Road Commission
48th Avenue Boulevard	Ottawa County Road Commission
Cottonwood Drive, Bauer to Baldwin	Ottawa County Road Commission

\* Project included relocation of displaced property owners



11230  
Tallmadge Woods  
Drive  
Grand Rapids  
MI 49534

## 2021 HOURLY RATE SCHEDULE

Phone:  
616 791 9805  
Fax:  
616 791 9815

### Hourly Rates

Principal in Charge	\$ 125.00
Project Manager/ Land Acquisition Agent II	\$ 110.00
Land Acquisition Agent I	\$ 95.00
Land Acquisition Support	\$ 75.00
Administrative Staff	\$ 63.00

### Out-of-Pocket Expenses:

Mileage	Federal Rate (currently \$0.575/ mile)
Copies	\$0.16 / legal \$0.14 /letter
Plotter Copies	\$ 2.50 - \$ 5.00
Title Commitments, Recording Fees, Postage, etc.	At cost
Subconsultants (Appraiser, Review Appraiser, etc.)	5 - 10% carrying cost

Note: Hourly rates include labor, overhead, and profit.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO APPROVE AMENDMENT NUMBER ONE TO THE  
DEHUMIDIFICATION UPGRADE PROJECT FOR DONOHUE & ASSOCIATES, INC.  
TO PROVIDE CONSTRUCTION OVERSIGHT SERVICES AND TO  
AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE AMENDMENT

WHEREAS:

1. On August 17, 2020, City Council adopted Resolution number 26759 accepting a proposal from Donohue & Associates, Inc. to provide engineering services for the dehumidification upgrade project.
2. As detailed in the attached staff report, Donohue & Associates, Inc. has provided the City with amendment number one to provide construction oversight services in the estimated amount of \$49,270.00.
3. Funds for the construction oversight services are budgeted in account number 591-591-57300-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby approve amendment number one for Donohue & Associate, Inc. to provide construction oversight services in the estimated amount of \$49,270.00.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried    Yes  
                              No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 19, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Amendment

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: July 12, 2021

Subject: Construction Oversight

From: Dan Kleinheksel, Utility Maintenance Manager

Meeting Date: July 19, 2021

---

### **RECOMMENDATION:**

It is recommended that the City Council approve Amendment No. 1 to the Engineering Services Agreement for the Dehumidification and Coatings Project with Donohue & Associates.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

The performance of construction oversight for compliance with the design drawings and specifications maximizes the value of our investment and project life expectancy, and provides the City with assurances of the best project outcome.

### **DISCUSSION:**

On August 17, 2020, City Council accepted a proposal from Donohue & Associates per Resolution No. 26759 for engineering and design services of water treatment plant dehumidification system replacement and filter pipe gallery coatings at a cost of \$118,840.00. Donohue & Associates since worked with plant staff to prepare specifications and drawings which were publicly bid with the project subsequently being awarded to Allied Mechanical Services on July 6, 2021.

An important part of the construction phase is oversight to ensure the equipment and materials are correct and the work is completed in a manner consistent with the requirements of the project-related documents, including the contract, design, and schedule. Considering Donohue and Associates' experience and knowledge of the water treatment plant dehumidification system and filter pipe gallery gained during the design process, it is recommended they perform construction oversight of the project.

The cost for the construction oversight scope of services is \$49,270.00. However, \$36,000.00 remains on the original design contract that will be applied to construction oversight services with the approval of Amendment No. 1. The amendment increase of \$13,270.00 results in a total contract amount of \$132,110.00.

### **BUDGET IMPACT:**

Adequate funds have been budgeted for and exist in the Water Treatment Plant Capital Account #591-591-57300-986.444.



AMENDMENT NO. #1 to  
ENGINEERING SERVICES AGREEMENT  
Dehumidification Replacement and Upgrades (Project)  
Original Agreement Executed September 15, 2020

This Amendment is by and between:

City of Wyoming (Owner)  
Water Treatment Plant  
16700 New Holland  
Holland, MI 49425

and

Donohue & Associates, Inc. (Donohue)  
3949 Sparks Drive – Suite 105  
Grand Rapids, MI 49546

Who agree to amend the original Agreement, as follows:

PART I – B. SCOPE OF SERVICES

The services have been modified to include the following additional activities related to engineering services during the construction phase of the project:

1. Coordinate signing of the agreement and receipt of insurance between the Owner and Contractor.
2. Prepare for and conduct onsite preconstruction meeting and issue meeting minutes.
3. Review construction shop drawing submittals (the fee is based on 30 submittals).
4. Respond to RFIs (the fee is based on five RFIs).
5. Issue and review request for proposals and contractor cost proposals (the fee is based on three RFPs/CPs).
6. Prepare change orders (the fee is based on one change order).
7. Review materials testing reports (construction contract requires that the contractor perform testing and provide reports to Donohue).
8. Review and recommend payment to City for contractor requests for payment (the fee is based on seven pay application reviews).
9. Attend monthly construction progress meetings (the fee is based on eight meetings attended by two Donohue engineers).
10. Part time resident engineering services are included to complete the following work:
  - a. Review of contractors work for conformance with the Contract Documents.
  - b. Review of contractor progress relative to payment applications.
  - c. Documentation of construction progress.
  - d. Coordinate field issues with Donohue design team.
  - e. Fee is based on 16 separate four hour site visits.
11. Attend final site inspection and prepare punch list (the fee is based on one final site inspection consisting of three Donohue engineers).
12. Oversee startup, commissioning, and training (the fee is based on one day onsite).

- 13. Certify substantial and final completion.
- 14. Prepare electronic record drawings and project close-out package (the fee includes one electronic set of record drawings and one full sized printed set).

**PART III – A. COMPENSATION**

Cost for the scope of services above is \$49,270.00. There is currently \$36,000.00 remaining on the original design contract that will be applied to the scope outlined above.

Compensation for the services set forth in Part I, once the remaining contract value is applied, shall be increased \$13,270.00, resulting in a total contract amount of \$132,110.00.

**APPROVED FOR OWNER**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

**APPROVED FOR DONOHUE**

By:  \_\_\_\_\_

Printed Name: Craig W. Brunner

Title: President

Date: 06/23/2021

**Wyoming Dehumidification - CRS Amendment  
2021 Fee Estimate Summary  
Donohue & Associates**

<b>Task Description</b>	<b>Principal</b>	<b>HVAC</b>	<b>PM/Struct</b>	<b>Electrical</b>	<b>RE</b>	<b>Admin</b>	<b>Total Hours</b>	<b>Total Labor</b>	<b>Expenses</b>	<b>Total Cost</b>	<b>Subtotals</b>
	\$ 235	\$ 215	\$ 180	\$ 130	\$ 130	\$ 80					
<b>1 Project Management</b>											<b>\$ 9,690</b>
1.1 Project Management	10		10				20	\$ 4,150		\$ 4,150	
1.2 Other Management Activities (Invoicing, etc.)			8			8	16	\$ 2,080		\$ 2,080	
1.3 Agreement coordination and pre-construction meeting	4		8		8		20	\$ 3,420	\$ 40	\$ 3,460	
<b>2 Construction-Related Services (CRS)</b>											<b>\$ 39,580</b>
2.1 Review shop drawings (30)		30	10	10			50	\$ 9,550		\$ 9,550	
2.2 Review RFI, RFP/CP, and prepare Change Order (9)		6	2		6		14	\$ 2,430		\$ 2,430	
2.3 Review testing reports		2					2	\$ 430		\$ 430	
2.4 Review pay applications (7)					7		7	\$ 910		\$ 910	
2.5 Attend monthly construction meetings (8)			16		16		32	\$ 4,960	\$ 320	\$ 5,280	
2.6 Part-Time Resident Engineering					64		64	\$ 8,320	\$ 640	\$ 8,960	
2.7 Punchlist Site Visit		12	8	12	4		36	\$ 6,100	\$ 1,060	\$ 7,160	
2.8 Oversee startup, commissioning, and training					8		8	\$ 1,040	\$ 40	\$ 1,080	
2.9 Certify Substantial and Final Completion			4				4	\$ 720		\$ 720	
2.10 Record Drawings and Project Closeout			2		20		22	\$ 2,960	\$ 100	\$ 3,060	
<b>Total</b>	14	50	68	22	133	8	295	\$ 47,070	\$ 2,200	\$ 49,270	\$ 49,270
<b>Total Labor Dollars by Staff</b>	\$ 3,290	\$ 10,750	\$ 12,240	\$ 2,860	\$ 17,290	\$ 640					

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AUTHORIZE THE PURCHASE OF  
LABORATORY CHEMICALS AND SUPPLIES FROM HACH

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council authorize the purchase of laboratory chemicals and supplies from Hach on an as needed basis in the total estimated annual amount of \$45,000.
2. Funds for the purchase are budgeted in account number 590-590-54310-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of the laboratory chemicals and supplies from Hach.
2. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 19, 2021.

ATTACHMENTS:

Staff Report  
Contract

\_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: July 12, 2021  
Subject: Hach Purchases  
From: Jaime Fleming, Utilities Lab Manager  
Meeting Date: July 19, 2021

---

### **RECOMMENDATION:**

It is recommended that chemicals and supplies needed for the analysis of phosphorus and nitrogen in wastewater be purchased from Hach, on an as-needed basis, for an estimated amount of \$45,000 annually.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

The Clean Water Plant is actively engaged in the protection of the natural environment and the public health of Wyoming's citizens. A large part of this work is conducting laboratory analysis to quantifiably document our treatment success and compliance with regulatory requirements.

### **DISCUSSION:**

The Clean Water Plant laboratory goes through a considerable amount of consumable supplies to conduct regulatory compliance, process control testing, industrial monitoring, and biosolids characterization. We currently use methods (TNT Plus) for phosphorus and ammonia testing which are proprietary technologies. Therefore, their manufacturer, Hach, is our sole source for these supplies. These techniques are approved by the USEPA for use in generating regulatory data and give us greater accuracy with less labor, variability, and turnaround time.

We have a monthly standing order for testing vials for ammonia and phosphorus. We may periodically order additional boxes of something to cover emergency samples or an increase in sample load, but the standing order pretty much covers our needs. These testing supplies comprise the largest portion of our purchases and are in addition to other consumables and products typically purchased from Hach.

### **BUDGET IMPACT:**

Purchases from Hach Company on an as-needed basis in an estimated amount of \$45,000 annually is planned and budgeted for every year. The Sewer Fund account 590-590-54310-740000 is used for these purchases.

CITY OF  
**Wyoming**  
MICHIGAN

**CITY STANDARD CONTRACT**  
**CITY OF WYOMING, MICHIGAN**  
**(MORE THAN \$8,500)**

This Contract is made as of the Effective Date between the City and the Contractor.

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28<sup>th</sup> Street SW, PO Box 905, Wyoming, MI 49509-0905.

Contractor means: Hach Company  
[Name of contracting entity]  
A Delaware Corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
5600 Lindbergh Dr, PO Box 389  
[Contractor's street address]  
Loveland, MO 80539-0389  
[Contractor's city, state & zip]

Contractor's personnel means Contractor's directors, members, partners, officers, employees, subcontractors, agents and representatives and any other individuals or entities Contractor engages to provide services under the Contract.

Effective Date means: July 7, 2021.

Goods means any parts, equipment, supplies, materials, or other items or services the City is acquiring from Contractor as itemized or stated in the Proposal.

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

Standard Terms means the attached 2-page Exhibit A entitled "City Contract Standard Terms and Conditions."

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Contractor will supply the Goods and Services and items as detailed in the Proposal.
2. City will pay the Contractor in accordance with the Proposal.
3. The "Terms of Sale," "Other Terms," and the "Terms and Conditions of Sale for Hach® Products," attached to the Proposal will apply to this Contract. In addition, Contractor represents and warrants, Contractor is complying with and will comply with the following paragraphs of the Standard Terms: Paragraphs 2, 5.B, 5.D, 5.E, 6, 7, 19, and 20. The remainder of the Standard Terms will not apply to this Contract.
4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services.
5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

City and Contractor have signed this Contract as of the Effective Date.

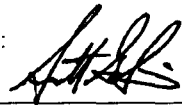
**CITY OF WYOMING**

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:

  
\_\_\_\_\_  
Scott G. Smith, City Attorney

**Hach Company**

By: Heather Johnston  
[Signature officer, director or principal of Contractor]  
Heather Johnston, Sales Support Specialist  
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: July 2, 2021

**EXHIBIT A**

**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.

2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.

3. **Permits and Inspections.** Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.

4. **Grant Compliance.** Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.

5. **Qualifications.** Contractor represents and promises that:

A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.

B. Neither Contractor nor any of Contractor's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default..

C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (**HUD**), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.

D. Contractor and Contractor's personnel are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

E. Neither Contractor nor Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.

6. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all programs, benefits, and actions, including in its contracts and any activities that contractors, subcontractors, consultants, or others engage in for or on behalf of City. Accordingly:

A. Contractor and Contractor's personnel in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials, will not discriminate based on race, color, religion, national origin,

age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or conditions related to pregnancy or childbirth. Contractor and Contractor's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, for example, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Contractor will, in solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will be considered for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to a person's ability to perform the duties of a particular job or position.

2. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Contractor or Contractor's personnel will, as part of its Services, be engaging for or on behalf of City with others, Contractor will ensure that engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), it will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency Plan (part of City's Nondiscrimination Plan at <https://www.wyomingmi.gov>) will comply with this requirement.

C. Noncompliance with this section is a material breach of this Contract that can result in (i) withholding payments to Contractor until Contractor complies, (ii) Contract cancellation, termination, or suspension, in whole or in part, and/or (iii) Contractor's ineligibility to bid on or enter future contracts with City.

D. Contractor will retain and, upon City's request, provide copies of all information and reports required by all laws, rules, regulations, orders, directives and guidance referred to in this section as determined by City or a state or federal agency to be pertinent to ascertain Contractor's compliance. If requested information is exclusively possessed by another who fails or refuses to furnish it, Contractor will so certify to City.

E. Contractor must include the requirements of paragraphs A through D in all subcontracts, consultant contracts, and material

procurement and equipment leasing documents, directly or indirectly related to this Contract, and any other Contractor activities that HUD or the United States Department of Justice determine are needed to comply with this section. Contractor must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with this section including sanctions for noncompliance.

7. Ethical Standards. Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.

8. Media Releases. Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

9. W-9. Before beginning work, Contractor and subcontractors will e-mail to [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) a completed an IRS W-9 form.

10. Intellectual Property. Contractor guarantees the sale or use of the Goods or the articles, software, copies, records, or other intellectual property provided or used to perform the Services will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to City, defend all actions against City or City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

11. Quality. Unless otherwise stated in the Proposal, all Goods supplied under this Contract will be new, the best of their respective kind, and free from defects.

12. Taxes. City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.

13. Disposal. Unless this Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during as part of the Services and cleanup and remove of all debris resulting from the Services in a manner complying with applicable law. Contractor must retain and, upon request, provide City copies of any required manifest and other disposal documentation.

14. Restoration. Without expense to City, Contractor will restore, property damaged while providing the Services to a condition equal to that existing before that damage. If Contractor fails to make such repairs or restoration, City may, after 48-hours' notice to Contractor, make such repairs or restoration, and deduct costs incurred from amounts due Contractor.

15. Manufacturer Information and Warranties. Contractor will provide City all manufacturer parts lists, assembly and maintenance information, and other documents provided by manufacturers of the Goods and ensure warranties for them are held by or assigned to City.

16. Risk Allocation. Contractor is solely responsible for (i) means and methods of the Services, (ii) the conduct of Contractor's

personnel, and (iii) injuries or property damage occurring as a result of the Services. Contractor will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against all claims made by persons other than City as a result of the Services. Contractor will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City's officers or employees as a result of the Services.

17. Insurance. Contractor must obtain and maintain the following insurance:

<b>COMMERCIAL GENERAL LIABILITY</b>
Minimal Limits: \$1,000,000 Each Occurrence, \$1,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person      \$1,000,000 per occurrence
<b>WORKERS' DISABILITY COMPENSATION</b>
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
<b>ADDITIONAL INSURED</b>
If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

Upon City request, Contractor will provide to City's Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. City must retain, be able to obtain, and/or audit records related to City contracts. Contractor will retain copies of all records related to this Contract and the Services for at least 7 years after completion of this Contract. Contractor will, upon City's request, allow inspection, auditing, and copying of all retained records.

19. Assignment/Beneficiaries. Unless this Contract states otherwise, (i) none of Contractor's rights or duties may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this Contract.

