

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JULY 3, 2023, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Pastor Cynthia Palmer, Grand Rapids First
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 19, 2023 Regular Meeting
- 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**
All items under this section are considered to be routine and will be enacted by one motion with no discussion. If discussion is desired by a Councilmember, that member may request removal from the Consent Agenda.
- 15) Resolutions**
 - a) To Amend the Administrative and Supervisory Employees Classification and Salary Schedule for the Senior Civil Engineer Position
 - b) To Approve Prein & Newhof Contract Amendments
 - c) To Authorize the Mayor and City Clerk to Execute the Michigan Department of Transportation’s Performance Resolution for Municipalities
- 16) Award of Bids, Contracts, Purchases, and Renewal of Bids and Contracts**
 - d) To Authorize Final Payment to Progressive AE for the Design and Construction

Administration Costs of the 54th Street, Clyde Park to US-131 (Meijer Access Drive) Project

- e) To Authorize the Payment of Professional Services Fees to the Children's Advocacy Center of Kent County
- f) To Authorize the Purchase of Fleet Vehicles and Equipment
- g) To Accept Quotations to Replace the 62A District Court Flooring
- h) To Accept a Proposal for Repairs of the Public Works Salt Dome Conveyor (Budget Amendment No. 1)
- i) For Award of Bids
 - 1. City Hall Space Design
 - 2. Veterans Park Brick Wall and Caps Restoration Project (Budget Amendment No. 2)
 - 3. Clean Water Plant Electrical Upgrade Project
 - 4. City Hall Canopy Addition Project (Budget Amendment No. 3)
 - 5. Electrical Supplies

17) Ordinances

18) Informational Material

19) Acknowledgment of Visitors

This public comment period is an opportunity to share concerns or present topics to the City Council that were not part of this meeting's agenda. This is not an opportunity for dialog with Council, but Council may make referrals or request staff to follow up. Please provide your name and address when approaching the podium. There is a 3 minute limit per person.

20) Closed Session (as necessary)

21) Adjournment

The City of Wyoming, including the City Council, is committed to ensuring all persons have access to all its programs, services, and activities, including any public meetings. The City Council will coordinate with city staff to ensure the City Council fulfills that commitment for its programs, services, and activities, including public meetings. Accommodations to enable virtual meeting attendance and participation can usually be made if a request is received at least 5 hours before the meeting time. Other accommodations may require more time.

Special Accommodations – Persons with impairments or disabilities needing accommodations to participate in the meeting or persons who need language interpretation services may contact the city clerk at either Clerk_info@wyomingmi.gov or 616.530.7296 at least 36 hours before the meeting to make arrangements for appropriate accommodation.

Acomodaciones Especiales – Personas que deseen asistir a esta reunión y necesitan acomodación para participar, como servicios de interpretación, deben comunicarse con la Oficina del Administrador de la Ciudad al 616.530.7296 o Clerk_info@wyomingmi.gov al menos 36 horas antes de la reunión para hacer arreglos para el alojamiento apropiado.

RESOLUTION NO. _____

RESOLUTION TO AMEND THE ADMINISTRATIVE AND SUPERVISORY
EMPLOYEES CLASSIFICATION AND SALARY SCHEDULE
FOR THE SENIOR CIVIL ENGINEER POSITION

WHEREAS:

1. On February 6, 2023, City Council approved the Administrative and Supervisory Association Employment Contract, which includes the Classification and Salary Schedule for the bargaining unit.
2. As detailed in the attached memorandum, it is recommended the Classification and Salary Schedule be updated for the Senior Civil Engineer position.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council approves amending the Administrative and Supervisory Association Classification Salary Schedule for the Senior Civil Engineer position and authorizes the City Manager to sign the Memorandum of Understanding.

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 3, 2023:

ATTACHMENTS:

Memorandum

Memorandum of Understanding

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

Memorandum

To: John Shay, City Manager
From: Myron Erickson, PE, Director of Public Works & Utilities
Date: June 6, 2023
Re: Senior Civil Engineer, Reclassification

We recently asked our colleagues in Human Resources for their assistance with a wage and compensation survey for our Senior Civil Engineering position. The results confirmed what we suspected, which is that our position is under-classified in the market. This position is currently classified at A34, which pays from \$84,884 to \$107,744 annually. It is recommended the position classification be changed to the A36 level of \$90,750, to \$115,024, which overlaps with A34 and is reflective of the market.

The Senior Civil Engineer is a critical position in our organization and is typically occupied by someone with the ability to assume the Assistant Director of PW-Engineering role. This position is currently occupied by Jeff Oonk, who has worked for Wyoming for a total of 18 years, and figures prominently in our succession plan for Russ Henckel, the current Assistant Director of PW-Engineering. Although he could make more outside of Wyoming, Jeff has shown great loyalty and an interest in filling the Assistant Director role when that day comes.

Other key positions in the Public Works and Utilities departments that are classified at A36 are the Utilities Maintenance Manager and the Laboratory Services Manager. Like the Senior Civil Engineer, both positions supervise people, manage technical programs, oversee relatively large budgets, and exercise great responsibility. The Manager positions are also used to train future utility plant Superintendents, which themselves are the equivalent in both classification and responsibility to the Assistant Directors in Public Works.