20. Independent Contractor. Contractor is wholly independent of City. None of Contractor's personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for acts, omissions, and statements of Contractor's personnel. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for the Services. City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

# EXHIBIT B



## Pick & Ship Quotation

**Quote Number: 100674431v1**

Use quote number at time of order to ensure that you receive prices quoted

Hach  
 PO Box 608  
 Loveland, CO 80539-0608  
 Phone: (800) 227-4224  
 Email: quotes@hach.com  
 Website: www.hach.com

Quote Date: 06/17/2021

Quote Expiration: 08/16/2021

CITY OF WYOMING  
 2350 IVANREST AVE SW  
 WYOMING, MI 49418-3402

Name: Jennifer Brunsink  
 Phone: 616-263-3553  
 Email: BrunsinkJ@wyomingmi.gov

Customer Account Number : 058222  
 Customer Quote Reference: Pick & Ship Quote

### PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
<b>Shipment 1</b>					
1	TNT845	aa Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO <sub>4</sub> ), 25 Tests	15	63.85	957.75
2	TNT844	aa Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.5-15.0 mg/L PO <sub>4</sub> ), 25 Tests	1	63.85	63.85
3	TNT843	aa Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.50 mg/L PO <sub>4</sub> ), 25 Tests	9	63.79	574.11
4	TNT832	Ammonia TNTplus Vial Test, HR (2-47 mg/L NH <sub>3</sub> -N), 25 Tests	11	62.19	684.09
5	TNT830	Ammonia TNTplus Vial Test, ULR (0.015 - 2.00 mg/L NH <sub>3</sub> -N), 25 Tests	4	62.19	248.76
Subtotal					\$ 2,528.56
<b>Shipment 2</b>					
6	TNT845	aa Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO <sub>4</sub> ), 25 Tests	15	63.85	957.75
7	TNT844	aa Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.5-15.0 mg/L PO <sub>4</sub> ), 25 Tests	1	63.85	63.85

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
8	TNT843	aa Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.50 mg/L PO <sub>4</sub> ), 25 Tests	9	63.79	574.11
9	TNT832	Ammonia TNTplus Vial Test, HR (2-47 mg/L NH <sub>3</sub> -N), 25 Tests	11	62.19	684.09
10	TNT830	Ammonia TNTplus Vial Test, ULR (0.015 - 2.00 mg/L NH <sub>3</sub> -N), 25 Tests	4	62.19	248.76
				Subtotal	\$ 2,528.56
<b>Shipment 3</b>					
11	TNT845	aa Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO <sub>4</sub> ), 25 Tests	15	63.85	957.75
12	TNT844	aa Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.5-15.0 mg/L PO <sub>4</sub> ), 25 Tests	1	63.85	63.85
13	TNT843	aa Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.50 mg/L PO <sub>4</sub> ), 25 Tests	9	63.79	574.11
14	TNT832	Ammonia TNTplus Vial Test, HR (2-47 mg/L NH <sub>3</sub> -N), 25 Tests	11	62.19	684.09
15	TNT830	Ammonia TNTplus Vial Test, ULR (0.015 - 2.00 mg/L NH <sub>3</sub> -N), 25 Tests	4	62.19	248.76
				Subtotal	\$ 2,528.56
<b>Shipment 4</b>					
16	TNT845	aa Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO <sub>4</sub> ), 25 Tests	15	63.85	957.75
17	TNT844	aa Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.5-15.0 mg/L PO <sub>4</sub> ), 25 Tests	1	63.85	63.85
18	TNT843	aa Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.50 mg/L PO <sub>4</sub> ), 25 Tests	9	63.79	574.11
19	TNT832	Ammonia TNTplus Vial Test, HR (2-47 mg/L NH <sub>3</sub> -N), 25 Tests	11	62.19	684.09
20	TNT830	Ammonia TNTplus Vial Test, ULR (0.015 - 2.00 mg/L NH <sub>3</sub> -N), 25 Tests	4	62.19	248.76
				Subtotal	\$ 2,528.56
<b>Shipment 5</b>					
21	TNT845	aa Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO <sub>4</sub> ), 25 Tests	15	63.85	957.75
22	TNT844	aa Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.5-15.0 mg/L PO <sub>4</sub> ), 25 Tests	1	63.85	63.85
23	TNT843	aa Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.50 mg/L PO <sub>4</sub> ), 25 Tests	9	63.79	574.11
24	TNT832	Ammonia TNTplus Vial Test, HR (2-47 mg/L NH <sub>3</sub> -N), 25 Tests	11	62.19	684.09
25	TNT830	Ammonia TNTplus Vial Test, ULR (0.015 - 2.00 mg/L NH <sub>3</sub> -N), 25 Tests	4	62.19	248.76
				Subtotal	\$ 2,528.56
<b>Shipment 6</b>					
26	TNT845	aa Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO <sub>4</sub> ), 25 Tests	15	63.85	957.75
27	TNT844	aa Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.5-15.0 mg/L PO <sub>4</sub> ), 25 Tests	1	63.85	63.85
28	TNT843	aa Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.50 mg/L PO <sub>4</sub> ), 25 Tests	9	63.79	574.11
29	TNT832	Ammonia TNTplus Vial Test, HR (2-47 mg/L NH <sub>3</sub> -N), 25 Tests	11	62.19	684.09
30	TNT830	Ammonia TNTplus Vial Test, ULR (0.015 - 2.00 mg/L NH <sub>3</sub> -N), 25 Tests	4	62.19	248.76
				Subtotal	\$ 2,528.56
31	TNT845	aa Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO <sub>4</sub> ), 25 Tests	15	63.85	957.75
32	TNT844	aa Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.5-15.0 mg/L PO <sub>4</sub> ), 25 Tests	1	63.85	63.85
33	TNT843	aa Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.50 mg/L PO <sub>4</sub> ), 25 Tests	9	63.79	574.11
34	TNT832	Ammonia TNTplus Vial Test, HR (2-47 mg/L NH <sub>3</sub> -N), 25 Tests	11	62.19	684.09
35	TNT830	Ammonia TNTplus Vial Test, ULR (0.015 - 2.00 mg/L NH <sub>3</sub> -N), 25 Tests	4	62.19	248.76
				Subtotal	\$ 2,528.56
<b>Shipment 8</b>					
36	TNT845	aa Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO <sub>4</sub> ), 25 Tests	15	63.85	957.75
37	TNT844	aa Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.5-15.0 mg/L PO <sub>4</sub> ), 25 Tests	1	63.85	63.85
38	TNT843	aa Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.50 mg/L PO <sub>4</sub> ), 25 Tests	9	63.79	574.11
39	TNT832	Ammonia TNTplus Vial Test, HR (2-47 mg/L NH <sub>3</sub> -N), 25 Tests	11	62.19	684.09

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
40	TNT830	Ammonia TNTplus Vial Test, ULR (0.015 - 2.00 mg/L NH <sub>3</sub> -N), 25 Tests	4	62.19	248.76
Subtotal					\$ 2,528.56
<b>Shipment 9</b>					
41	TNT845	aa Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO <sub>4</sub> ), 25 Tests	15	63.85	957.75
42	TNT844	aa Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.5-15.0 mg/L PO <sub>4</sub> ), 25 Tests	1	63.85	63.85
43	TNT843	aa Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.50 mg/L PO <sub>4</sub> ), 25 Tests	9	63.79	574.11
44	TNT832	Ammonia TNTplus Vial Test, HR (2-47 mg/L NH <sub>3</sub> -N), 25 Tests	11	62.19	684.09
45	TNT830	Ammonia TNTplus Vial Test, ULR (0.015 - 2.00 mg/L NH <sub>3</sub> -N), 25 Tests	4	62.19	248.76
Subtotal					\$ 2,528.56
<b>Shipment 10</b>					
46	TNT845	aa Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO <sub>4</sub> ), 25 Tests	15	63.85	957.75
47	TNT844	aa Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.5-15.0 mg/L PO <sub>4</sub> ), 25 Tests	1	63.85	63.85
48	TNT843	aa Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.50 mg/L PO <sub>4</sub> ), 25 Tests	9	63.79	574.11
49	TNT832	Ammonia TNTplus Vial Test, HR (2-47 mg/L NH <sub>3</sub> -N), 25 Tests	11	62.19	684.09
50	TNT830	Ammonia TNTplus Vial Test, ULR (0.015 - 2.00 mg/L NH <sub>3</sub> -N), 25 Tests	4	62.19	248.76
Subtotal					\$ 2,528.56
<b>Shipment 11</b>					
51	TNT845	aa Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO <sub>4</sub> ), 25 Tests	15	63.85	957.75
52	TNT844	aa Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.5-15.0 mg/L PO <sub>4</sub> ), 25 Tests	1	63.85	63.85
53	TNT843	aa Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.50 mg/L PO <sub>4</sub> ), 25 Tests	9	63.79	574.11
54	TNT832	Ammonia TNTplus Vial Test, HR (2-47 mg/L NH <sub>3</sub> -N), 25 Tests	11	62.19	684.09
55	TNT830	Ammonia TNTplus Vial Test, ULR (0.015 - 2.00 mg/L NH <sub>3</sub> -N), 25 Tests	4	62.19	248.76
Subtotal					\$ 2,528.56
<b>Shipment 12</b>					
56	TNT845	aa Phosphorus (Reactive and Total) TNTplus Vial Test, UHR (6-60 mg/L PO <sub>4</sub> ), 25 Tests	15	63.85	957.75
57	TNT844	aa Phosphorus (Reactive and Total) TNTplus Vial Test, HR (1.5-15.0 mg/L PO <sub>4</sub> ), 25 Tests	1	63.85	63.85
58	TNT843	aa Phosphorus (Reactive and Total) TNTplus Vial Test, LR (0.15-4.50 mg/L PO <sub>4</sub> ), 25 Tests	9	63.79	574.11
59	TNT832	Ammonia TNTplus Vial Test, HR (2-47 mg/L NH <sub>3</sub> -N), 25 Tests	11	62.19	684.09
60	TNT830	Ammonia TNTplus Vial Test, ULR (0.015 - 2.00 mg/L NH <sub>3</sub> -N), 25 Tests	4	62.19	248.76
61	RNWSIRR	PICK & SHIP RENEWAL LETTER	1	0.00	0.00
		Shipping and handling is charged on a per shipment basis. Please reference the freight table.			
Subtotal					\$ 2,528.56
<b>Grand Total</b>					<b>\$ 30,342.72</b>

## TERMS OF SALE

**Freight:** Ground Prepay and Add

**FCA:** Hach's facility

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for international transport. In addition, Hach may require: 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
  - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase



**HACH COMPANY**

**Headquarters**  
 P.O. Box 389  
 5600 Lindbergh Drive  
 Loveland, CO 80539-0389

**Purchase Orders**  
 PO Box 608  
 Loveland, CO 80539-0608

**WebSite:** www.hach.com

**U.S.A.**  
 Phone: 800-227-4224  
 Fax: 970-669-2932  
 E-Mail: orders@hach.com  
 quotes@hach.com  
 techhelp@hach.com

**Export**  
 Phone: 970-669-3050  
 Fax: 970-461-3939  
 Email: intl@hach.com

**Remittance**  
 2207 Collections Center Drive  
 Chicago, IL 60693

**Wire Transfers**  
 Bank of America  
 231 S. LaSalle St.  
 Chicago, IL 60604  
 Account: 8765602385  
 Routing (ABA): 071000039

**Quotation Addendum**

**ADVANTAGES OF WORKING WITH HACH**

<p><b>Hach Service</b></p> <p><i>Protect your investment &amp; peace of mind</i></p> <ul style="list-style-type: none"> <li>✓ A global partner who understands your needs</li> <li>✓ Delivers timely, high-quality service you can trust</li> <li>✓ Provides team of unique experts to help you maximize instrument uptime</li> <li>✓ Ensure data integrity</li> <li>✓ Maintain operational stability</li> <li>✓ Reduce compliance risk</li> </ul> <p>www.hach.com/service-contracts</p>	<p><b>Pick&amp;Ship™</b></p> <p><i>Pick&amp;Ship™ Program offers a better way to keep your supplies in stock</i></p> <ul style="list-style-type: none"> <li>✓ <b>Convenience</b> of one purchase order for the entire year</li> <li>✓ <b>Flexibility</b> to change, cancel or create new orders</li> <li>✓ <b>Savings</b> from locking in prices &amp; thus avoiding price surges and rush charges</li> <li>✓ <b>Peace of mind</b> with automatic, reliable shipments just as you need them</li> </ul> <p>www.Hach.com/pickandship</p>	<p><b>Technical Support</b></p> <p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> <li>✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale.</li> <li>✓ Available via phone, e-mail, or live online chat at Hach.com!</li> <li>✓ Fast access to answers at <a href="https://support.hach.com">https://support.hach.com</a></li> <li>✓ Toll-free phone: 800-227-4224</li> <li>✓ E-mail: techhelp@hach.com</li> </ul> <p>www.Hach.com</p>
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**ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING**

<p><b>Safe &amp; Fast Delivery</b></p> <ul style="list-style-type: none"> <li>✓ Receive tracking numbers on your order acknowledgement</li> <li>✓ Hach will assist with claims if an order is lost or damaged in shipment</li> </ul>	<p><b>Save Time – Less Hassle</b></p> <ul style="list-style-type: none"> <li>✓ No need to set up deliveries for orders or to schedule pickup</li> <li>✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.</li> </ul>	<p><b>Save Money</b></p> <ul style="list-style-type: none"> <li>✓ No additional invoice to process – save on time and administrative costs</li> <li>✓ Only pay shipping once, even if multiple shipments are required</li> </ul>
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STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES <sup>1, 2, 3, 4</sup> Pricing Effective 4/11/2020						Collect <sup>4</sup>
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 4/11/2020
\$0.00 - \$49.99	\$17.99	\$44.99	\$83.90	\$72.21	\$137.27	\$13.47
\$50.00 - \$149.99	\$28.59	\$44.27	\$159.00	\$120.84	\$229.73	\$13.85
\$150.00 - \$349.99	\$50.22	\$133.98	\$272.91	\$169.07	\$329.04	\$14.72
\$350.00 - \$649.99	\$69.95	\$182.91	\$363.75	\$228.65	\$442.76	\$15.48
\$650.00 - \$949.99	\$88.16	\$191.13	\$399.98	\$236.66	\$446.10	\$16.04
\$950.00 - \$1,999.99	\$110.91	\$235.85	\$498.69	\$280.67	\$543.06	\$17.52
\$2,000.00 - \$3,999.99	\$128.04	\$250.64	\$513.44	\$291.54	\$554.54	\$20.22
\$4,000.00 - \$5,999.99	\$148.44	\$260.33	\$538.23	\$292.89	\$570.53	\$24.90
\$6,000.00 - \$7,999.99	\$175.40	\$296.40	\$612.84	\$323.07	\$622.86	\$29.04
\$8,000.00 - \$9,999.99	\$200.15	\$336.83	\$658.19	\$360.41	\$683.52	\$33.51
Over \$10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	\$51.84

1 Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.

2 Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.

3 Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.

4 Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

**SALES TAX**

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

**TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES**

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at [www.hach.com](http://www.hach.com). Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies



## TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE AND DATA.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "*Speak Up!*" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and [www.danaherintegrity.com](http://www.danaherintegrity.com) for a copy of the SOC and for access to our Helpline portal.

17. **RELATIONSHIP OF PARTIES:** Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

the extent it has been formally screened by Hach’s compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. FORCE MAJEURE: Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. NON ASSIGNMENT AND WAIVER: Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach’s prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. FUNDS TRANSFERS (PAYMENTS): Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach’s Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. LIMITATION OF LIABILITY: None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer’s customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach’s obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. APPLICABLE LAW AND DISPUTE RESOLUTION: The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. ENTIRE AGREEMENT & MODIFICATION: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach’s acceptance of Buyer’s order for the described goods and services.

24. APPENDICES: If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

\* \* \*

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A PROPOSAL FROM VELTING CONTRACTORS, INC.  
FOR CURB REPLACEMENT AT THE GEZON PUMP STATION  
AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, proposals were requested for the replacement of the parking lot curb at the Gezon Pump Station.
2. It is recommended the City Council accept the low proposal from Velting Contractors, Inc. in the estimated amount of \$12,285.00.
3. Funds for the project are available in account number 591-591-57300-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a proposal from Velting Contractors, Inc. for curb replacement at the Gezon Pump Station in the estimated amount of \$12,285.00.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes

                              No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 19, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: July 12, 2021  
Subject: Gezon Pump Station Curb Replacement  
From: Dan Kleinheksel, Utility Maintenance Manager  
Meeting Date: July 19, 2021

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### RECOMMENDATION:

It is recommended the City Council award the proposal as provided by Velting Contractors Inc. for the replacement of parking lot curb at the Gezon Pump Station in the estimated amount of \$12,285.00.

### COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of municipal parking lots contributes to their longevity and prevents untimely and costly repairs that could potentially interrupt the day-to-day operations for employees, citizens, and departments. The parking lots and drives needing resurfacing are well beyond their useful life and were additionally recommended for replacement during a recent facility asset management study.

### DISCUSSION:

The Gezon Pump Station parking lot was recommended for resurfacing through analyses performed by FTCH in the 2021 Asset Management plan. The resurfacing work was publicly bid and subsequently awarded to Superior Asphalt per Resolution No. 26991. After a preconstruction meeting, two sections of the existing concrete curb were identified for replacement due to deterioration and insufficient elevation. Replacing and sloping approximately 135' of curb will provide positive slope for improved drainage and prevention of standing water, thereby extending the life of the asphalt.

Therefore, two companies were contacted to quote the curb replacement. Velting Contractors Inc. and Proline Concrete both made site visits to review the project and to ensure they were quoting the same projected work. Each submitted a proposal with the results as follows:

Velting Contractors, Inc.	\$12,285.00
Proline Concrete	\$16,050.00

Upon review of the proposals received, Velting Contractors Inc. was found to meet the necessary scope of work and was also the lowest proposal. Therefore, it is recommended the City Council award the proposal from Velting Contractors Inc. for the replacement of parking lot curb at the Gezon Pump Station in the estimated amount of \$12,285.00.

### BUDGET IMPACT:

Adequate funds exist in the Water Fund Capital Account #591-591-57300-986.444.

CITY OF  
**Wyoming**  
MICHIGAN

**CITY STANDARD CONTRACT**  
CITY OF WYOMING, MICHIGAN  
(MORE THAN \$8,500)

This Contract is made as of the Effective Date between the City and the Contractor.

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28<sup>th</sup> Street SW, PO Box 905, Wyoming, MI 49509-0905.

Contractor means: Velting Contractors, Inc.  
[Name of contracting entity]  
A Michigan Corporation  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
1105 Electric Ave  
[Contractor's street address]  
Wayland, MI 49348  
[Contractor's city, state & zip]

Contractor's personnel means Contractor's directors, members, partners, officers, employees, subcontractors, agents and representatives and any other individuals or entities Contractor engages to provide services under the Contract.