Our colleagues in Finance have estimated the financial impact of this move to be \$9,000. No budget amendment is needed for this change. Thank you for your consideration of this market adjustment, if you agree to move forward with the recommendation, I will work with Human Resources to place the item on a City Council Agenda.

MEMORANDUM OF UNDERSTANDING

RE: Senior Civil Engineer

Effective July 10, 2023, the City of Wyoming ("City") and the Wyoming Administrative and Supervisory Employees Association ("Association") agree that the position of Senior Civil Engineer is placed at the A36 range of the Classification and Salary Schedule.

CITY OF WYOMING

WYOMING ADMINISTRATIVE AND
SUPERVISORY EMPLOYEES ASSOCIATION

By: _____
Its: City Manager

By:  _____
Its: President

Date: _____

Date: 6/20/2023

RESOLUTION NO. _____

RESOLUTION TO APPROVE PREIN & NEWHOF CONTRACT AMENDMENTS

WHEREAS:

1. The city has a longstanding working relationship with Prein & Newhof among which are professional services contracts related to the city's water system and related to street projects.
2. When reviewing a proposed new contract, Prein & Newhof's legal counsel, in consultation with its insurance carrier, proposed changes to clarify certain provisions.
3. City staff, including the city attorney and public works director, are amenable to the proposed changes, believing them to be mutually beneficial.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Amendments in the city's current contracts with Prein & Newhof to address risk allocation and liability are approved to substitute the following language and the Mayor and City Clerk are authorized and directed to sign those amendments in a form approved by the city attorney.
 12. Professional Responsibility: Limitation of Liability.
 - A. Professional will perform Professional's services under this Contract consistent with the standard of practice and care of other, similar professionals performing similar services in Michigan.
 - B. To the extent not prohibited by law, the total amount of professional liability of Professional or Professional's personnel to City and City's officers and employees, whether sounding in tort, contract, administrative law, or other action, whether legal or equitable, shall be City's actual damages but only to the degree of the fault of Professional or Professional's personnel, not to exceed the greater of the total fees paid to Professional under this Contract or the amount of insurance available under the professional liability insurance provisions of this Contract.
 13. Risk Allocation. Professional is solely responsible for the conduct of Professional's personnel.
 - A. Professional will, to the degree of the fault of Professional or Professional's personnel, indemnify City and City's officers for all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel but only for those claims that are not claims for professional liability.
 - B. Professional will, to the degree of the fault of Professional's personnel, defend City and City's officers for all claims made by persons other than City or City's officers (third party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability, but only to the extent covered by Professional's commercial general liability insurance.
 - C. Nothing in this Agreement limits or is intended to limit Professional's liability for bodily injury or property damage to the City's officers or employees or property (first party claims) that arise from the acts or omissions of Professional or Professional's personnel that are not claims for professional liability.
 14. Insurance
Professional liability insurance shall be in a minimum amount of \$3,000,000.
2. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on July 3, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: June 27, 2023
Subject: Professional Services Contract Amendments
From: Scott Smith, City Attorney
Meeting Date: July 3, 2023

RECOMMENDATION:

Adopt the Resolution Approving Amendments to Prein & Newhof Contracts.

COMMUNITY, SAFETY, STEWARDSHIP:

Community – Community requires public improvements designed by professional engineers pursuant to contracts that allocate risks in a manner compliant with applicable law and consistent with insurance available to those engineering firms.

Safety – The city needs the services of engineering firms to provide safe infrastructure.

Stewardship – Professional service contracts that equitably allocate risk and liability enhance stewardship of city financial resources.

DISCUSSION:

Prein & Newhof is a local civil engineering firm that has provided design and construction engineering services for many city projects including water system and road projects. During discussions about a new professional services contract, Prein & Newhof's legal counsel after consulting with Prein & Newhof's insurance carrier, requested clarifying changes to our standard professional liability, risk allocation, and insurance provisions. They said this would better ensure insurance coverage of claims and more clearly comply with applicable law.

Professional services contracts need to address two kinds of liability. Professional liability arises from professional malpractice. For engineers, this may be poor design services or poor construction engineering (sometimes referred to as construction inspection) services. General liability can arise from negligence (*e.g.*, one of its staff backs a vehicle into someone or something) or intentional acts (*e.g.*, one of its staff punches someone).

After many communications, we agreed upon language that is mutually satisfactory and wish to also amend existing Prein & Newhof contracts to incorporate that language. We will also modify our standard professional services contract form to incorporate the concepts in these provisions.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO
EXCECUTE THE MICHIGAN DEPARTMENT OF TRANSPORTATION'S
PERFORMANCE RESOLUTION FOR MUNICIPALITIES

WHEREAS:

1. The City of Wyoming must periodically construct, operate, use and/or maintain utilities or other facilities or to conduct other activities on, over and under State highway right-of-way within the City limits.
2. The City of Wyoming annually applies for a permit with the Michigan Department of Transportation to perform these various operations within State highway right-of-way.
3. The Michigan Department of Transportation requires the attached Performance Resolution for Governmental Agencies for purposes of issuing individual permits for use of State highway right-of-way.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached Performance Resolution for Governmental Agencies with the Michigan Department of Transportation.