Effective Date means: July 9, 2021.

Goods means any parts, equipment, supplies, materials, or other items or services the City is acquiring from Contractor as itemized or stated in the Proposal.

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

Standard Terms means the attached 2-page Exhibit A entitled "City Contract Standard Terms and Conditions."

**TERMS AND CONDITIONS**

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Contractor will supply the Goods and Services and items as detailed in the Proposal.
2. City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

None.

[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None."]

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services.
5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

City and Contractor have signed this Contract as of the Effective Date.

CITY OF WYOMING

Velting Contractors, Inc.

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: Scott A. Velting  
[Signature officer, director or principal of Contractor]  
Scott A. Velting, President  
[Typed/Printed Name & Title of Person Signing for Contractor]

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: July 14, 2021

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:

  
Scott G. Smith, City Attorney

**EXHIBIT A**

**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.
2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.
3. **Permits and Inspections.** Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.
4. **Grant Compliance.** Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.
5. **Qualifications.** Contractor represents and promises that:
  - A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
  - B. Neither Contractor nor any of Contractor's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default..
  - C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (HUD), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.
  - D. Contractor and Contractor's personnel are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
  - E. Neither Contractor nor Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.
6. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all programs, benefits, and actions, including in its contracts and any activities that contractors, subcontractors, consultants, or others engage in for or on behalf of City. Accordingly:
  - A. Contractor and Contractor's personnel in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials, will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or conditions related to pregnancy or childbirth. Contractor and Contractor's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, for example, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with rules, regulations, orders, directives and guidance issued pursuant to those statutes.
    1. Contractor will, in solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will be considered for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to a person's ability to perform the duties of a particular job or position.
    2. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.
  - B. If Contractor or Contractor's personnel will, as part of its Services, be engaging for or on behalf of City with others, Contractor will ensure that engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), it will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency Plan (part of City's Nondiscrimination Plan at <https://www.wyomingmi.gov>) will comply with this requirement.
  - C. Noncompliance with this section is a material breach of this Contract that can result in (i) withholding payments to Contractor until Contractor complies, (ii) Contract cancellation, termination, or suspension, in whole or in part, and/or (iii) Contractor's ineligibility to bid on or enter future contracts with City.
  - D. Contractor will retain and, upon City's request, provide copies of all information and reports required by all laws, rules, regulations, orders, directives and guidance referred to in this section as determined by City or a state or federal agency to be pertinent to ascertain Contractor's compliance. If requested information is exclusively possessed by another who fails or refuses to furnish it, Contractor will so certify to City.
  - E. Contractor must include the requirements of paragraphs A through D in all subcontracts, consultant contracts, and material

procurement and equipment leasing documents, directly or indirectly related to this Contract, and any other Contractor activities that HUD or the United States Department of Justice determine are needed to comply with this section. Contractor must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with this section including sanctions for noncompliance.

7. Ethical Standards. Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.

8. Media Releases. Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

9. W-9. Before beginning work, Contractor and subcontractors will e-mail to [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) a completed an IRS W-9 form.

10. Intellectual Property. Contractor guarantees the sale or use of the Goods or the articles, software, copies, records, or other intellectual property provided or used to perform the Services will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to City, defend all actions against City or City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

11. Quality. Unless otherwise stated in the Proposal, all Goods supplied under this Contract will be new, the best of their respective kind, and free from defects.

12. Taxes. City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.

13. Disposal. Unless this Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during as part of the Services and cleanup and remove of all debris resulting from the Services in a manner complying with applicable law. Contractor must retain and, upon request, provide City copies of any required manifest and other disposal documentation.

14. Restoration. Without expense to City, Contractor will restore, property damaged while providing the Services to a condition equal to that existing before that damage. If Contractor fails to make such repairs or restoration, City may, after 48-hours' notice to Contractor, make such repairs or restoration, and deduct costs incurred from amounts due Contractor.

15. Manufacturer Information and Warranties. Contractor will provide City all manufacturer parts lists, assembly and maintenance information, and other documents provided by manufacturers of the Goods and ensure warranties for them are held by or assigned to City.

16. Risk Allocation. Contractor is solely responsible for (i) means and methods of the Services, (ii) the conduct of Contractor's personnel, and (iii) injuries or property damage occurring as a result of the Services. Contractor will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against all claims made by persons other than City as a result of the Services. Contractor will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City's officers or employees as a result of the Services.

17. Insurance. Contractor must obtain and maintain the following insurance:

<b>COMMERCIAL GENERAL LIABILITY</b>
Minimal Limits: \$1,000,000 Each Occurrence, \$1,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
<b>AUTOMOBILE LIABILITY INSURANCE</b>
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person      \$1,000,000 per occurrence
<b>WORKERS' DISABILITY COMPENSATION</b>
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
<b>ADDITIONAL INSUREDS</b>
If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

Upon City request, Contractor will provide to City's Purchasing Department copies of certificates of insurance, policies and endorsements.

18. Records. City must retain, be able to obtain, and/or audit records related to City contracts. Contractor will retain copies of all records related to this Contract and the Services for at least 7 years after completion of this Contract. Contractor will, upon City's request, allow inspection, auditing, and copying of all retained records.

19. Assignment/Beneficiaries. Unless this Contract states otherwise, (i) none of Contractor's rights or duties may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this Contract.

20. Independent Contractor. Contractor is wholly independent of City. None of Contractor's personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for acts, omissions, and statements of Contractor's personnel. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for the Services. City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

## EXHIBIT B

# **VELTING CONTRACTORS, INC.**

**COMMERCIAL EXCAVATORS  
SEWER AND ROAD CONTRACTORS**

1105 Electric Ave.  
Wayland, Michigan 49348

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## **P R O P O S A L**

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**DATE:** 7/9/21  
**TO:** Dan Kleinheksel, City of Wyoming  
**FROM:** Scott Velting  
**RE:** Gezon Water Tower Curb Replacement

The cost to provide labor, material, and equipment to remove and replace curb at the Gezon Water Tower in Wyoming, MI would be:

### LINEAL FOOT PRICE - \$95.00

Scope of work would include curb chops; removal of curb; additional gravel to raise curb to proper grade along with blending into existing gravel; new 30" head curb; backfilling behind curb.

Price does not include any lawn restoration or blacktop paving.

Island Area – 66' @ \$95.00 = \$6,006.00

North Area – 69' @ \$95.00 = \$6,279.00

Thank you for the opportunity to quote you on this project. If you have any questions, please give me a call.



Scott A. Velting

President

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A QUOTE FROM BIOTECH AGRONOMICS, INC.  
FOR THE PURCHASE OF A TANKER TRAILER

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a quote from BioTech Agronomics, Inc. for the purchase of a tanker trailer in the amount of \$11,250.00.
2. Funds for the purchase are available in the sewer fund capital outlay account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of a tanker trailer from BioTech Agronomics, Inc. in the amount of \$11,250.00.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried	Yes
	No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 19, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Quotes

## STAFF REPORT

Date: June 23, 2021  
Subject: Lime Trailer  
From: Jon Burke, Clean Water Plant Superintendent  
Meeting Date: July 19, 2021

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### RECOMMENDATION:

It is recommended that the City Council authorize the purchase of a tanker trailer from BioTech Agronomics, Inc. as outlined in the attached quote, at a cost of \$11,250.00.

### COMMUNITY, SAFETY, STEWARDSHIP:

The Clean Water Plant is actively engaged in the protection of Michigan's natural water environment and the public health of Wyoming's citizens. Adding this piece of equipment will allow us to haul our own lime slurry, providing cost savings to the City.

### DISCUSSION:

The CWP uses a lime slurry to biologically stabilize the solid residuals that are the byproduct from the wastewater treatment process. Once stabilized, the biosolids are useable in our land application program as a bulk agricultural fertilizer. A good portion of that lime slurry comes from a local company, Purity Cylinder Gas, which generates the material as a byproduct of its own production of acetylene. Purity provides this material to us for free, but we provide the means to transport the lime slurry to the plant.

This transportation is currently performed by the same contractor that handles our biosolids land application. The cost of this service in 2018 was \$0.0268 per gallon, however, in 2021, the cost is \$0.0593 per gallon, which results in an annual expense of \$65,000 to \$90,000 per year, which is the amount of money we could save by performing this service for ourselves.

We therefore got competitive quotes for suitable tankers, listed below.

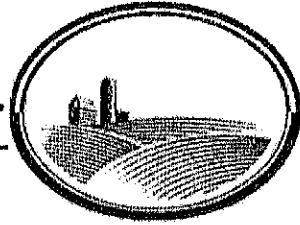
Bio Tech Agronomics, Inc.	\$11,250
All Star Equipment LLC	\$42,500

We had the Bio Tech Agronomics trailer inspected by the City's motor pool maintenance group, who reported that it is in good condition with no practical or safety problems.

### BUDGET IMPACT:

Sufficient funds exist in the Sewer Fund Capital Outlay Account #590.590.54400.986.444.

# BioTech Agronomics, Inc.



## Residual Management Company

1651 US 31 • Beulah • MI • 49617 • P: 231-882-7219 • F: 231-882-9690

[www.biotechag.com](http://www.biotechag.com)

June 21, 2021

Re: Lime Tanker

To Whom it May Concern

Please see the information below in reference to the purchase of our Lime Tanker to be sold in As-Is condition:

1979 Heil Trailer

VIN#930979

Price of \$11,250

Please let me know if you need any other information.

Thank you,

A handwritten signature in cursive script that reads "Jennifer Wightman". The signature is written in black ink and is positioned above the printed name and title.

Jennifer Wightman  
Office Manager

**ALL STAR EQUIPMENT LLC**

1251 - 100<sup>th</sup> Street SW  
 Byron Center MI 49315  
 (616) 878-4107  
 FEIN 20-5548387

ESTIMATE PROPOSAL
City Of Wyoming c/o Dave Oostindie

P.O. Number	Terms	Invoice Date	Due Date	Unit No.
	PROPOSAL			

Quantity	Description	Price Each	Amount
1	<p>9000 +/- Gal trailer, converter in to 1 comp, rear discharge, vapor recovery, New FHWA inspection, 6" gate valve installed at rear, road ready &amp; ALL DOT requirements performed</p> <p>We offer onsite service - the tank trailers would need a yearly FHWA inspection to meet DOT requirements approx. \$300.00 includes grease &amp; lights inspected</p> <p>We also have an 8 bay facility for repairs on any &amp; all makes &amp; models of trailers &amp; trucks</p> <p>We have an over the road truck for pickup &amp; delivery</p>	<p>42500 trailer</p> <p>315 plate</p>	

Thank you for your business it is truly appreciated!	Sales Tax <del>2550.00</del>
	Total Due \$45,365.00

*Tax exempt*

Matt McCauley, Owner  
 Allstar Equipment  
 ASE Leasing  
 1251 100<sup>th</sup> Street S.W.  
 Byron Center MI 49315  
[matt@asetanks.com](mailto:matt@asetanks.com)  
 616-520-1998

42,815.<sup>00</sup> ea  
 X 5  
 -----  
 \$214,075.<sup>00</sup>

RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO ACCEPT A QUOTE FROM ARROWHEAD UPFITTERS, INC.  
TO UPFIT POLICE VEHICLES AND TO AUTHORIZE THE  
MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT

WHEREAS:

1. As detailed in the attached staff report, it is recommended the City Council accept a quote from Arrowhead Upfitters, Inc. to upfit police vehicles through June 30, 2024 at an estimated cost of \$10,874.00 per vehicle.
2. Funds for the purchase are budgeted in account number 662-441-58500-985.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby accept a quote from Arrowhead Upfitters, Inc. to upfit police vehicles through June 30, 2024.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried        Yes  
                                  No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 19, 2021.

ATTACHMENTS:  
Staff Report  
Contract

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: July 12, 2021  
Subject: Police Car Upfitting  
From: Ted Seil, Fleet Services Supervisor  
Date of Meeting: July 19, 2021

---

### RECOMMENDATION:

The Public Works Department recommends that the City Council accept a quotation from Arrowhead Upfitters to upfit police vehicles for fiscal years 2022, 2023 and 2024 at the unit prices as listed on the attached contract documents.

### COMMUNITY, SAFETY, STEWARDSHIP:

Over the course of the last two years, the Fleet Services Division has outsourced upfitting police cars on a limited trial basis. Upfitting consists of installing City-specific lights, wiring, seating, cabling, locks and other accessories. This trial basis has resulted in a determination that this work can be performed by an outside vendor in a manner that meets City standards, conforms with existing equipment, and is done in a financially prudent and timely manner.

### DISCUSSION:

Three local companies were solicited for quotations to provide police vehicle upfitting. This upfitting work consisted of removing existing salvageable equipment from the replacement police vehicles, purchasing additional equipment, and installing the equipment. All equipment installed had to meet existing vehicle specifications/brands to match current vehicle configurations. It is important to maintain consistency so police officers can move from vehicle to vehicle and have everything located in the same place. Additionally, companies were asked to maintain pricing for the current and two following fiscal years.

Quotation pricing on an individual car basis and evaluation notes are included below:

Company	Per vehicle estimate	Evaluation Notes
EVC	\$10,024.94	Quotation provided was missing requested parts, contained inaccurate totals, and did not commit to a 3-year contract term.
Great Lakes Upfitting	\$10,613.96	Quotation provided used different parts than were specified and did not commit to a 3-year contract term.
Arrowhead Upfitters	\$10,874.00	Quotation provided met all City specifications and was able to commit to a 3-year contract term.

As the above table indicates, Arrowhead Upfitters was the only company that provided a quotation that met all City specifications and was able to commit to a 3-year contract term.

For the 2022 fiscal year, eight police cars are approved for replacement and will need to be upfitted for an approximate cost of \$86,992.

**BUDGET IMPACT:**

Sufficient funds are available in the Motor Pool Fund, Capital Outlay Equipment Account 662-441-58500-985.000.

**ATTACHMENT:**

Contract documents

CITY OF  
**Wyoming**  
MICHIGAN

**CITY STANDARD CONTRACT**  
CITY OF WYOMING, MICHIGAN  
(MORE THAN \$8,500)

This Contract is made as of the Effective Date between the City and the Contractor.

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28<sup>th</sup> Street SW, PO Box 905, Wyoming, MI 49509-0905.

Contractor means: Arrowhead Upfitters, Inc.  
(Name of contracting entity)  
A. Michigan Corporation  
(State and type of entity, e.g., corporation, limited liability company etc.)  
15 S. Elba Rd  
(Contractor's street address)  
Lapeer, MI 48446  
(Contractor's city, state & zip)

Contractor's personnel means Contractor's directors, members, partners, officers, employees, subcontractors, agents and representatives and any other individuals or entities Contractor engages to provide services under the Contract.

Effective Date means: June 27, 2021.

Goods means any parts, equipment, supplies, materials, or other items or services the City is acquiring from Contractor as itemized or stated in the Proposal.

Proposal means Contractor's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

Standard Terms means the attached 2-page Exhibit A entitled "City Contract Standard Terms and Conditions."

**TERMS AND CONDITIONS**

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Contractor will supply the Goods and Services and items as detailed in the Proposal.
2. City will pay the Contractor in accordance with the Proposal.
3. Contractor represents and warrants, except for those specifically waived or modified in this paragraph, Contractor is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

None.

(Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None.")

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services.
5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.  
City and Contractor have signed this Contract as of the Effective Date.

CITY OF WYOMING

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: \_\_\_\_\_, 20\_\_

Approved as to form:

\_\_\_\_\_  
Scott G. Smith, City Attorney

Arrowhead Upfitters, Inc.

By: \_\_\_\_\_  
(Signature of officer, director or principal of Contractor)  
George Aftimos,  
(Typed/Printed Name & Title of Person Signing for Contractor) *owner*

Date signed: July 13, 2021

**EXHIBIT A**

**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.

2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.

3. **Permits and Inspections.** Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.

4. **Grant Compliance.** Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.

5. **Qualifications.** Contractor represents and promises that:

A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.

B. Neither Contractor nor any of Contractor's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default.

C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (HUD), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.

D. Contractor and Contractor's personnel are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

E. Neither Contractor nor Contractor's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.

6. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all programs, benefits, and actions, including in its contracts and any activities that contractors, subcontractors, consultants, or others engage in for or on behalf of City. Accordingly:

A. Contractor and Contractor's personnel in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials, will not discriminate based on race, color, religion,

national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or conditions related to pregnancy or childbirth. Contractor and Contractor's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, for example, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Contractor will, in solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will be considered for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to a person's ability to perform the duties of a particular job or position.

2. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Contractor or Contractor's personnel will, as part of its Services, be engaging for or on behalf of City with others, Contractor will ensure that engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), it will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency Plan (part of City's Nondiscrimination Plan at <https://www.wyomingmi.gov>) will comply with this requirement.

C. Noncompliance with this section is a material breach of this Contract that can result in (i) withholding payments to Contractor until Contractor complies, (ii) Contract cancellation, termination, or suspension, in whole or in part, and/or (iii) Contractor's ineligibility to bid on or enter future contracts with City.

D. Contractor will retain and, upon City's request, provide copies of all information and reports required by all laws, rules, regulations, orders, directives and guidance referred to in this section as determined by City or a state or federal agency to be pertinent to ascertain Contractor's compliance. If requested information is exclusively possessed by another who fails or refuses to furnish it, Contractor will so certify to City.

E. Contractor must include the requirements of paragraphs A through D in all subcontracts, consultant contracts, and material

procurement and equipment leasing documents, directly or indirectly related to this Contract, and any other Contractor activities that HUD or the United States Department of Justice determine are needed to comply with this section. Contractor must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems reasonably necessary to enforce compliance with this section including sanctions for noncompliance.