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 3, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
MDOT Resolution

Resolution No. _____

STAFF REPORT

Date: June 27, 2023

Subject: MDOT Performance Resolution for Municipalities

From: Russ Henckel, Assistant Director of Public Works/Engineering

Meeting Date: July 3, 2023

RECOMMENDATION:

Staff recommends City Council approve Performance Resolution for Municipalities outlining permit obligations when working within State Highway right-of-way.

COMMUNITY, SAFETY, STEWARDSHIP:

The City of Wyoming must periodically construct, operate, or maintain utilities or other facilities or conduct other activities on, over and under State highway right-of-way in order to safely operate and maintain City infrastructure.

DISCUSSION:

The Michigan Department of Transportation (MDOT) requires municipalities to apply for annual permits to work within State highway right-of-way. As a part of the annual permit, MDOT requires each municipality to approve the attached Performance Resolution for Municipalities which outlines various obligations when working within the State right-of-way. MDOT has updated the form with some minor changes from the previous 2017 Resolution. Approval of the Performance Resolution for Municipalities will allow the City of Wyoming to remain in compliance with MDOT for work within State right-of-way.

BUDGET IMPACT:

None.

PERFORMANCE RESOLUTION FOR MUNICIPALITIES

This Performance Resolution (Resolution) is required by the Michigan Department of Transportation for purposes of issuing to a Municipality an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

RESOLVED WHEREAS, the City of Wyoming
(County, City, Village, Township, etc.)

hereinafter referred to as the "MUNICIPALITY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the MUNICIPALITY agrees that:

1. Each party to this *Resolution* shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this *Resolution*, as provided by law. This *Resolution* is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the MUNICIPALITY is performed by a contractor, the MUNICIPALITY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the MUNICIPALITY Failure of the MUNICIPALITY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the MUNICIPALITY by a contractor or subcontractor will be solely as a contractor for the MUNICIPALITY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the MUNICIPALITY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the MUNICIPALITY.
4. The MUNICIPALITY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
5. The MUNICIPALITY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the MUNICIPALITY'S facilities according to a PERMIT issued by the DEPARTMENT.

- 6. With respect to any activities authorized by a PERMIT, when the MUNICIPALITY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
- 7. The incorporation by the DEPARTMENT of this *Resolution* as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
- 8. This *Resolution* shall continue in force from this date until cancelled by the MUNICIPALITY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the MUNICIPALITY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the MUNICIPALITY.

Title and/or Name:

Assistant Director of Public Works

Senior Civil Engineer, Public Works Supervisor

Contracts & Procurement Supervisor, Office Specialist II

Traffic Safety Foreman

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the City Council

(Name of Board, etc.)

of the City of Wyoming

(Name of MUNICIPALITY)

of Kent County

(County)

at a regular

meeting held on the 3rd day

of July A.D. 2023.

Signed

Mayor

Title

Kent Vanderwood

Print Signed Name

Kelli VandenBerg, City Clerk

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE FINAL PAYMENT TO
PROGRESSIVE AE FOR THE DESIGN AND CONSTRUCTION ADMINISTRATION
COSTS OF THE 54TH STREET, CLYDE PARK TO US-131
(MEIJER ACCESS DRIVE) PROJECT

WHEREAS:

1. The City of Wyoming received funding from the Michigan Department of Transportation (MDOT) for the reconstruction of 54th Street from Clyde Park to US-131 including a new entrance into Meijer.
2. On December 20, 2021, per Resolution No. 27225, the City awarded a contract to Progressive AE to provide design and construction administration services for this project in the amount of \$85,600.
3. The project is now complete but additional coordination services were required for the Chic-fil-A drive entrance and sign adding an increase of \$6,841.25 to the original project total.
4. Funds are available in the Major Street Fund Account No. 202-441-46300-972.502.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes the final payment to Progressive AE in the amount of \$24,824.

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 3, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Invoice

Resolution No. _____

STAFF REPORT

Date: June 28, 2023

Subject: Progressive AE Final Payment – 54th Street, Clyde Park to U-131 (Meijer Access Drive) project

From: Russ Henckel, Assistant Director of Public Works - Engineering

Meeting Date: July 3, 2023

RECOMMENDATION:

It is recommended that the City Council authorize final payment to Progressive AE in the amount of \$24,824 for the design and construction administration services for the 54th Street Meijer Access Drive project.

COMMUNITY, SAFETY, STEWARDSHIP:

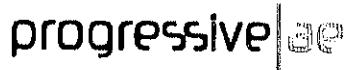
The project will improve progression of vehicles along the 54th Street corridor and reduce delays west of US-131 by Meijer. The improvements will reduce pollution and vehicular delay and will improve safety and access to local businesses.

DISCUSSION:

The current Grand Valley Metro Council area Transportation Improvement Plan (TIP), awarded the City of Wyoming funding for the reconstruction of 54th Street from Clyde Park Avenue to US-131, including constructing a new entrance drive into Meijer. The new access drive and reconfiguration of 54th Street improves efficiency and safety for vehicles in the area. As a part of the construction, Chic-fil-A required modifications to their drive entrance and sign, requiring additional design services from Progressive AE. The additional services totaled \$6,841.25 and can be financed from the project account.

BUDGET IMPACT:

Sufficient funds are available in the Major Street Fund Account No. 202-441-46300-972.502.