7. **Ethical Standards.** Contractor and Contractor's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Contractor's personnel, any consideration contingent upon the award of this Contract. None of Contractor's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Contractor will promptly inform City of any change in this circumstance.

8. **Media Releases.** Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

9. **W-9.** Before beginning work, Contractor and subcontractors will e-mail to [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) a completed an IRS W-9 form.

10. **Intellectual Property.** Contractor guarantees the sale or use of the Goods or the articles, software, copies, records, or other intellectual property provided or used to perform the Services will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to City, defend all actions against City or City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

11. **Quality.** Unless otherwise stated in the Proposal, all Goods supplied under this Contract will be new, the best of their respective kind, and free from defects.

12. **Taxes.** City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.

13. **Disposal.** Unless this Contract or Proposal states otherwise, Contractor will remove and dispose of materials, equipment and other items demolished, removed or replaced during as part of the Services and cleanup and remove of all debris resulting from the Services in a manner complying with applicable law. Contractor must retain and, upon request, provide City copies of any required manifest and other disposal documentation.

14. **Restoration.** Without expense to City, Contractor will restore, property damaged while providing the Services to a condition equal to that existing before that damage. If Contractor fails to make such repairs or restoration, City may, after 48-hours' notice to Contractor, make such repairs or restoration, and deduct costs incurred from amounts due Contractor.

15. **Manufacturer Information and Warranties.** Contractor will provide City all manufacturer parts lists, assembly and maintenance information, and other documents provided by manufacturers of the Goods and ensure warranties for them are held by or assigned to City.

16. **Risk Allocation.** Contractor is solely responsible for (i) means and methods of the Services, (ii) the conduct of Contractor's personnel, and (iii) injuries or property damage occurring as a result of the Services. Contractor will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against all claims made by persons other than City as a result of the Services. Contractor will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City's officers or employees as a result of the Services.

17. **Insurance.** Contractor must obtain and maintain the following insurance:

<b>COMMERCIAL GENERAL LIABILITY</b>	
Minimal Limits: \$1,000,000 Each Occurrence, \$1,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations	
Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.	
<b>AUTOMOBILE LIABILITY INSURANCE</b>	
Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person      \$1,000,000 per occurrence	
<b>WORKERS' DISABILITY COMPENSATION</b>	
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.	
<b>EXCESS/UMBRELLA INSURANCE</b>	
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).	
<b>ADDITIONAL INSURED</b>	
If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.	

Upon City request, Contractor will provide to City's Purchasing Department copies of certificates of insurance, policies and endorsements.

18. **Records.** City must retain, be able to obtain, and/or audit records related to City contracts. Contractor will retain copies of all records related to this Contract and the Services for at least 7 years after completion of this Contract. Contractor will, upon City's request, allow inspection, auditing, and copying of all retained records.

19. **Assignment/Beneficiaries.** Unless this Contract states otherwise, (i) none of Contractor's rights or duties may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this Contract.

20. **Independent Contractor.** Contractor is wholly independent of City. None of Contractor's personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for acts, omissions, and statements of Contractor's personnel. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for the Services. City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

EXHIBIT B



# Estimate

Date	Estimate #
6/27/2021	17289

Name / Address
City of Wyoming 1155 28th St SW Wyoming, MI 48509

Description	Qty	Rate	Project	
			Total	
<b>**UPDATED**</b>				
Remove all police equipment from retiring police vehicle - auction ready	1	350.00	350.00	
Remove all vinyl and adhesive - auction ready				
Ford Package 63L Replacement - Rear Quarter Glass Lights	1	400.00	400.00T	
Ford Package 21L/60A Replacement - Front Warning Aux Lights	1	300.00	300.00T	
Ford Package 43A Replacement - Rear Aux Lightgate Lights	1	280.00	280.00T	
Ford Package 66B Replacement - Tail Lamp Lighting Solution	1	280.00	280.00T	
Ford Package 66L Replacement - Rear Lighting Solution	1	190.00	190.00T	
Ford Package 18X Replacement - 100W Siren Speaker/Bracket	1	450.00	450.00T	
Pro-gard Rear Side Door Panel Cover Kit, 2020+ Ford Interceptor Utility	1	175.00	175.00T	
Tomar Lightbar Hook Kit, 2020+ Ford Interceptor Utility	1	35.00	35.00T	
Pro-gard ABS Transport Seat with Poly Cargo Barrier and Seat Mount Kit, 2020 Ford Interceptor Utility	1	45.00	45.00T	
Pro-gard Center Slider Poly Window Prisoner Partition w/ Chicago Barrier, inc. Recessed Panels and Lower Ext Panels, 2020+ Ford Interceptor Utility	1	1,400.00	1,400.00T	
Pro-gard Charcoal Grey ABS Floor Pan, 2020+ Ford Interceptor Utility	1	809.00	809.00T	
Pro-gard Steel Window Bars, Pair, 2020+ Ford Interceptor Utility	1	185.00	185.00T	
Havis 14" 15 Degree Console, 2020+ Ford Interceptor Utility	1	215.00	215.00T	
Havis Dual Internal Cupholder for 15 Degree Console	1	255.00	255.00T	
Havis Brother PocketJet Roll-Feed Printer Mount and Arm Rest, Top Mount	1	35.00	35.00T	
Havis Premium Passenger Side Mount Package, 2020+ Ford Police Interceptor Utility	1	242.00	242.00T	
Havis Chargeguard Select	1	556.00	556.00T	
Westin Push Bumper Elite, 2020+ FPIU	1	85.00	85.00T	
Westin 23.5" Push Bumper Elite Channel, Solid	1	326.00	326.00T	
	1	32.00	32.00T	
<b>Subtotal</b>				
<b>Sales Tax (0.0%)</b>				
<b>Total</b>				



# Estimate

Date	Estimate #
6/27/2021	17289

<b>Name / Address</b>
City of Wyoming 1155 28th St SW Wyoming, MI 48509

			Project
Description	Qty	Rate	Total
Pro-gard Universal Gunlock Mount - Shotgun	1	310.00	310.00T
Pro-gard Universal Gunlock Mount - M4	1	310.00	310.00T
Havis Universal Storage Box	1	506.00	506.00T
Pro-gard Prisoner Transport Light Kit, inc. 2 R/W Lights w/ Switch and Cables	2	165.00	330.00T
Magnetic Mic Conversion Kit	2	35.00	70.00T
Santa Cruz Adjustable Gun Lock Timer	2	39.00	78.00T
Brooking Industries 100 Amp Circuit Breaker	1	25.00	25.00T
Freight	1	300.00	300.00T
2022 FORD POLICE INTERCEPTOR UPFIT	1	2,000.00	2,000.00
Wire, loom, fuses, and other shop supplies	1	300.00	300.00T
		<b>Subtotal</b>	\$10,874.00
Arrowhead Upfitters 15 S. Elba Rd Lapccr, MI 48446		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$10,874.00

RESOLUTION NO. \_\_\_\_\_

RESOLUTION FOR AWARD OF BIDS AND TO AUTHORIZE  
THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACTS

WHEREAS:

1. Formal bids have been obtained on the below listed items.
2. The bids received have been reviewed and evaluated as per the attached staff reports.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby award the bid for the listed item as recommended in the attached staff report and summarized below.

Item	Recommended Bidder	Cost
Parks and Recreation Brochure Design, Print and Mail Services	Grand Blanc Printing	Bid prices as shown on the attached tabulation sheet
Marquette Park Master Plan Professional Services	MCSA Group, Inc.	\$13,874.00

2. The City Council does hereby authorize the Mayor and City Clerk to execute the contract for the parks and recreation brochure design, print and mail services.
3. The City Council does hereby authorize the Mayor and City Clerk to execute the contract for the Marquette Park master plan professional services.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried      Yes  
                                    No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 19, 2021.

\_\_\_\_\_  
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report  
Tabulation Sheet  
Contracts  
Proposal

Resolution No. \_\_\_\_\_

## STAFF REPORT

Date: July 14, 2021

Subject: Parks and Recreation Brochure Design, Print and Mail Services

From: Krashawn Martin, Recreation Supervisor

Cc: Rebecca Rynbrandt, Director of Community Services  
Corey Stamps, Special Event and Marketing Programmer

Meeting Date: July 19, 2021

---

### RECOMMENDATION:

It is recommended that the City Council award bids for the Community Services Department's Parks and Recreation Brochure, specifically for the brochures design, printing and mailing services for a three (3) year period ending with the Fall of 2024 brochure publication. Each value represents a maximum cumulative three (3) year cost:

- Design Services: Grand Blanc Printing Co, \$2,200
- Printing and Mailing Services: Grand Blanc Printing Co., \$48,645

### COMMUNITY, SAFETY, STEWARDSHIP:

Community – The City of Wyoming through its Community Services Department's Parks and Recreation service area are custodians of almost 700 acres of park lands and natural resources and the provider of over 300 youth, adult, senior and family health, wellness, education, athletic, and leisure recreation programs. Recreational opportunities are shared broadly to the community through the brochure.

Safety – Recreational programs and the many amenities in our park system which are promoted through the brochure help to create safe and welcoming environments for all in the community.

Stewardship – The ability to market opportunities provided by the City ensures that we maximize the community's investments of its dedicated Parks and Recreation Operational Millage. Program income provides for enhanced services, allowing for expanded programs, subsidies for low-cost and free programming for at-risk youth and family events.

### DISCUSSION:

Our Request for Proposal was distributed to 121 vendors and the process resulted in six (6) submittals for design services and four (4) for printing and mailing services.

In reviewing the bid submittals for printing and mailing services, the Grand Blanc Printing Co. Inc. bid came in as the low bidder. They demonstrated that they will be able to meet the level of quality that we expect based on samples provided and our previous experience with them in the past.

For design services, Grand Blanc Printing Co. Inc. came in as the second lowest bidder. In follow-up with the lowest bidder for design services, when they were advised that they were not also the low bidder for printing and mailing services and would not be recommended for bid award specific for that item, they no longer wished to be considered for the project. Grand Blanc Printing Co. Inc. demonstrated that they will be able to meet the level of quality of design based on samples provided and positive references.

The award of this bid will allow the City to continue to produce and distribute this vital marketing piece to the community three times a year, through 2024. Despite changes in technology access, yearly surveys continue to show that the seasonal brochure is the most effective and desired means of receiving information for different opportunities offered by the department.

**BUDGET IMPACT:**

The bid for design services represents a 91% decrease in average annual cost. Printings and mailing services represent a 6% increase.

Sufficient funds are available in the Community Services Parks and Recreation Administration Printing & Advertising account #208-752-75200-900.000 and in the Professional Services Design account #208-752-75200-801.006 to accommodate the annual cost.

Attachment: Tabulation Sheet

CITY OF WYOMING, MICHIGAN  
TABULATION OF BIDS

**PARKS AND RECREATION BROCHURE DESIGN SERVICES**

Opened By City Clerk On June 8, 2021 At 11:00 a.m. o'clock

All bid prices reduced to net. All bid prices shown are firm through completion of bid.

	NUMBER OF PAGES	PRINTING & MAILING					
		TOTAL BID PRICE					
		1 <sup>st</sup> Year		2nd Year		3rd Year	
		EACH PRICE	TOTAL BID FOR 31,000	EACH PRICE	TOTAL PRICE FOR 31,000	EACH PRICE	TOTAL BID PRICE FOR 31,000
GRAND BLANC PRINTING CO. INC. PRINT, DESIGN, & MAIL	24	\$ 0.1409	\$ 4,367.00	\$ 0.1437	\$ 4,454.00	\$ 0.1465	\$ 4,543.00
	28	\$ 0.1559	\$ 4,833.00	\$ 0.1590	\$ 4,929.00	\$ 0.1622	\$ 5,027.00
	32	\$ 0.1709	\$ 5,299.00	\$ 0.1743	\$ 5,404.00	\$ 0.1778	\$ 5,512.00
WOLVERINE PRINTING SOLUTIONS PRINT & MAIL SERVICE	24	\$ 0.3010	\$ 9,330.53				
	28	\$ 0.3510	\$ 10,868.13				
	32	\$ 0.3830	\$ 11,886.48				
	24	\$ 0.3070	\$ 9,516.60				
	28	\$ 0.3580	\$ 11,085.49				
	32	\$ 0.3910	\$ 12,124.21				
	24	\$ 0.3130	\$ 9,703.20				
	28	\$ 0.3650	\$ 11,302.86				
	32	\$ 0.3990	\$ 12,361.94				
K.K. STEVENS PUBLISHING CO.	24	\$ 0.1794	\$ 5,562.76	\$ 0.1884	\$ 5,840.90	\$ 0.1978	\$ 6,132.95
	28	\$ 0.1978	\$ 6,130.47	\$ 0.2076	\$ 6,437.00	\$ 0.2180	\$ 6,758.85
	32	\$ 0.2105	\$ 6,525.07	\$ 0.2210	\$ 6,851.33	\$ 0.2321	\$ 7,193.89
INDIANA PRINTING & PUBLISHING CO (BASED ON 8.25X10.75 SIZE)	24	\$ 0.2279	\$ 8,506.00	\$ 0.2348	\$ 8,761.18	\$ 0.2418	\$ 9,024.02
	28	\$ 0.2399	\$ 9,117.00	\$ 0.2471	\$ 9,390.51	\$ 0.2545	\$ 9,672.23
	32	\$ 0.2625	\$ 10,056.00	\$ 0.2703	\$ 10,357.68	\$ 0.2784	\$ 10,668.41

	NUMBER OF PAGES	DESIGN		
		TOTAL BID PRICE		
		1 <sup>st</sup> Year	2nd Year	3rd Year
		WINTER/ SPRING	SUMMER	FALL
		TOTAL BID PRICE	TOTAL BID PRICE	TOTAL BID PRICE
OLMSTED ASSOCIATES, INC. (DESIGN ONLY BID)	24	\$ 2,060.00	\$ 2,060.00	\$ 2,060.0000
	28	\$ 2,410.00	\$ 2,410.00	\$ 2,410.0000
	32	\$ 2,825.00	\$ 2,825.00	\$ 2,825.0000
EXTEND YOUR REACH (DESIGN ONLY BID)	24	\$ 1,200.00	\$ 720.00	\$ 720.0000
	28	\$ 1,440.00	\$ 840.00	\$ 840.0000
	32	\$ 1,620.00	\$ 960.00	\$ 960.0000
MY HOUSE OF DESIGN	24	\$ 2,035.00	\$ 2,035.00	\$ 2,035.0000
	28	\$ 2,365.00	\$ 2,365.00	\$ 2,365.0000
	32	\$ 2,775.00	\$ 2,775.00	\$ 2,775.0000
INDIANA PRINTING & PUBLISHING CO. PRINT, MAIL & DESIGN BID (BASED ON 8.25X10.75 SIZE)	24	\$ 1,440.00	\$ 1,483.20	\$ 1,527.7000
	28	\$ 1,680.00	\$ 1,730.40	\$ 1,782.3100
	32	\$ 1,920.00	\$ 1,977.60	\$ 2,036.9300
K.K. STEVENS PUBLISHING CO. PRINT, MAIL & DESIGN BID	24	\$ 720.00	\$ 744.00	\$ 768.0000
	28	\$ 840.00	\$ 868.00	\$ 896.0000
	32	\$ 960.00	\$ 992.00	\$ 1,024.0000
GRAND BLANC PRINTING CO. INC. PRINT, DESIGN, & MAIL	24	\$ 1,200.00	\$ 600.00	\$ 600.0000
	28	\$ 1,400.00	\$ 700.00	\$ 700.0000
	32	\$ 1,600.00	\$ 800.00	\$ 800.0000

**PARKS & RECREATION BROCHURE DESIGN, PRINTING AND MAILING CONTRACT**

This Contract is made as of the Effective Date between the City of Wyoming, a Michigan municipal corporation, of 1155 28<sup>th</sup> Street SW, PO Box 905, Wyoming, MI 49509-0905 ("City") and the Contractor identified below.

**Recitals**

City requested bids/proposals for the **Parks & Recreation Brochure Design, Printing & Mailing Services** contract (the "Request for Bids/Proposals" that included the bid/proposal requirements, city contract standard terms and conditions, risk allocation and insurance provisions, bonds and lien provisions, specific requirements, bid/proposal form, plans, and project or technical bid specifications) and Contractor submitted the bid/proposal by the required date of June 8, 2021 and related required materials (the "Bid") that was selected by City

"Contract Documents" means this contract, the Bid, the Request for Bids/Proposals including all materials that are part of it, the approving City Council resolution, insurance information meeting contract requirements (including any requested policies, endorsements and certificates), and any required bonds.

"Contractor" means: GRAND BLANC PRINTING, INC.  
LEGAL NAME OF COMPANY

---

CORPORATION 1968  
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

---

9449 HOLLY ROAD  
FORM OF BUSINESS and STATE IN WHICH FORMED - e.g. partnership, corporation, limited liability company, or professional corporation, and the state in which it was formed

---

9449 HOLLY ROAD  
STREET ADDRESS

---

GRAND BLANC MI. 48439  
CITY STATE ZIP CODE

"Effective Date" means the day after the date that (i) the Contract is approved by the City Council and (ii) the City receives all bonds, insurance documents, and other documents required from Contractor.

**Terms and Conditions**

In exchange for the consideration in and referred by this Contract, the parties agree:

- Contractor will provide the materials and services in accordance with the Contract Documents.
- City will pay the Contractor in accordance with the Contract Documents.
- This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

City and Contractor have signed this Contract as of the Effective Date.