Mr. Russ Henckel
 City of Wyoming
 Wyoming City Hall
 1155 - 28th Street SW
 P.O. Box 905
 Wyoming, MI 49509

June 7, 2023
 Project No: 71740012.0
 Invoice No: 00193352
 Customer PO: 2022-00000360

Project 71740012.0 Wyoming - 54th Street

Email Invoice: AP@wyomingmi.gov

Professional Services through May 26, 2023
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Traffic Analysis	7,900.00	100.00	7,900.00	7,900.00	0.00
Design Engineering	115,100.00	100.00	115,100.00	115,100.00	0.00
Construction Administration (Hourly Est)	85,600.00	100.00	85,600.00	60,776.00	24,824.00
Total Fee	208,600.00		208,600.00	183,776.00	24,824.00
Total Fee					24,824.00
Total this Invoice					<u>\$24,824.00</u>

STANDARD PAYMENT TERMS: Invoices are due upon receipt. Unpaid invoices shall bear interest at a rate of 1 percent per month if not paid within 30 days of the date of the invoice.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PAYMENT OF PROFESSIONAL SERVICES FEES
TO THE CHILDREN'S ADVOCACY CENTER OF KENT COUNTY

WHEREAS:

1. As detailed in the attached staff report, it is recommended the Department of Public Safety continue to partner with the Children's Advocacy Center of Kent County.
2. The Children's Advocacy Center of Kent County has provided an invoice in the amount of \$17,000 to continue this partnership.
3. It is recommended City Council accept the Children's Advocacy Center of Kent County Professional Services Agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes payment of \$17,000 to the Children's Advocacy Center of Kent County for their professional services.
2. The City Council authorizes the City Manager to sign the professional services agreement with the Children's Advocacy Center of Kent County.

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 3, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement

Resolution No. _____

STAFF REPORT

Date: June 19, 2023
Subject: Children's Advocacy Center Professional Service Agreement
From: Captain Timothy Pols
Meeting Date: July 3, 2023

RECOMMENDATION:

The Kent County Children's Advocacy Center (CAC), a major partner with us in the investigation of crimes against and witnessed by children, has requested our annual financial commitment of \$17,000. I respectfully recommend we authorize this payment, and that Council also authorize the City Manager to sign the professional service agreement with the CAC (attached).

COMMUNITY, SAFETY, STEWARDSHIP:

The CAC is a mission critical partner to us in protecting and bringing justice to child victims. Their role in aiding us in the pursuit of justice in these situations is hard to overstate. They ease the delivery of services to the most vulnerable in our community and are especially helpful when language, physical, and developmental obstacles are present. In short, they make serving those who need us most, easier. They also make us more efficient and effective as we do so.

After private donations and grant funding, the CAC is funded in part by financial commitments made by the law enforcement agencies who partner with them. I argue we could never create or duplicate this important service for an amount even close to \$17,000. Thus, this monetary commitment is an entirely appropriate and responsible use of taxpayer dollars.

DISCUSSION:

Leveraging our combined resources has allowed us to aggressively investigate and prosecute those who victimize children and to do so in a way that meets and often exceeds what is considered a best practice standard. Further, our partnership with them allows our victims to immediately access supportive services we could never provide without this partnership, such as therapy and other important needs.

The attached Professional Services Agreement further identifies the services provided by the CAC.

BUDGET IMPACT:

The funding of \$17,000 for this purchase is available through Police budget line: 101-305-30500-956.000. Thank you for your consideration.

Professional Services Agreement

THIS AGREEMENT is made as of July 1, 2023, between the CHILDREN'S ASSESSMENT CENTER d.b.a. CHILDREN'S ADVOCACY CENTER OF KENT COUNTY, a Michigan non-profit corporation, of 2855 Michigan Street NE, Grand Rapids, Michigan 49506, hereinafter referred to as "Center." and the CITY OF WYOMING, a Michigan Municipal Corporation having its principal place of business at 2300 DeHoop Ave, Wyoming, Michigan 49509, hereinafter referred to as the "City."

RECITAL

The Center provides a centralized and coordinated location and group of services that assists and supports children who are victims of sexual assaults, and at the same time, facilitates the investigation of these crimes so that the perpetrators can be successfully prosecuted. The City wishes to contract with the Center for these services and the assistance of the Center in conducting investigations into alleged sexual assaults with child victims.

TERMS AND CONDITIONS

The parties agree as follows:

1. Scope of Services. The Center shall provide services in connection with sexual complaints or allegations where there are child victims. These services shall include, but not be limited to, providing a single location for providing these services:
 - A. Children's Protective Services workers from the Department of Health and Human Services that handle child sexual abuse reports in Kent County.
 - B. Law enforcement detectives from the Grand Rapids Police Department, the Kent County Sheriff's Department, and the City of Wyoming Department of Public Safety that are specially trained in investigating child sexual abuse complaints;
 - C. A medical team of contracted, specially trained Sexual Assault Nurse Examiners through contract with the YWCA;
 - D. Counselors who provide crisis intervention, mental health evaluations, therapeutic support, and information and referral to individuals with a concern about possible sexual abuse of a child; and
 - E. Professionally trained forensic specialists who interview children to determine the validity and extent of child sexual abuse.