**City of Wyoming**

By: \_\_\_\_\_  
Jack A. Poll, Mayor

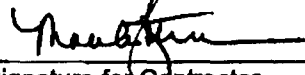
By: \_\_\_\_\_  
Kelli A. Vandenberg, City Clerk

Date signed: \_\_\_\_\_

Approved as to form:

  
\_\_\_\_\_  
Scott G. Smith, City Attorney

**Contractor**

By:   
\_\_\_\_\_  
Signature for Contractor

MATTHEW D. STEBBINS PRESIDENT  
Printed Name & Title of Person Signing

Date signed: 6-7-21

## STAFF REPORT

Date: July 14, 2021

Subject: Marquette Park Master Plan Professional Services

From: Rebecca Rynbrandt, Director of Community Services

Council Meeting Date: July 19, 2021

---

### **RECOMMENDATION:**

Staff recommends the City Council award the bid for professional landscape architectural services for completion of a master plan for Marquette Park to the MCSA Group, Inc. in the amount of \$13,874.

### **COMMUNITY, SAFETY, STEWARDSHIP:**

The City of Wyoming through its Community Services Department's Parks and Recreation service area are custodians of almost 700 acres of park lands and natural resources and the provider of over 300 youth, adult, senior and family health, wellness, education, athletic, and leisure recreation programs.

The park system is a system predominately built between 1950 and 1970. Over the course of the last 15 years the city has made great strides in developing park properties, such as Ideal, Frog Hollow, Jackson, Ferrand, Lamar, Battjes, Prairie, and Oriole Parks. These redeveloped parks enjoy contemporary facilities with improved functional relationships related to programmed and passive uses.

The City of Wyoming strives to provide a safe, convenient, and pleasant living environment, with minimal burden to the taxpayer. We strive to ensure each park has its own character, and to the extent practicable, based upon proven resident demands, limited duplication of facilities. To foster community unity and social connections, leveraging our limited financial resources, our system has moved away from "pocket parks" to regional parks, with unique identities, serving all residents of the community.

Marquette Park is an approximately 40 acre parcel located at 1414 Nagal Avenue, encompassing Kimble Field, inclusive of portions of Plaster Creek. Much of the property is part of the floodplain. The park is nestled in a culturally diverse, densely populated residential area immediately to its south and eastern borders with adjacency to industrial properties to the north and west.

The park's current development is considered outdated and needs to be updated to address the evolving needs of the City and the immediate neighborhood. A park master plan is necessary to determine citizen interests and priorities for redevelopment obtain grants and invest the parks and recreation operational millage.

**Discussion:**

The City of Wyoming Community Services Department's invitation to 91 consultants and related agencies to submit proposals for development of the Marquette Park master plan met with one qualified proposal for our consideration:

MCSA Group, Inc.      \$13,874

Taking into consideration cost; the applicants understanding of the total scope of the project, with particular emphasis on community engagement processes, and references, we are recommending MCSA Group, Inc. to City Council for award of bid.

The Marquette Park master plan will be used as the primary strategic planning tool for the development of the park; and is necessary for the City of Wyoming to seek and obtain grants from the Michigan Department of Natural Resources.

**Budget Impact:**

Funding for this professional agreement is available in account number 208-752-75600-801.006.

###



JACKSON PARK - CITY OF WYOMING



FERRAND PARK - CITY OF WYOMING



ORIOLE PARK - CITY OF WYOMING

PRIME PROFESSIONAL SERVICES PROPOSAL FOR:

# City of Wyoming Marquette Park Master Plan

Contact:

**Tiffany Smith**

Phone: 616-451-3346

Email: [tas@mcsagroup.com](mailto:tas@mcsagroup.com)





# Table of Contents

CITY OF WYOMING

## Marquette Park Master Plan

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Jackson Park Community Meeting - Design Charette (2008)



# Transmittal Letter

CITY OF WYOMING

## Marquette Park Master Plan

July 5, 2021

Ms. Kelli VandenBerg, City Clerk  
City of Wyoming  
City Hall  
1155 – 28th Street S.W.  
Wyoming, Michigan 49509-0905

Dear Ms. VandenBerg:

MCSA Group, Inc. is pleased to provide the City of Wyoming with our qualifications and proposal for the Marquette Park Master Plan.

We believe that upon review of our qualifications it will be evident that we are extremely experienced in all aspects of Park Master Planning and Design.

During our visit to the park, between rain storms, we observed a great deal of potential for improvements to this park which will impact the surrounding neighborhoods and the City of Wyoming.

We will provide all of the professional services in accordance with your Request for Proposals. We carry all appropriate professional liability insurance. Please refer to our Company Profile section for specific descriptions for MCSA Group, Inc.

We would like to thank you for the opportunity to submit this Proposal and these qualifications. Any questions pertinent to this proposal should be directed by my attention.

If you have any questions or if we can provide any clarifications, please feel free to contact us at any time.

Sincerely,  
Tiffany A. Smith

President  
MCSA Group, Inc.  
A Certified Woman Owned Small Business





# Company Profile

CITY OF WYOMING

## Marquette Park Master Plan

M. C. Smith & Associates, Inc. was formed in March 1977 by Michael C. Smith. The firm provides award-winning Landscape Architectural and Architectural services. Principals include Kathleen G. Waters, RA; Jolanta Stecka, RA; Melinda R. Whitten, RLA; and Tiffany A. Smith, RLA. Michael C. Smith is the firm's Creative Director. On March 15, 2017, MCSA Group, Inc. (M.C. Smith Associates and Architectural Group, Inc.) turned 40 and we became a Woman-Owned Business. In February of 2020 we became a Certified Woman-Owned Business by the US Small Business Administration.

The firm's office is located in East Grand Rapids, Michigan. MCSA Group, Inc. provides Architectural and Landscape Architectural Services for the following types of projects: Public Housing; Federal, State and Municipal Government; Park and Recreation Architecture; Sports Facilities, Historical Rehabilitation; Private and Commercial Buildings; Streetscapes and Plazas; Community and Neighborhood Parks; Waterfront Parks; Sports and Athletic Facilities; Boardwalks, Decks and Bridges; Trails and Linear Parks; Playgrounds; Site and Street Lighting; Signage Design; Site Planning; Community Recreation Plans; Grant Applications and Facility Assessments.



## Company Profile

In addition to our professional staff of Architects and Landscape Architects, MCSA Group, Inc. has excellent consultants for specialized portions of specific projects. These consultants extend our team capabilities by providing such disciplines as: surveying, soils analysis, structural engineering, mechanical and electrical engineering, and traffic engineering.

By offering a full range of professional services through the entire planning, design, engineering and development process, MCSA Group provides each client with comprehensive services. Our diversity ensures a responsiveness to the wide range of issues and concerns facing each client. Our experience enables us to develop solutions that are creative, yet sensitive to each project's specific goals and objectives.

Our professional services are based upon the principle that if a project cannot be appropriately implemented within mutually agreed upon budget parameters, then we have not succeeded. This follows that we do not believe that design principles, as well as sound engineering, need be compromised in any manner. We have demonstrated that outstanding award winning projects can be achieved without needing to be designed beyond budget limitations.

Our construction documents for every project are complete and comprehensive, detailing all components and systems of the construction. Our plans provide contractors a solid base for bidding, resulting in excellent bids. Construction based upon our plans is completed with minimal change orders and in accordance with the established schedule. We provide complete construction administration for all projects.

We practice a high level of sustainable design and believe that both facility development and environmental conservation & preservation can be structured side-by-side and, if properly designed and implemented, will enhance each other.

Our clients, as end users, are most often members of the public. The public facilities and spaces that we design optimize individual and collective experiences, providing positive and enjoyable outcomes for all users. We strive to optimize designs that are easily maintained, have long life cycles, and do not overly tax Owner's budgets for maintenance, management or support.



Collins Park Reeds Lake - East Grand Rapids



# Statement of Understanding and Project Approach

CITY OF WYOMING

## Marquette Park Master Plan

### Statement of Understanding

Marquette Park, containing approximately 40 acres and part of the City of Wyoming's 673 acres of park and recreation resources, is nestled in a culturally diverse, densely populated residential area immediately to its south and eastern borders. Industrial properties are located to the north and west of the park. Currently, the park provides the City's primary soccer facilities for the community's youth soccer program, the City's only dog park, Kimble Field, basketball courts, in-line hockey courts, parking areas and restroom building. In addition, the property currently houses a community garden and maintains a long established land lease with the Grand Rapids Rifle and Pistol Club. Much of the park is within the Plaster Creek floodplain.

It is the intent of the City of Wyoming to develop an updated contemporary park, providing accessible facilities and opportunities for better programmed and passive uses. An important part of the planning and design process will be a public survey and public meetings to review the opportunities and potentials for the park, and receive suggestions from the citizens of Wyoming and the park neighbors. Many residents of the City and neighborhood have limited English proficiency, with their native language being Spanish. As such, the survey and meetings will need to be bilingual. Based upon comments and suggestions from the community, up to three (3) alternative concept plans will be developed. These concept plans will be presented and reviewed at neighborhood/community meetings. The plans will then be refined and reviewed by the Parks and Recreation Commission, the Planning Commission, and the Wyoming City Council.

### Project Approach

Our professional services, as proposed, will follow a logical step-by-step, traditional planning process, including inventory, analysis, and synthesis. Our Work Plan will follow the outline of professional services as the following presents:

### Park Master Planning and Design

#### Task 1: INVENTORY (Data Collection and Site Reconnaissance)

1. Meet with City Representatives to review program goals and objectives.
2. Collect all available site base data: REGIS GIS base maps; topographic and boundary surveys; aerial photographs; flood data; soils data; planning and zoning data; etc.
3. Walk and photograph all areas of the site.
4. Inventory the site's physical and spatial features.
  - a. Natural features: soils; topography; vegetation; drainage and flooding; micro-climate; and others.

# Statement of Understanding and Project Approach



- b. Visual features: exterior views into park, quality/character, and others.
  - c. Land use: existing/park uses, potential conflicts, adjacent land uses, and others.
  - d. Circulation: points of access and bicycle/pedestrian linkages.
  - e. Utilities: water, sanitary sewer, storm sewer, and electric.
5. Determine Site Utilization Potentials and Net Usable Park Space based on floodplain and leased properties.
  6. Prepare Site Inventories in graphic format.
  7. Review Site Inventories with City Representatives.

## Task 2: ANALYSIS (Evaluations, Program Development, and Visioning)

1. Park Development Opportunities/Constraints
  - a. Identify and document influences from adjacent areas which will positively or negatively impact development.
  - b. Identify and document physical constraints which will affect development.
  - c. Identify and document spatial units and experience zones having positive or negative relationships to park development.
  - d. Identify and document infrastructure systems impacting initial and future improvements, considering phasing and expansion.
  - e. Review site opportunities/constraints with City Representative.
2. Park Program Development
  - a. Outline scope of development opportunities/potentials.

## Task 3: PUBLIC ENGAGEMENT (A)

1. Public Engagement Marketing Campaign
2. Develop bilingual survey using Survey Monkey, or other software, to obtain information from the community about their desires for the park.
3. Resident Input Meetings (Bilingual)
  - a. Meet with interested community members for Visioning Workshop sessions (2) for input on development opportunities for the park. Location, date and time to be as outlined in the City's provided Timeline Schedule.

## Task 4: FLOODPLAIN AND CITY CONSTRAINTS

1. Input meeting with City of Wyoming Engineering, EGLE and Kent County Drain Commission. Note that EGLE Pre-Application Fee to be paid by City.

### Task 5: SYNTHESIS – CONCEPT PLANS

1. Use Program Alternatives
  - a. Based on data gathered during the public engagement process, prepare written program of Park improvement opportunities including:
    - Size and visual characteristics of use
    - Support facilities required/desired
    - Recreation elements
    - Density and site carrying capacities
    - Utilization compatibility
2. Alternative Concept Plans (up to 3)
  - a. Based upon refined programs, prepare three (3) Alternative Park Concept Plans considering and including:
    - All recreation facilities – programmed and passive and visual characteristics of use
    - Architectural elements: restrooms and shelters
    - Vehicular access and parking
    - Pedestrian access and circulation
    - Entry features
    - Playgrounds
    - Splashpad
    - Picnic areas
    - Soccer and Ballfields
    - Sport Courts (Basketball, Futsol, In-line Skating, Tennis, Pickleball)
    - Focal points
    - Lighting
    - Benches, waste containers, signage, etc.
    - Landscaping/garden areas/floral plantings/natural areas
    - Others as identified
  - b. Develop preliminary cost estimates based upon concept plans
3. City Review with Wyoming Director of Community Services. Note: additional meetings with City staff may be required during this process. We will be available to meet as necessary.

### Task 6: PUBLIC ENGAGEMENT (B)

1. Community Facebook Survey of Concepts (Bilingual)
2. Resident Input Meetings (Bilingual)
  - a. Meet with interested community members for Workshop sessions (2) presenting the Concepts and Concept Survey Results. Location, date and time to be as outlined in City's provided Timeline Schedule.

### Task 7: MASTER PLAN – The Vision

1. Based upon City and Citizen input, refine concept plans and prepare DRAFT color-rendered illustrative Master Plan
2. City Presentations - Parks and Recreation Commission, Planning Commission joint meeting
3. Draft Construction Cost Estimate
4. City Presentation - Parks and Recreation Commission
5. City Council Work Session presentations of Master Plan
6. City Council Adoption of Master Plan
7. Final Construction Cost Estimate
8. Final Master Plan .pdf including public meetings, Concept Plans and Final Cost Estimate
9. Final Cost estimate will be provided as an excel file



# Project Schedule

CITY OF WYOMING

## Marquette Park Master Plan

### Project Schedule

Consultant Kick-off Meeting with City of Wyoming Community Services Director/Staff	Week of Aug. 24
Base Maps, Historical Document Reviews/Collection Maintenance, Recreation. Community Policing Staff Interviews Staff Development of Public Engagement Notices	Sept. 6 - 30
Public Engagement Marketing Campaign	Sept. 6 - 27
Resident Input Meetings at Godfrey Lee Public Schools, 6:30pm Resident Input Meeting at Wyoming Public Library, 6:30pm	Week of Sept. 27
Resident Survey of Desires	Sept. 13-27
Engineering, MI EGLE, Kent County Drain Commission Input Meeting	Week of Sept. 30
Development of 3 Concepts Based on All Input Presentation of Concepts to the City of Wyoming Dir of Community Services Services	October 4 - 22
Facebook Survey of Preferred Concepts	Oct. 22 - Nov. 5
Resident Input Meetings at Godfrey Lee Public Schools, 6:30pm Presentation of Concepts Survey Results, Vetting/Affirming	Week of Nov. 15
Resident Input Meetings at Wyoming Senior Center, 6:30pm Presentation of Concepts Survey Results, Vetting/Affirming Draft Plan	Week of Nov. 15 Nov. 22 - Dec. 22
Parks and Recreation Commission, Planning Commission Joint Meeting	January 12
Parks and Recreation Commission, Draft Construction Cost Estimate	February 9
City Council Work Session	February 14
City Council Adoption	February 21
Final Construction Cost Estimate	February 25



# **Bid Proposal Form & Addendum**

CITY OF WYOMING

## **Marquette Park Master Plan**

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On the following pages please find the Bid Proposal Form and Addendum Acknowledgment.

**BID/PROPOSAL FORM**  
**MARQUETTE PARK MASTER PLAN**

The proponent identified below submits the attached bid/proposal materials, including the price(s) stated on the attached bid form.

By signing this bid/proposal form, the proponent identified below represents, attests and promises, the proponent:

1. Has reviewed and is familiar with all plans and specifications, including any issued addenda and any interpretations, and any information provided at any pre-bid meeting.
2. Has reviewed, meets, and will comply with all the Standard Terms and Conditions except those specifically stated in the materials submitted with this bid/proposal form, including, without limitation, all of the applicable insurance and bonding requirements.
3. If applicable, is familiar with the Work site and Work site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by the City due to unanticipated difficulties encountered in performing the actual work.

---

Is the bidder a:	<u>YES</u>	<u>NO</u>
Section 3 Certified Contractor?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, Dunns #: _____		

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Are you, or the business owner related to any elected official or employee of the City?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, list name and relationship: _____		

---

Unless the specifications otherwise state, the following is provided for statistical purposes only.

Is the bidder a:	<u>YES</u>	<u>NO</u>
Woman Owned Company?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Minority Owned Company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Bid/Proposal Form Continued**

A lump sum bid price shall be submitted for performing the work specified herein. If any items, accessories or groups of items require to perform the work specified are not specifically indicated herein, it shall be the bidder's responsibility to furnish said items, accessories or groups of items, and include them in the lump sum bid price submitted.

State bid price as per the specifications included herein. \$ \$13,874 \*

\*\$9,750 is MCSA Group Professional fees plus *Translation Services of \$3,344 for Public Survey (based on Gezon Park Survey), and \$780 for interpretive services at public meetings (3 hours at 4 meetings).*

MCSA Group, Inc.

[Proponent's Complete Business Name]

M.C. Smith Associates and Architectural Group, Inc.