2. Contract Amount. In return for the services set out herein, the City shall annually pay the Center the amount of Seventeen thousand and No/100 Dollars (US) (\$17,000.00), the “Contract Amount.” The payment shall be made Net 30 days upon a written request by the Center to the City and shall be made from an appropriate City account. In the event that this Agreement shall be terminated by either party as provided herein before the end of the annual term of this Agreement, the Center agrees to repay to the City a pro-rata share of the Contract Amount proportionate to the share of the annual term which shall have passed as of the date of termination of this Agreement.
3. Term of Agreement. The term of this agreement shall be from July 1, 2023, through June 30, 2024, and shall automatically renew for the term of one (1) year on that later date, and on each succeeding July 1 unless modified or terminated in writing by the parties hereto.
4. Hold Harmless and Waiver of Indemnification. The Center agrees to indemnify, protect and hold harmless the City, the City’s officers, employees and /or agents from and against all liability, claims, demands, losses, damages, expenses and costs (including attorney’s fees), proximately resulting from the activities of Center officers, directors, employees, and agents. This shall include any indemnification claimed by the Center’s insurance carriers. The intent of this provision is that the Center shall be fully responsible for any and all injuries or damage resulting solely from the activities of the Center without any express or implied right of recourse to or indemnification from the City or any representative of the City. It is further the intent of this provision that the City shall be responsible for its own acts or omissions and that the Center shall not be responsible for those acts or omissions.
5. Termination. Either party may terminate this Contract only for just cause upon reasonable advance notice to the other party.
6. Compliance with Laws. The parties agree that they will comply with all applicable laws, rules, and regulations in the performance of this agreement.
7. Non-Discrimination and Affirmative Action. The parties agree not to discriminate against any employee or applicant for employment, to be employed in the performance of this agreement, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as material breach of this contract as provided for in Act 453 of the Public Acts of 1976, as amended, entitled “Michigan Civil Rights Act.” The parties further agree to require similar provision from any subcontractors.
8. Assignment. This agreement shall not assigned by either party without the prior written consent of the other party to this Agreement.

9. Integration and Amendment. This agreement is the whole agreement and may be amended only in writing executed by all parties.
10. Authority. The parties agree that the persons executing this Agreement below on behalf of each party have the requisite authority to enter into this Agreement and to thereby bind the respective party.


IN WITNESS WHEREOF, the parties have executed this agreement as of the date and year above first written.

CITY OF WYOMING, a Michigan Municipal Corporation

By: _____ Date _____
John Shay, City Manager

The Children's Assessment Center d.b.a. Children's Advocacy Center of Kent County,
a Michigan Non-Profit Corporation

By: Savator Selden-Johnson, MSW 6/22/2023
Savator Selden-Johnson, Date
Interim Executive Director

Approved as to form 
Scott G. Smith, City Attorney
Date: 6/26/2023

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
FLEET VEHICLES AND EQUIPMENT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of nineteen vehicles and other pieces of equipment to serve as either replacements or additions to the City of Wyoming fleet in the total estimated amount of \$1,338,090.82.
2. Funds are budgeted in account numbers 662-441-58500-985.000, 662-441-58500-987.000, and 101-305-31000.975.000

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of one Falcon asphalt patcher from Falcon manufacturing using the MiDeal contract in the total estimated amount of \$31,513.68.
2. The City Council authorizes the purchase of three new salt truck cab and chassis from West Michigan International using the Sourcewell contract, and outfitting/building of these trucks from Truck and Trailer Specialties using the MiDeal contract for a combined total estimated amount of \$878,443.05.
3. The City Council authorizes the purchase of six vehicles from LaFontaine Dodge using the MiDeal contract in the total estimated amount of \$235,936.00.
4. The City Council authorizes the purchase of six vehicles from Berger Chevrolet using the Oakland County contract in the total estimated amount of \$113,670.00.
5. The City Council authorizes the purchase of three John Deere Industrial Mowers from GreenMark Equipment using the MI Ag, Grounds, and Roadside purchasing contract in the total estimated amount of \$78,528.09.
6. 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 3, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT:
Staff Report

Resolution No. _____

STAFF REPORT

Date: June 20, 2023
Subject: Replacement Vehicles and Equipment for Fiscal Year 2024
From: Don Roest, Fleet Services Supervisor
Meeting Date: July 3, 2023

RECOMMENDATIONS:

It is recommended that the City Council authorize the purchase of 19 vehicles and other pieces of equipment utilizing various existing purchasing contracts, for a total of \$1,338,090.82, as outlined in detail below.

COMMUNITY, SAFETY, STEWARDSHIP:

The replacement of equipment and vehicles allows the city to continue to provide high quality service to all residents of the community. The replacement equipment and vehicles meet the latest environmental requirements and emission standards reducing the impact of emissions on the environment and decreasing fuel consumption. Additionally, utilizing cooperative purchasing agreements saves staff time and expense.

DISCUSSION:

Fleet Services utilizes cooperative purchasing agreements whenever possible to purchase vehicles and equipment. It is recommended that the City purchase one Falcon asphalt patcher from Falcon manufacturing using the State of Michigan MIDEAL contract # OZ03132023-09 in the amount of \$31,513.68; three new salt truck cab and chassis from West Michigan International using Sourcewell contract #060920-NVS, and outfitting/building of these trucks from Truck and Trailer Specialties using MiDeal contract #200000000034 for a combined amount of \$878,443.05; six vehicles from LaFontaine Dodge using the MiDeal contract# 071B7700183 in the amount of \$235,936.00; six vehicles from Berger Chevrolet using Oakland County contract #005218 in the amount of \$113,670.00; and three John Deere Industrial Mowers from GreenMark Equipment using MI Ag, Grounds, and Roadside purchasing contract #071B7700085 in the amount of \$78,528.09. The total vehicles and equipment investment for these items is \$1,338,090.14.

Currently there are delays in getting prices for some scheduled replacement vehicles and equipment due to supply constraints. Alternates considered have similar constraints. These include a F-250 with a plow and a F-150 for the Parks Department; a F-550 chassis for a water/sewer repair truck, a hydroseeder, and a concrete saw trailer for the Public Works Department; a Ford Ranger for the Engineering Department; and a Ford Escape for the Water Department. When pricing is available, staff will present these recommendations for approval to the City Council.

All City vehicles and equipment have a life expectancy based on age, service hours, or mileage, and those recommended for replacement have reached that point. Each year during budget development staff evaluate vehicles and equipment that meet these criteria, review maintenance records, and make recommendations to the departments regarding replacement. Each individual department is responsible for making the final replacement or new vehicle/equipment purchase determination.

The new and/or replacement vehicles and pieces of equipment being recommended for purchase are listed in the table under the Budget Impact statement.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Motor Pool Capital Outlay Accounts 662-441-58500-985.000 (vehicles), 662-441-58500-987.000 (equipment), and Detective Bureau Capital Outlay Account 101-305-31000.975.000

Fiscal Year 2024 Replacement Vehicle and Equipment List

Vehicle (Responsible Department)	In Service Date	Miles / Hours as of 6/20/23	Reason For Replacement	Purchase Price	Vendor
SUV (Fire Department Admin)					
C-2	1/28/2016	91139	Age	\$39,095.00	LAFONTAINE
C-94-1	1/28/2016	84759	Age	\$39,095.00	LAFONTAINE
HOT PATCHER (Public Works)					
600-002	7/1/2005	No hour meter	Age	\$31,513.00	FALCON Equipment
PLOW/SALT TRUCKS (Public Works)					
501-002	1/1/2011	60456 / 3680	Age	\$292,814.35	WMI / T&T SPECIALTIES
502-002	1/1/2011	73333 / 4460	Age	\$295,814.35	WMI / T&T SPECIALTIES
503-002	1/3/2011	43370 / 2827	Age	\$292,814.35	WMI / T&T SPECIALTIES
RAM 1500 TRUCK (Traffic)					
283-002	10/1/2013	57492	Age	\$40,836.00	LAFONTAINE
MOWERS (Parks)					
790-002	1/3/2016	876	Age	\$26,176.03	GREENMARK EQUIP
791-002	10/1/2014	1546	Age	\$26,176.03	GREENMARK EQUIP
793-002	1/3/2016	1299	Age	\$26,176.03	GREENMARK EQUIP
POLICE CRUISERS (Police)					
089-004	10/1/2018	98654	Age / Miles	\$38,970.00	LAFONTAINE
009-003 ADMIN	12/26/2018	82139	Age / Miles	\$38,970.00	LAFONTAINE
020-003	7/2/2018	96117	Age / Miles	\$38,970.00	LAFONTAINE
POLICE DETECTIVE (Police)					
109-002	9/15/2011	55085	Age / Miles	\$18,945.00	Berger Chevrolet
111-002	11/14/2012	60188	Age / Miles	\$18,945.00	Berger Chevrolet
120-002	10/31/2012	63183	Age / Miles	\$18,945.00	Berger Chevrolet
184-002	10/9/2013	88747	Age / Miles	\$18,945.00	Berger Chevrolet
186-002	10/1/2013	70000	Age / Miles	\$18,945.00	Berger Chevrolet
188-002	10/31/2013	68753	Age / Miles	\$18,945.00	Berger Chevrolet
TOTAL				\$1,338,090.14	

RESOLUTION NO. _____

RESOLUTION TO ACCEPT QUOTATIONS
TO REPLACE THE 62A DISTRICT COURT FLOORING

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept quotations from River City Flooring Inc. to replace the 62A District Court flooring using Sourcewell contract pricing in the total estimated amount of \$143,576.38.
2. It is further recommended City Council authorize 10% or \$14,357.64 for contingency.
3. Funds are available in account number 800-000-57300-975.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts quotations from River City Flooring Inc. to replace the 62A District Court flooring in the total estimated amount of \$143,576.38.
2. The City Council authorizes 10% or \$14,357.64 for contingency.
3. The City Council authorizes the Mayor and City Clerk to execute the contract.
4. The City Council authorizes the City Manager to approve and sign change orders that are within the contingency.
5. 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 3, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract
Quotations

Resolution No. _____

STAFF REPORT

Date: May 9, 2023

Subject: 62A District Court Flooring Replacement Project

From: Troy Rinks, Facilities Foreman

Meeting Date: July 3, 2023

RECOMMENDATION:

It is recommended that City Council quotations from River City Flooring Inc. to replace the 62A District Court flooring for \$143,576.38, plus 10% in contingencies, for an amount not to exceed \$158,000.00, using Sourcewell Contract #080819-TFU, and authorize the Mayor and City Clerk to execute the contract.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of flooring in our facilities 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 existing flooring in this project are 20 plus years old and are well beyond their useful life. Additionally, these areas were also recommended for replacement in during the recent facility asset management study.