[If Proponent is DBA Include Full Proponent DBA Here]



[Signature for proponent]



[2nd signature for proponent]

Tiffany Smith, President

[Printed name and title of person signing]

Melinda Whitten, Vice President

[Printed name and title of 2nd person signing]

Date signed: 7-5-21

529 Greenwood Ave SE

[Proponent's street address]

616-451-3346

[Proponent's business phone]

East Grand Rapids MI 49506

[City] [State] [Zip]

616-340-2748

[Cell phone number(s) of person(s) signing for proponent]

303-828-8884

tas@mcsagroup.com

[E-mail address(s) of person(s) signing for proponent]

mwhitten@mcsagroup.com

Corporation, Michigan

[Proponent's form of business – e.g. partnership, corporation, limited liability company, professional corporation and the state in which it was formed]



**ADDENDUM #1 - BID/PROPOSAL FOR  
MARQUETTE PARK MASTER PLAN  
BID DUE: 11:00 AM; TUESDAY, JULY 6, 2021**

**ADDENDUM #1**

Due to the novel coronavirus COVID-19 pandemic, emergency rules issued by the Michigan Occupational Health and Safety Administration and emergency orders issued by the Michigan Department of Health and Human Services limit in-person work, limit attendance at gatherings, require wearing masks and 6-foot distancing at gatherings, and impose other requirements. Wyoming’s Mayor issued a proclamation of a local emergency under Chapter 46 of the City Code of Ordinances.

Bidders are solely responsible for ensuring delivery by the required date and time. Bids can be hand delivered to City Hall at the City Clerk’s office window in the rotunda. Entry is by the doors off the parking lot on the south side of City Hall along 28<sup>th</sup> Street SW.

Until further notice bid openings will be held virtually. A City representative will open the bids and read them on camera. For those interested in observing, a link to observe by Zoom will be available on the City of Wyoming website calendar: <https://www.wyomingmi.gov/About-Wyoming/Events>.

Initial tabulations of bids will usually be posted to the city’s website within 48 hours of the bid opening. These initial tabulations will be subject to more detailed reviews of the bids for compliance with bidding requirements, reference checking, and other tasks.

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The Addendum shall be part of and be incorporated into this bid/proposal.

Please complete this addendum and attach to your bid/proposal.

**MCSA Group, Inc.**

BIDDER’S NAME

**616-451-3346**

BIDDER’S BUSINESS PHONE

**616-340-2748**

CELL PHONE OF PERSON SIGNING FOR BIDDER

**tas@mcsagroup.com**

EMAIL ADDRESS OF PERSON SIGNING FOR BIDDER

**Tiffany Smith**

PRINTED NAME OF PERSON SIGNING FOR BIDDER

SIGNATURE FOR BIDDER

**7-5-21**

DATE SIGNED



# References

CITY OF WYOMING

## Marquette Park Master Plan

Mark Rambo  
City of Kentwood  
(616) 554.0770  
romeov@kentwood.us

Kevin Plockmeyer  
City of Zeeland  
616.748.5904  
kplockmeyer@cityofzeeland.com

Brian Bailey  
Berrien County  
(269) 983-7111  
bbailey@berriencounty.org

We have provided Master Planning Services for Multiple Parks for all of these Communities



Veterans Park - City of Kentwood



# Qualifications, Experiences and Organizational Chart

CITY OF WYOMING

## Marquette Park Master Plan

The MCSA Group, Inc. team feels the planning design and development of Park and Recreation Facilities for community use and enjoyment involves the careful synthesis of site, social and environmental factors with the principals of planning, design and engineering. We utilize effective project organization, direct client and community involvement, careful research, and creative design for every aspect of every project. This results in implementable solutions for the specific requirements of every project and client situation.

We have a team of highly qualified professionals who, by combining their individual talents, will produce plans of the highest quality and appropriateness. By providing services as a carefully coordinated team of diversely specialized professionals, we can bring the broadest perspective to the project while maintaining the highest degree of understanding of the finest details of master planning, design, engineering and implementation. This approach assures the highest degree of innovation possible for all aspects of this project.

We have performed extensive professional services for numerous large and small public and private clients throughout Michigan. This experience has involved numerous citizen advisory groups, commissions, boards, committees, councils and related administrative/directive bodies.

MCSA Group, Inc. currently has a staff of 8 Graduate Park and Recreation planning and design professionals including Architects and Landscape Architects. Tiffany Smith will be the Principal in Charge. Melinda Whitten will be involved in all Project Planning and Design. Emaley Brusveen will assist with the public meetings and graphics.

In addition to our professional staff of Architects and Landscape Architects, MCSA Group, Inc. has excellent consultants for specialized portions of specific projects. These consultants extend our team capabilities by providing such disciplines as surveying; soils analysis and structural design; and mechanical & electrical engineering.

For the in person interpretation services, our team will include Liaison Linguistics of Grand Rapids. For the Public Suvey, our team will include the Spanish Group for the Survey Translation.

The project Organizational Chart, Professional resumes of those individuals working on this project Tiffany A. Smith, Melinda Whitten and Emaley Brusveen; and Resumes for our consultants follow.

Experience Profiles and recent Master Plans follow resumes.

# MARQUETTE PARK MASTER PLAN

## City of Wyoming Officials and Staff





**TIFFANY A. SMITH, RLA, CPSI**  
***PRINCIPAL and PRESIDENT***

**MCSA Group, Inc.**

**Registration:**

- Registered Landscape Architect – State of Michigan

**Education:**

- Michigan State University, B.S.L.A., 2001
- Certified Playground Safety Inspector, CPSI

**Professional Experience:**

- M. C. Smith Associates and Architectural Group, 2001 to date
- Adjunct Professor at Lawrence Technological University
- Eagle Point Software, 2001
- Michigan Department of Natural Resources – Operations Services Bureau – Engineering Division 2000-2001
- Michigan State University Landscape Architecture Teaching Assistant 2000
- Michigan Department of Natural Resources – Park and Recreation Bureau – Planning Division 1998-2000
- Michigan State University AutoCAD Teaching Assistant 1997
- M. C. Smith Associates 1990-1998 (Summers)

**Professional and Civic Activities:**

- Member - American Society of Landscape Architects
- Member - Sigma Lambda Alpha Fraternity – Michigan Chapter of Landscape Architecture Honorary Fraternity

Tiffany started with the MCSA Group in 1990 as a high school intern and is now the President and a primary project manager. Tiffany is involved in all aspects of our professional practice from design through project administration. She is an expert estimator appreciated by clients and staff alike for her infectious enthusiasm. Tiffany is an avid gardener and reader. She has 1 Cavalier King Charles Spaniel; 3 Siamese cats, and can actually throw a fly.



**MELINDA R. WHITTEN**  
***PRINCIPAL AND VICE PRESIDENT***

**MCSA Group, Inc.**

**Registration:**

- Registered Landscape Architect – State of Michigan

**Education:**

- Michigan State University – Bachelor of Landscape Architecture

**Professional Experience:**

- MCSA Group, Inc., 2015 to date
- H+L Architecture, Landscape Architect, Denver, Colorado, 2006-2014
- Vignette Studio, Landscape Designer, Denver, Colorado, 2005-2006
- Michigan State University Engineering & Architecture Services 2003-2005

**Professional and Civic Activities:**

- Member - -Sigma Lambda Alpha Fraternity – Michigan Chapter of Landscape Architecture Honorary Fraternity
- Chicago Botanical Gardens Healthcare Garden Design Certification

Melinda returned to Grand Rapids from Denver and within 3 years has become a Principal and Vice President in the MCSA Group, Inc. Melinda is a consummate Landscape Architect: she is a great designer, prepares complete and perfectly detailed construction plans; illustrates the most outstanding Master Plans and can always develop solutions in the most professional manner. Melinda enjoys sailing, cycling and skiing but, most of all, playing Legos with her daughter.



**EMALEY BRUSVEEN**  
**LANDSCAPE DESIGNER**

**MCSA Group, Inc.**

**Education:**

- Michigan State University – Master's Degree in Environmental Design
- Michigan State University – Bachelor of Landscape Architecture

**Professional Experience:**

- MCSA Group, Inc., March 2020 to date
- Creative Landscaping, Landscape Designer, St. Joseph, Michigan, March 2019 - October 2019
- LPA Inc., Landscape Designer, San Antonio, Texas, April 2018 - October 2018
- Weaver Design Studio, Landscape Designer, San Antonio, Texas, October 2013 - April 2018
- Michigan State University, East Lansing, Michigan, September 2008 - 2012

**Professional and Civic Activities:**

- Member - American Society of Landscape Architects
- Member - Sigma Lambda Alpha Fraternity – Michigan Chapter of Landscape Architecture Honorary Fraternity

Emaley returned to Grand Rapids from San Antonio where she spent the formative years of her professional career working with multiple design disciplines across a range of landscape architectural projects. Emaley loves designing spaces that encourage people of all ages and abilities to explore nature and reconnect with the natural environment around them. Emaley enjoys sailing, hiking, and backpacking, and working on the goal of visiting all 62 National Parks with her husband and dog, Sally.



## About Us

### Our Philosophy

At Liaison Linguistics, our policy is to provide our clients with the best possible services to promote effective communication and to ease the pain of the language barrier. We cater to our clients' needs in different situations with exemplary professionalism. We promise to deliver top quality service with a personable attitude to create a comfortable and pleasant working relationship between our team members and our clients. Most importantly, we understand and honor our clients' privacy and confidentiality. You can entrust your language-related needs to Liaison Linguistics.

- **Our Mission** - Is to bridge the language barrier by promoting effective communication
- **Our Promise** - To provide the best service possible to ensure the highest customer and client satisfaction. We pledge to help connect the community while maintaining the strictest level of confidentiality. We undergo continuous training for professional development.

### Our Team

Our team consists of some of the best professionals in the metro Grand Rapids area. Our team leader has extensive experience in working as an interpreter/translator for the United Nations and international organizations. Majority of our interpreter/translators are well trained and certified in the medical and legal field. Liaison interpreters also has extensive experience working in educational and manufacturing settings. Their diversified backgrounds truly prove to be a valuable tool while working with our clients on different cases.

### Executive Team



Anh Nguyen Tran is a former translator and interpreter for the United Nations High Commissioner for Refugees (UNHCR) in Japan and Korea. She worked in Japan for over seven years and was responsible for being a liaison between the UNHCR and the Japanese government, the Korean government and Indochinese refugees. Her duties include coordinating refugee movements, resettling refugees from Japan and Korean to all over the world.

Anh returned to Grand Rapids, Michigan in 1996 and worked as a free-lance interpreter and translator. Upon seeing that there was a need for well-qualified and trained interpreters in many different languages, Anh founded Anh Okada's Interpretation and Translation Services to build upon and share her passion and experience to others in the field. As the result of the high standard and the number of professional interpreters employed, Anh set out to expand the agency and created Liaison Linguistics in 2005. Anh was one of the first interpreters to be certified by CCHI. Now, she continues to raise the standard and encourage Liaison interpreters to improve and obtain their certification in this profession.

### Our History

Liaison Linguistics started out under the name of Anh Okada's Interpretation and Translation. The agency was founded by Anh Nguyen Tran in 2001. At the time, there were many requests for interpretation and translation, primarily in Vietnamese. As Liaison's high quality of service became known to the public, the amount of clients and the demand of service for other languages began to increase. By the end of 2013, Liaison Linguistics obtained contracts with many major medical and educational institutions. We now offer interpretation and translation services in over 120 languages along with a qualified team of over 250 interpreters and translators.

(616) 560-8492



# Veterans Park Improvements

## Kentwood, Michigan

### Project Reference

City of Kentwood  
Val Romeo, Parks and Recreation Director  
(616) 656-5275

### Project Highlights

Construction to be Completed Summer of 2020

Construction Costs

Phase One: \$1,465,000

Phase Two: \$572,537

## Project Description

MCSA Group provided comprehensive services for Veterans Parks Improvements including Master Plans, Cost Estimates, Engineering, and Construction Administration.

The City of Kentwood applied for a Community Block Grant. MSCA Group assisted by providing necessary information and plans for application. MCSA Group coordinated specifications, bidding and payment applications in accordance with Kent County Requirements.

Park improvements included removing old pump house/irrigation building, playground with barrier free access, splash pad with shade shelter, group picnic shelter, and restroom building. The restroom building was fully designed by MSCA Group. The building includes family style restrooms and a community room that may be used for the City's Reach Program and other Recreation Events. The building also includes concessions with commercial kitchen, storage space and attic.

The second phase of this project is currently under construction. It includes upgrades to the soccer field. The field is being expanded to a full size field with cross field drainage and barrier free pathways to spectator and player areas.



# Project Experience - Veterans Park Improvements





# H.B. Dunton Park - Waterfront Development

Holland Michigan

## Project Reference

Holland Charter Township  
Steve Bulthuis, Manager  
(616) 396-2345

## Project Highlights

Construction Completed: 2016  
Construction Costs over \$1,000,000  
Grant Funds: \$300,000

## Project Description

MCSA Group Inc. provided comprehensive services for waterfront development including restrooms, floating fishing pier and ADA kayak ramp, kayak storage building, beach, parking, boardwalks, decks, shelters, childrens play areas, and landscaping on Lake Macatawa. This project included all professional services starting with Grant Application, Master Plan, Design Development, Construction Documents and Construction Administration.



# Project Experience - H.B. Dunton Park, Waterfront Development





# Paradise Park Master Plan

Fennville, Michigan

## Project Reference

City of Fennville

Amanda Morgan, City Administrator

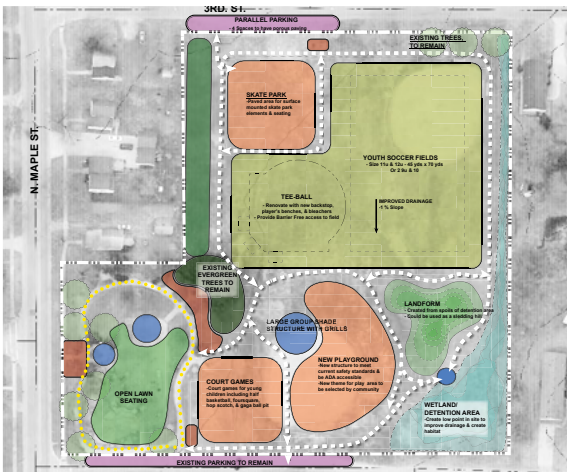
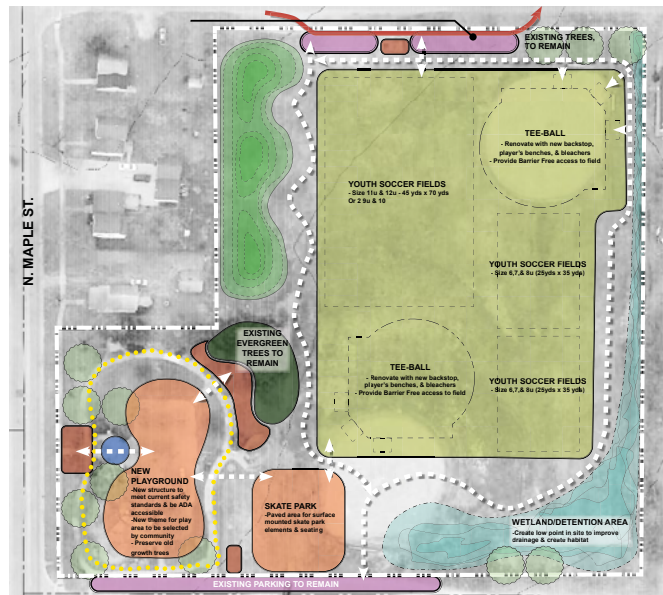
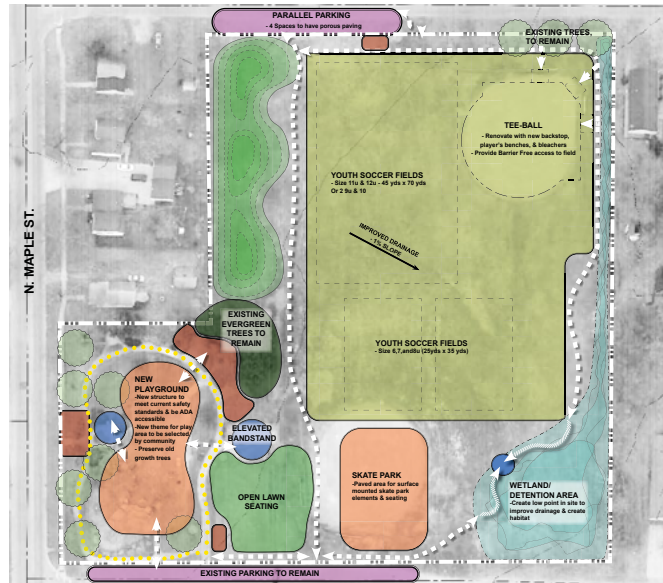
(269) 561-2444

## Project Highlights

Estimated Cost over \$2 Million to be constructed in multiple phases.

## Project Description

MCSA Group provided professional services to develop a comprehensive Master Plan for the 5.5 acre Paradise Park. This process included indepth inventory and analysis for the site and the development of multiple options. These plan options were presented to the community during an open house held at the park. After gathering feedback from the public and the city, a final Master Plan and illustration were prepared. MCSA Group also provided detailed/ itemized cost estimates. Following this process MCSA Group assisted the City with a MNTF Grant application for the construction of Phase I.