DISCUSSION:

The flooring included in the project is approximately 14,000 square feet, with areas located on both the first and second floor of the court building. These areas include multiple court rooms, public lobbies, and work office spaces. Facilities staff worked with Court Administrator Chris Kittman on replacement locations, design, and installation recommendations for this flooring replacement project. A design recommendation and quotation were obtained from River City Flooring Inc., a local commercial flooring contractor with work history with the City of Wyoming. Products proposed can be purchased using the Sourcewell Contract #080819-TFU.

The estimated cost for the 62A District Court Flooring Replacement Project is \$143,576.38. Staff are also requesting approximately 10% in a contingency, for the total project not to exceed \$158,000, in the event of unforeseen issues that may arise as part of this project. Once approved by City Council, this project is forecasted to start in September and be completed before the start of 2024.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Capital Projects Revolving Fund, Capital Outlay Account #800-000-57300-975.000 for this work.

ATTACHMENTS:

Standard Terms and Conditions Contract

River City Flooring Inc. First Floor Quote

River City Flooring Inc. Second Floor Quote

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 City and Contractor.

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28th St SW, Wyoming, MI 49509.

Contractor means: River City Flooring, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
3307 Hudson Trails
[Contractor's street address]
Hudsonville, MI 49426
[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 6, 2023.

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: _____
Kent Vanderwood, Mayor

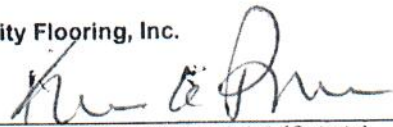
By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form: 

Scott G. Smith, City Attorney

River City Flooring, Inc.

By: 

(Signature officer, director or principal of Contractor)
Kevin G. Pasma, President
(Typed/Printed Name & Title of Person Signing for Contractor)

Date signed: 5/23, 2023

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. Unless otherwise approved by the City Purchasing Director or City Attorney, Contractor and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.
 - 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 City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:
 - A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting 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 other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.
 - B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, 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 all rules, regulations, orders, and guidance issued pursuant to those statutes.
 - C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated 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 any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Contractor must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
 - D. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
 - E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.
 - F. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.
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 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:

COMMERCIAL GENERAL LIABILITY
Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 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.

AUTOMOBILE LIABILITY INSURANCE
Minimal Limits (hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence
WORKERS' DISABILITY COMPENSATION
Minimal Limits: \$500,000 per occurrence Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.
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 to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).
ADDITIONAL INSURED
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

Job Name: City of Wyoming Courthouse - First Floor
Job Address: 1155 - 28th Street SW
Wyoming, MI 49509

Proposal

Owner:	City of Wyoming	Phone:	-
Address:	1155 - 28th Street SW	Fax:	-
	Wyoming, MI 49509	Cell:	616-292-8977
Attention:	Troy Rinks	Email:	troy.rinks@wyomingmi.gov

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from specifications below involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Kevin Pasma

Note: This proposal may be withdrawn by us if not accepted within 30 days.

We Propose to:

Furnish and install 6' Powerbond carpet style Spin-Off 11578, color Variform 39402, and 4.5" cove base, reducers, and stair nosings (color Burnt Umber) on the First Floor of the Wyoming Courthouse. Removal and disposal of existing carpet and base is included. Furniture moving is also included. See floor diagram for areas of installation.

Grand Total: \$54,641.82

Job Specific Qualifications:

- ◆ **Payment and Performance Bond cost is included**
- ◆ Minor floor prep included.
- ◆ For work performed at night or on weekends, there will be a 25-40% labor premium added to the cost.

General Qualifications:

- ◆ Material and labor will be invoiced upon completion. Payment is net 15 days.
- ◆ Unless otherwise noted, installation will be based on product lead times and first available install date.
- ◆ Based on the age of the building, it is unknown if asbestos tile or black (cut back) adhesive exists under the existing flooring. If asbestos appears to be present, removal is not included and testing, removal, and disposal needs to be complete by an Abatement contractor. If black adhesive is present there will be additional costs for mechanical removal and/or barrier coating.
- ◆ Unknown conditions underneath the existing flooring cannot be accounted for. Minor prep is included, however, if more extensive prep is required, this will be billed at \$60.00 per man-hour plus materials. Prep consists of filling in holes/cracks/undulations, smooth out the existing surfaces, and replacing existing floor patch if it's not
- ◆ As with all patterned carpet, a perfect pattern match at seams may not always be possible due to inherent characteristics of the manufacturing process and manufacture tolerances. Reasonable pattern match will be obtained by our trained, experienced professional installers. Exact pattern match cannot be guaranteed.

Thank you for the opportunity to quote this project. If any questions arise with regard to this proposal please contact me.

Respectfully submitted by River City Flooring,

Kevin Pasma
616-318-4949
kevinp@rcflooring.net

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. River City Flooring is hereby authorized to do the work as specified. Payment will be made upon completion, unless other arrangements have been approved.