Functional Use Diagrams

# Project Experience - Paradise Park Master Plan





# The Barnum Project

Birmingham, Michigan

## Project Reference

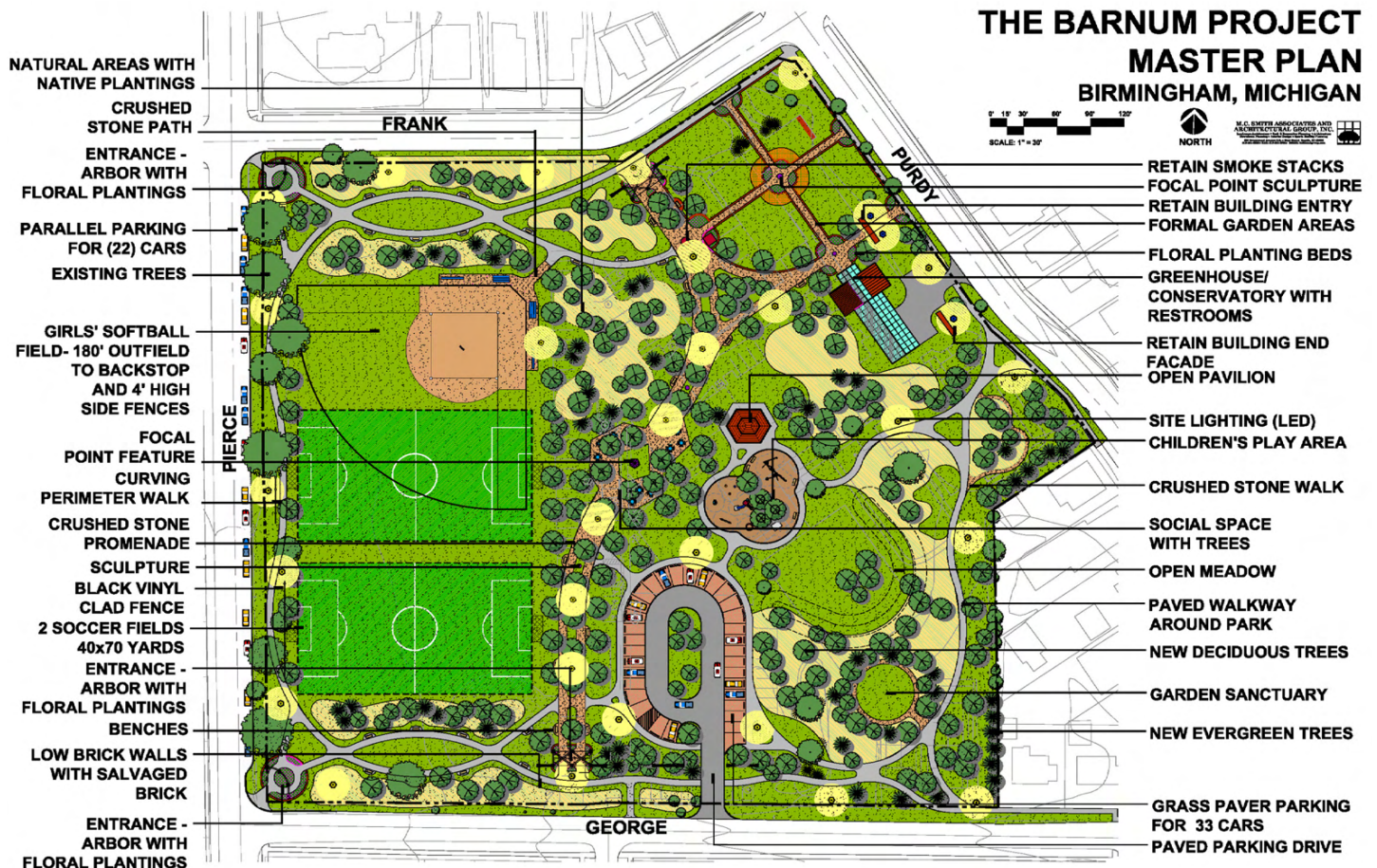
City of Birmingham  
 Ms. Lauren Wood  
 (248) 644-1807 ext 113

## Project Highlights

Construction Completed:  
 Construction Costs over \$1,500,000

## Project Description

MCSA Group provided a Comprehensive Master Plan for the 8-acre community park. Services included comprehensive community visioning workshops and consensus building for the master plan. Comprehensive construction documents and construction phase services were also included.



# Project Experience - The Barnum Project



# Victory Park

Canton, Michigan

## Project Reference

Canton Township

Mr. Jonathan LaFever, Leisure Services Deputy Director  
(734) 394-5460

## Project Highlights

Master Plan Completed in 2020

Township is currently applying for Grant assistance



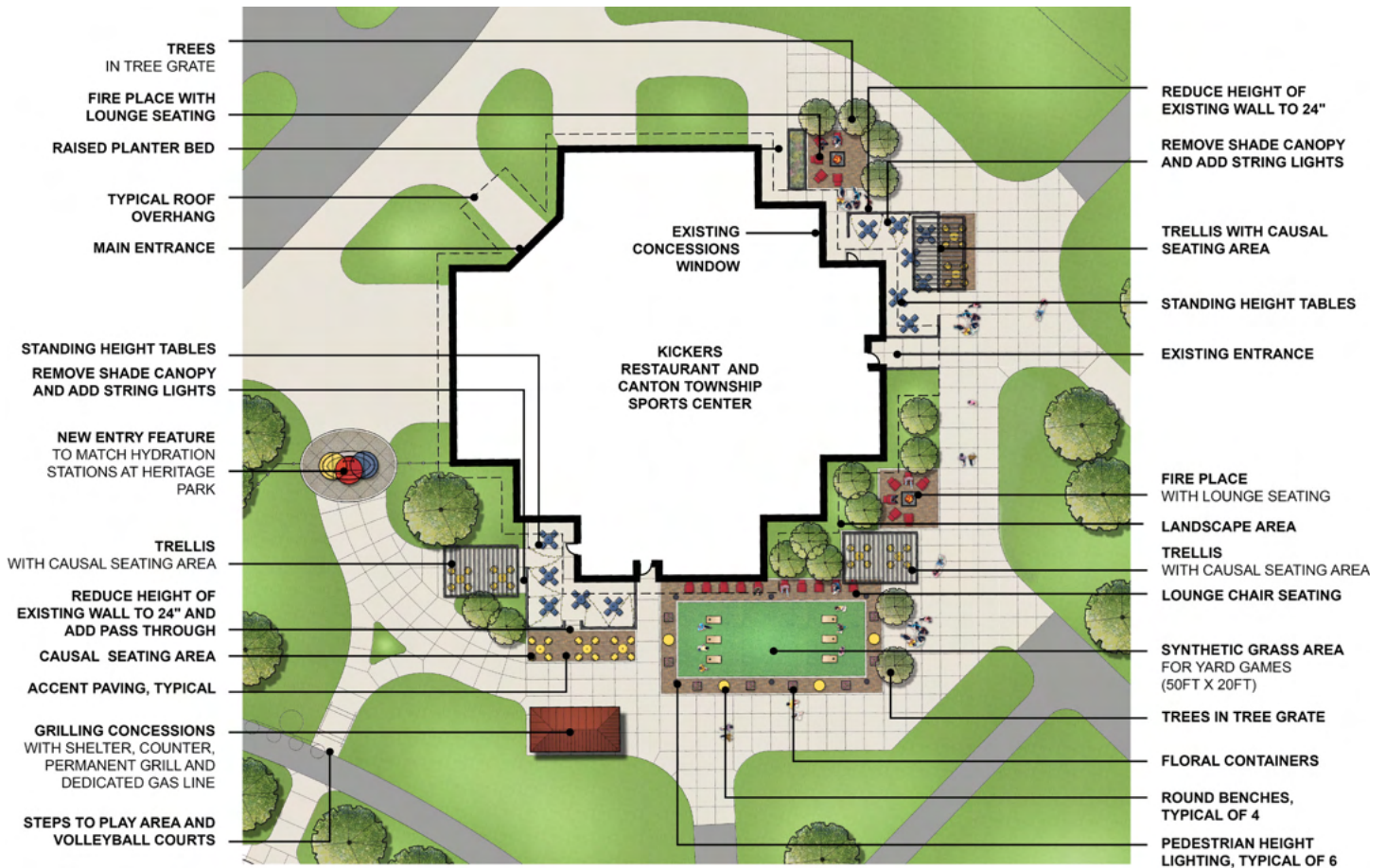
## Project Description

MCSA Group, Inc. provided Master Plan and cost estimating for Canton Township's Victory Park. The master plan has many objectives including creating a more inviting social space with a diversity of activities to increase visitor attendance to the Restaurant on non-tournament days. These improvements included updated seating areas, fire places, lawn area for yard games, and sand volley ball. Other park improvements focused on universal design included a miracle field and accessible playground. The township plans to apply for a grant to assist with the first phase of construction for this project.



Overall Site Plan

# Project Experience - Victory Park



Site Plan Enlargement





# West Side Park

Fennville, Michigan

## Project Reference

Allegan County Parks and Recreation  
 Ms. Brandy Gildea, Parks Manager  
 (269) 673-0378

## Project Highlights

Construction Completed: 2015  
 Construction Costs: \$400,000  
 Grant Funds: \$300,000

## Project Description

MCSA Group provided comprehensive professional services including Master Planning, Preparation of the grant application to the Michigan Natural Resources Trust Fund (MNRTF), and Engineering and Construction Administration services for this 11 acre park located on 630 feet of beautiful, sandy beach on the Lake Michigan shoreline. Park improvements included renovating the shelter and restroom building, a sunset/wedding gazebo, concrete circulation pathways, and a new parking area with drainage. Boardwalk ramps and stairs provide access through the dunes to Lake Michigan. Ramps include spacious landings/viewing areas with benches. When water levels are low, seasonal pathways provide direct barrier free access to the beach.







# Stuarts Landing/Eaton Property

Marshall, Michigan

## Project Reference

City of Marshall

Mr. Thomas Tarkiewicz, City Manager

(269) 781-5183

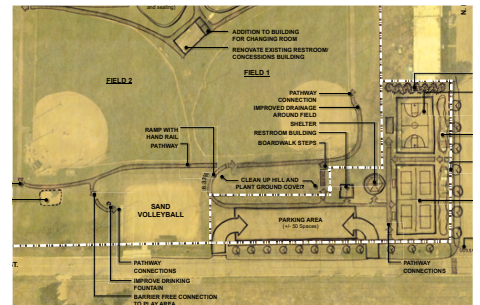
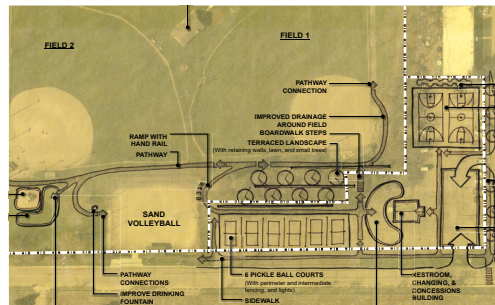
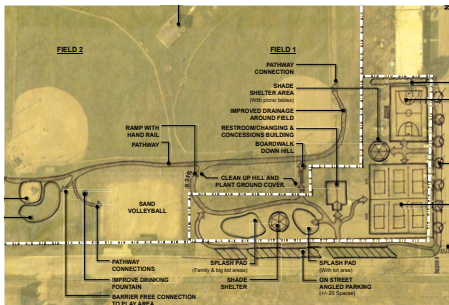
## Project Highlights

Stuarts Landing Estimated Costs: \$910,000

Eaton Property Estimated Costs: \$3,130,000

## Project Description

MCSA Group provided professional services to develop comprehensive Master Plans for Stuarts Landing and Eaton Property. MCSA Group followed the traditional Master Planning process including inventory and analysis, synthesis, and final Master Plan with cost estimate.



# Project Experience - Stuarts Landing/Eaton Property



Stuarts Landing Existing Conditions



Stuarts Landing Master Plan



# Rosewood Park

Georgetown Township, Michigan

## Project Reference

Georgetown Charter Township  
 Mr. Don Carlton, Manager  
 (616) 457-2340 ext. 225

## Project Highlights

Construction Completed: 2016  
 Construction Costs over \$1,000,000

## Project Description

MCSA Group provided Comprehensive Services including Master Planning, Construction Documents, and Construction Administration Services for Rosewood Park. Improvements included a spray park, expanded play area, a group picnic shelter with tables and grills, sledding hill renovation, an all seasons restroom building with concessions, parking and access improvements.



## Project Experience - Rosewood Park





# Huizenga Park Master Plan

Zeeland, Michigan

## Project Reference

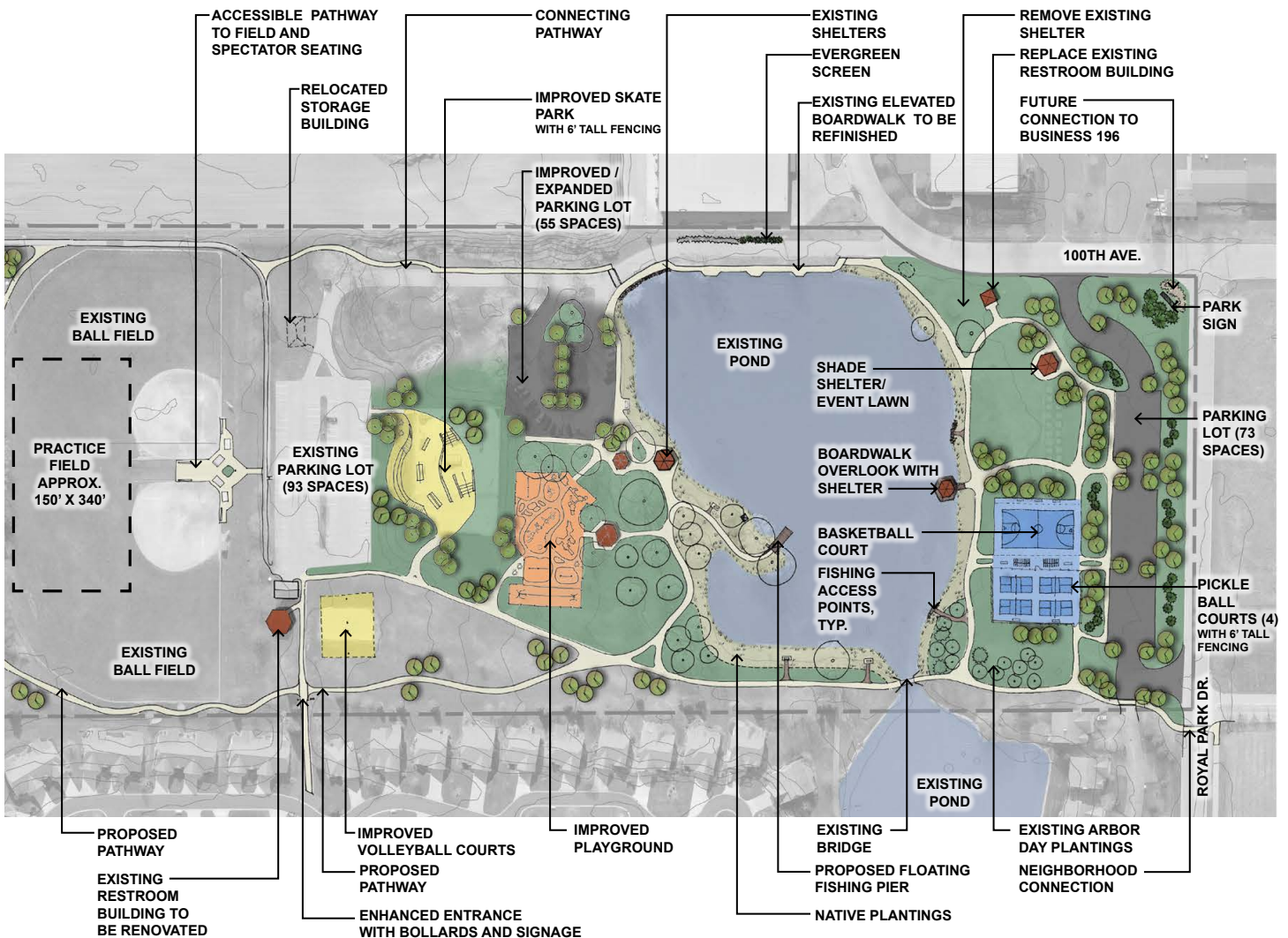
City of Zeeland  
 Mr. Scott Niehuis, Parks Supervisor  
 (616) 772-0870

## Project Highlights

Construction Completed:  
 Construction Costs over \$500,000

## Project Description

MCSA Group provided the City of Zeeland with Comprehensive Master Planning, Construction Documents, and Construction Administration Services. A comprehensive CPSI inspection of the safety and maintenance issues of existing LEATHERS Playground was also completed by MCSA Group.



# Project Experience - Huizenga Park Master Plan



# Oriole Park

Wyoming, Michigan

## Project Reference

City of Wyoming  
 Ms. Rebecca Rynbrandt, Director  
 (616) 261-3520

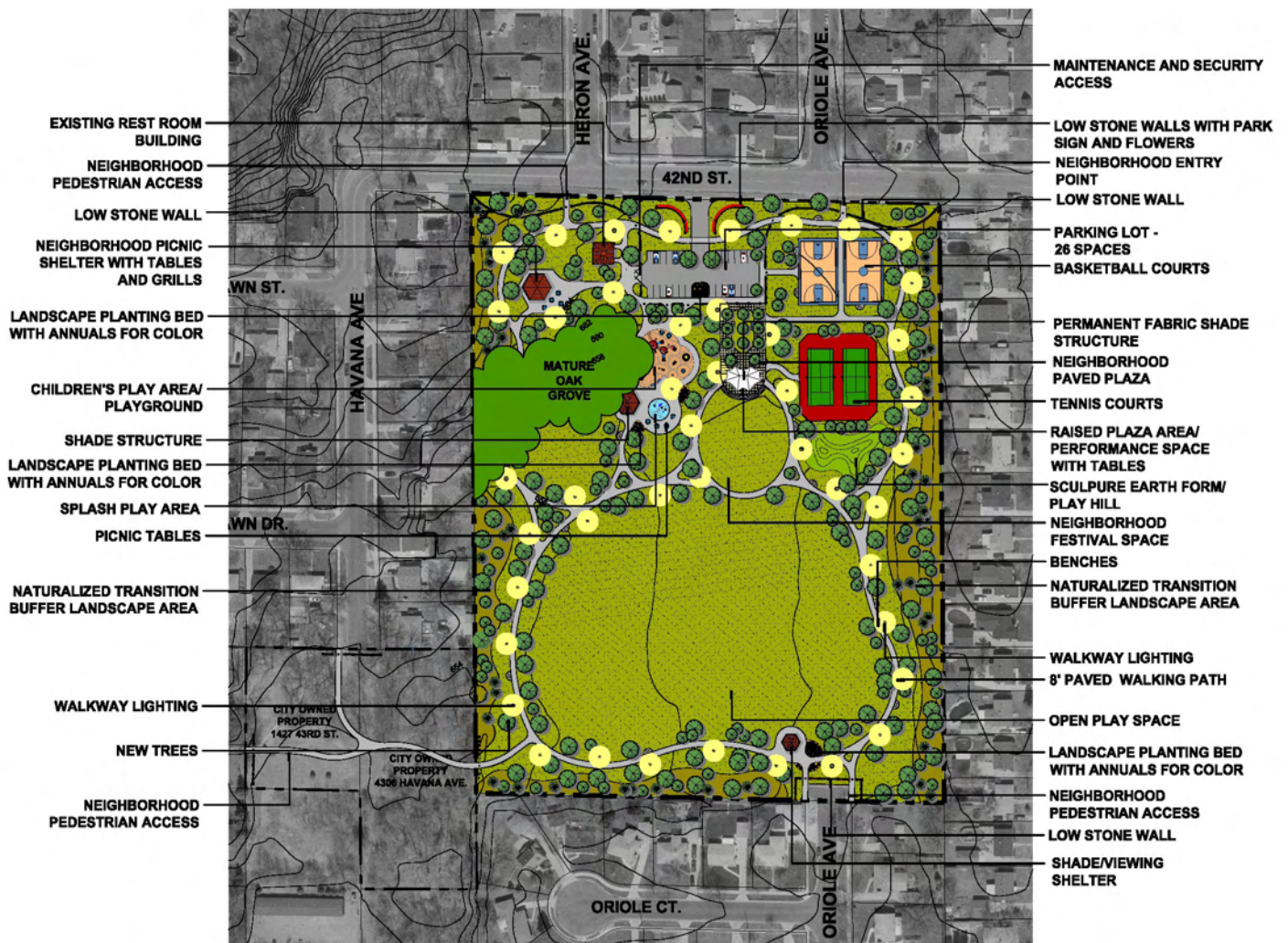
## Project Highlights

Construction Completed:  
 Phase One Construction Costs: \$670,000  
 Total Project Cost: \$1,900,000  
 Grant Funds: \$378,900 (MNRTF)



## Project Description

MCSA Group provided comprehensive Master Planning for this neighborhood park involving community visioning workshop sessions developing community facilities with an emphasis on diversity, universal accessibility and multiple uses. Complete construction documents, bidding and construction administration were also provided. Oriole Park received both MNRTF Grant and Access to Recreation funding totaling over \$800,000.



## Project Experience - Oriole Park





# Ferrand Park

## Wyoming, Michigan

### Project Reference

City of Wyoming  
 Ms. Rebecca Rynbrandt, Director  
 (616) 261-3520

### Project Highlights

Construction Completed: 2018  
 Construction Costs: \$356,847

## Project Description

MCSA Group provided comprehensive services including Master Plans, Cost Estimates, Engineering, and Construction Administration. Ferrand Park is unique in that the deed prohibited any tree removal from the site, so all improvements were made having all trees. Improvements included a shade shelter, playground, crushed stone and concrete walking paths, and decorative columns. Extensive ground cover planting under the shade canopy was also part of the improvements.



## Project Experience - Ferrand Park





# Jackson Park

## Wyoming, Michigan

### Project Reference

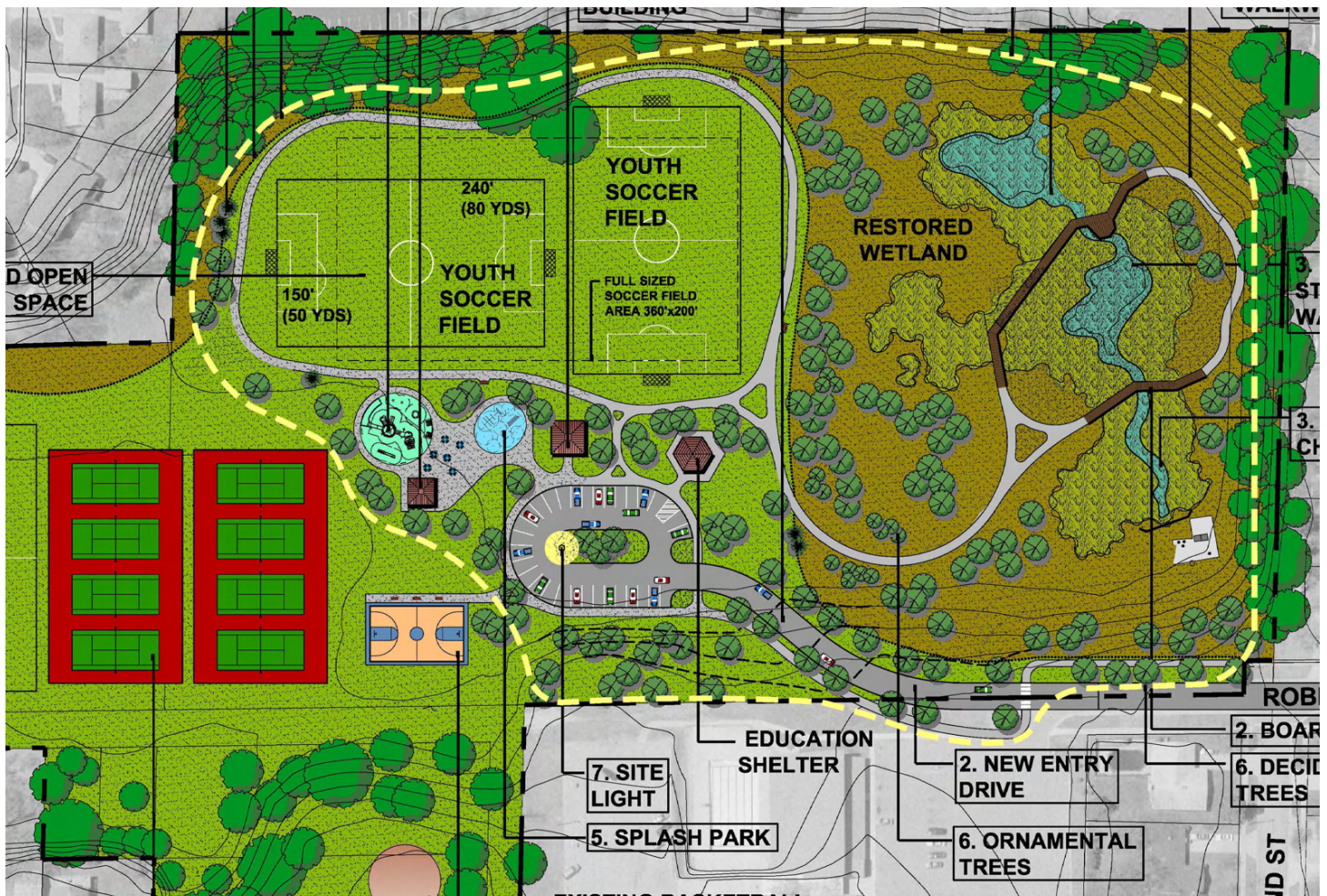
City of Wyoming  
Ms. Rebecca Rynbrandt, Director  
(616) 261-3520

### Project Highlights

Construction Completed: 2021  
Construction Costs: \$1.35M

## Project Description

MCSA Group provided comprehensive Master Planning for this neighborhood park involving community visioning workshop sessions developing community facilities with an emphasis on diversity, universal accessibility and multiple uses. Complete construction documents, bidding and construction administration were also provided.



# Project Experience - Jackson Park



# Project Experience - Jackson Park



**PROFESSIONAL SERVICES CONTRACT**  
CITY OF WYOMING, MICHIGAN

This Contract is made as of the Effective Date between the City and the Professional.

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28<sup>th</sup> Street SW, PO Box 905, Wyoming, MI 49509-0905.

Professional means: MCSA Group, Inc.  
[Name of contracting entity]  
A Corporation, Michigan  
[State and type of entity, e.g., corporation, limited liability company, etc.]  
529 Greenwood Ave SE  
[Professional's street address]  
East Grand Rapids MI 49506  
[Professional's city, state & zip]

Professional's personnel means Professional's directors, members, partners, officers, employees, contractors, consultants, agents and representatives and any other individuals or entities Professional engages to provide services under the Contract.

Deliverables means the work products of Professional's services as detailed in the Proposal, such as plans, specifications, bid documents, estimates, reports, opinions, recommendations, pleadings, and legal documents, real estate documents, etc.

Effective Date means: \_\_\_\_\_, 2021.

Goods means any parts, equipment, supplies, materials, or other items or services the City is acquiring from Professional as itemized or stated in the Proposal.

Proposal means Professional's proposal attached as Exhibit B.

Services means the services described and specified in the Proposal.

Standard Terms means the attached 2-page Exhibit A entitled "City Contract Standard Terms and Conditions."

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Contract, the parties agree:

1. Professional will perform the Services and provide the deliverables as detailed in the Proposal.
2. City will pay the Professional in accordance with the Proposal.
3. Professional represents and warrants, except for those specifically waived or modified in this paragraph, Professional is complying with and will comply with the Standard Terms. Waived or modified conditions are as follows:

MARQUETTE PARK MASTER PLAN

[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None."]

4. This is the only agreement between the parties regarding City's engagement of Professional to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Professional.

City and Professional have signed this Contract as of the Effective Date.

**City of Wyoming**

By: \_\_\_\_\_  
Jack A. Poll, Mayor

By: \_\_\_\_\_  
Kelli A. VandenBerg, City Clerk

Date signed: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Scott G. Smith, City Attorney

**Contractor**

By:  \_\_\_\_\_  
Signature for Contractor

Tiffany Smith, President  
Printed Name & Title of Person Signing

Date signed: 7-5-21

**EXHIBIT A**

**CITY CONTRACT STANDARD TERMS AND CONDITIONS**

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.

2. **Legal Compliance.** Professional will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts.

3. **Grant Compliance.** Professional represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Professional has reviewed and will comply with all applicable grant agreement terms and conditions.

5. **Qualifications.** Professional represents and promises that:

A. Professional has and will maintain, and Professional's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.

B. Neither Professional nor any of Professional's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default..

C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (**HUD**), federal and/or state funded project, Professional and Professional's personnel are not listed on HUD's list of debarred and suspended participants.

D. Professional and Professional's personnel are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.

E. Neither Professional nor Professional's personnel is an "Iran linked business" under Michigan's Iran Economic Sanctions Act.

6. **Nondiscrimination and Respect.** City is committed to equity, fairness, impartiality, courtesy, respect and nondiscrimination in all programs, benefits, and actions, including in its contracts and any activities that Professional, Professional's personnel, contractors engage in for or on behalf of City. Accordingly:

A. Professional and Professional's personnel in (i) employment actions, (ii) solicitation, bidding or contracts with subcontractors or consultants, or (iii) solicitation, bidding or contracts for materials, will not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law that is unrelated to the employee's or applicant's ability to perform the duties of a job or position. For purposes of this section, "sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth or

conditions related to pregnancy or childbirth. Professional and Professional's personnel will comply with applicable state and federal laws, rules, regulations, orders, and other requirements regarding discrimination and inclusion, including, for example, Title VI of the federal Civil Rights Act of 1964, Michigan's Elliott-Larsen Civil Rights Act, Michigan's Persons with Disabilities Civil Rights Act, the federal Age Discrimination Act of 1975, and §504 of the federal Rehabilitation Act of 1973, together with rules, regulations, orders, directives and guidance issued pursuant to those statutes.

1. Professional will, in solicitations or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will be considered for employment without regard to race, color, religion, height, weight, marital status, sex, age, national origin, or disability unrelated to a person's ability to perform the duties of a particular job or position.

2. Professional will send to each labor union or representative of workers with which Professional has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Professional's commitments under this section and will post copies of that notice in conspicuous places available to employees and applicants for employment under this Contract.

B. If Professional or Professional's personnel will, as part of its Services, be engaging for or on behalf of City with others, Professional will ensure that engagement (i) treats all individuals with fairness, equity, impartiality, courtesy and respect, and in a manner that does not discriminate based on race, color, religion, national origin, age, sex, height, weight, marital status, familial status, mental or physical disability, genetic information, or any other reason prohibited by law, and (ii) if that engagement includes communications with individuals with limited English proficiency (*i.e.*, those who speak English less than very well), it will use language assistance services for oral and written communications. Language assistance services in accordance with City's Limited English Proficiency Plan (part of City's Nondiscrimination Plan at <https://www.wyomingmi.gov>) will comply with this requirement.

C. Noncompliance with this section is a material breach of this Contract that can result in (i) withholding payments to Professional until Professional complies, (ii) Contract cancellation, termination, or suspension, in whole or in part, and/or (iii) Professional's ineligibility to bid on or enter future contracts with City.

D. Professional will retain and, upon City's request, provide copies of all information and reports required by all laws, rules, regulations, orders, directives and guidance referred to in this section as determined by City or a state or federal agency to be pertinent to ascertain Professional's compliance. If requested information is exclusively possessed by another who fails or refuses to furnish it, Professional will so certify to City.

E. Professional must include the requirements of paragraphs A through D in all subcontracts, consultant contracts, and material procurement and equipment leasing documents, directly or indirectly related to this Contract, and any other Professional activities that HUD or the United States Department of Justice determine are needed to comply with this section. Professional must take such action with respect to any subcontractor, consultant, material supplier, or equipment lessor as City deems

reasonably necessary to enforce compliance with this section including sanctions for noncompliance.

7. Ethical Standards. Professional and Professional's personnel have not engaged in and will refrain from: (i) holding or acquiring an interest conflicting with this Contract; (ii) engaging in any act creating an appearance of impropriety with respect to the award or performance of this Contract; (iii) attempting or appearing to influence a City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than Professional's personnel, any consideration contingent upon the award of this Contract. None of Professional's personnel is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or other City officer or City board/commission member of the City except as already disclosed in writing to City. Professional will promptly inform City of any change in this circumstance.

8. Media Releases. Media releases (including promotional literature and commercial ads) pertaining to this Contract or the project to which it relates must not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.

9. W-9. Before beginning work Professional will e-mail to [accountspayable@wyomingmi.gov](mailto:accountspayable@wyomingmi.gov) a completed an IRS W-9 form.

10. Intellectual Property. Professional guarantees the sale or use of software, copies, records, or other intellectual property provided or used to perform the Services and all deliverables will not infringe any copyright, patent, trademark or other intellectual property rights. Professional will, without expense to City, defend all actions against City or City's officers or employees for any alleged infringement of any intellectual property rights by reason of their use as in conjunction with this Contract and will pay all costs, damages, and profits recoverable in any such action.

11. Taxes. City is generally exempt from federal and state taxes and a copy of supporting documents can be requested by contacting City's Finance Department.

12. Professional Responsibility. Unless the Proposal provides a higher standard of care, Professional will perform Professional's services under the City Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.

13. Risk Allocation. Professional is solely responsible for (i) means and methods of the Services, (ii) the conduct of Professional's personnel, and (iii) injuries or property damage occurring as a result of the Services. Professional will hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to City) against all claims made by persons other than City as a result of the Services. Professional will reimburse City for or pay in City's stead costs City may incur as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against City or City's officers or employees as a result of the Services.

14. Insurance. Professional must obtain and maintain the following insurance:

<b>COMMERCIAL GENERAL LIABILITY</b>
Minimal Limits: \$1,000,000 Each Occurrence, \$1,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Coverage must include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Professionals; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable.
<b>AUTOMOBILE LIABILITY INSURANCE</b>

Minimal Limits (hired and non-owned automobile coverage): \$1,000,000 per person     \$1,000,000 per occurrence
<b>WORKERS' DISABILITY COMPENSATION</b>
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
<b>EXCESS/UMBRELLA INSURANCE</b>
Required liability limits may be obtained using an Excess-Umbrella Liability policy in addition to primary liability policy(ies). If Excess and/or Umbrella policy to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
<b>PROFESSIONAL LIABILITY INSURANCE</b>
Professional liability insurance shall be in a minimum amount of the greater of \$250,000 or the amounts to be paid Professional for services under the City Contract.
<b>ADDITIONAL INSURED</b>
If this Contract is for more than \$5,000, General Commercial Liability, Automobile Liability and Excess/Umbrella Liability insurance shall include an endorsement stating the following are Additional Insureds: City and City's officers, employees, volunteers, agents, boards, and commissions. Coverage is to be primary and any City insurance will be secondary and/or excess.

Upon City request, Professional will provide to City's Purchasing Department copies of certificates of insurance, policies and endorsements.

15. Records. City must retain, be able to obtain, and/or audit records related to City contracts. Professional will retain copies of all records related to this Contract and the Services for at least 7 years after completion of this Contract. Professional will, upon City's request, allow inspection, auditing, and copying of all retained records.

16. Assignment/Beneficiaries. Unless this Contract states otherwise, (i) none of Professional's rights or duties may be assigned or delegated without City's prior written consent and (ii) no other individuals or entities are intended to be beneficiaries of this Contract.

17. Independent Contractor. Professional is wholly independent of City. None of Professional's personnel shall be or be represented to be City officers or employees. Professional is solely responsible for acts, omissions, and statements of Professional's personnel. Professional is solely responsible for any compensation and benefits to be provided Professional's personnel for the Services. City has no responsibility to supervise, compensate or insure Professional or Professional's personnel.