Date of Acceptance _____

Signature _____

Please sign and return to River City Flooring



Flooring Design Studio
 3307 Hudson Trails
 Hudsonville, MI 49426
 o 616 896 6904 f 616 896 6905

Sourcewell Contract #080819-TFU

Job Name: City of Wyoming Courthouse - Second Floor
 Job Address: 1155 - 28th Street SW
Wyoming, MI 49509

Proposal

Owner:	City of Wyoming	Phone:	-
Address:	1155 - 28th Street SW	Fax:	-
	Wyoming, MI 49509	Cell:	616-292-8977
Attention:	Troy Rinks	Email:	troy.rinks@wyomingmi.gov

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from specifications below involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Kevin Pasma

Note: This proposal may be withdrawn by us if not accepted within 30 days.

We Propose to:

Furnish and install 6' Powerbond carpet style Spin-Off 11578, color Variform 39402, and 4.5" cove base and reducers (color Burnt Umber) on the Second Floor of the Wyoming Courthouse. Removal and disposal of existing carpet and base is included. Furniture moving is also included. See floor diagram for areas of installation.

Grand Total: \$88,934.56

Job Specific Qualifications:

- ◆ **Payment and Performance cost is included.**
- ◆ Minor floor prep included.
- ◆ For work performed at night or on weekends, there will be a 25-40% labor premium added to the cost.

General Qualifications:

- ◆ Material and labor will be invoiced upon completion. Payment is net 15 days.
- ◆ Unless otherwise noted, installation will be based on product lead times and first available install date.
- ◆ Based on the age of the building, it is unknown if asbestos tile or black (cut back) adhesive exists under the existing flooring. If asbestos appears to be present, removal is not included and testing, removal, and disposal needs to be complete by an Abatement contractor. If black adhesive is present there will be additional costs for mechanical removal and/or barrier coating.
- ◆ if more extensive prep is required, this will be billed at \$60.00 per man-hour plus materials. Prep consists of filling in holes/cracks/undulations, smooth out the existing surfaces, and replacing existing floor patch if it's not adhered.
- ◆ As with all patterned carpet, a perfect pattern match at seams may not always be possible due to inherent characteristics of the manufacturing process and manufacture tolerances. Reasonable pattern match will be obtained by our trained, experienced professional installers. Exact pattern match cannot be guaranteed.

Thank you for the opportunity to quote this project. If any questions arise with regard to this proposal please contact me.

Respectfully submitted by River City Flooring,

Kevin Pasma
 616-318-4949
 kevinp@rcflooring.net

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. River City Flooring is hereby authorized to do the work as specified. Payment will be made upon completion, unless other arrangements have been approved.

Date of Acceptance _____

Signature _____

Please sign and return to River City Flooring

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR REPAIRS
OF THE PUBLIC WORKS SALT DOME CONVEYER

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Constructive Sheet Metal Inc. for repairs of the Public Works salt dome conveyer in the total estimated amount of \$37,706.00.
2. Funds are available in account number 661-441-58300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Constructive Sheet Metal Inc. for repairs of the Public Works salt dome conveyer in the total estimated amount of \$37,706.00.
2. The City Council authorizes the Mayor and City Clerk to execute the contract.
3. 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 3, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Staff Report
Contract

Resolution No. _____

STAFF REPORT

Date: June 22, 2023
Subject: Salt Dome Conveyor Repair at Public Works
From: Troy Rinks, Facilities Maintenance Foreman
Date of Meeting: July 3, 2023

RECOMMENDATION:

It is recommended the City Council accept a proposal for repairs on the existing Public Works salt dome conveyor by Constructive Sheet Metal Inc. for a price of \$37,706.00, approve the associated budget amendment, and authorize the Mayor and Clerk to sign the contract.

COMMUNITY, SAFETY, STEWARDSHIP:

The salt conveyor system is a critical component of winter street maintenance, transferring delivered road salt to the inside of the salt dome into a controlled environment that limits spoilage. Additionally, inside storage is important in maintaining compliance with environmental regulations.

DISCUSSION:

The salt dome and conveyor system at the Public Works site were constructed in 1998. The existing conveyor is used to transfer semi loads of salt that are delivered up into the salt dome for efficient inside storage. The conveyor system transfers approximately 4,000 tons of salt annually.

In March of this year, the conveyor quit working and a temporary repair was not possible. Facility staff sought proposals from 5 local companies for the needed repairs. Based on the customization, complexity, condition (excessive corrosion from conveying thousands of tons of salt), and environment of the existing conveyor, only 2 companies had interest in giving proposals. Facility staff individually met with both contractors to ensure equal understanding of the project. Both contractors submitted a proposal and are as follows:

Constructive Sheet Metal Inc.	\$37,706.00
Beer City Metal Works & Construction	\$69,750.00

After reviewing proposals submitted, it is recommended that the City Council award the Salt Dome Conveyor Repair to Constructive Sheet Metal, Inc., for a total amount of \$37,706.00. The repaired section will be built from stainless steel to prevent corrosion.

The repaired conveyor is expected to be operational before winter of 2023.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Public Works, Repairs and Maintenance Account 661-441-58300-930.000 pending approval of the associated budget amendment.

ATTACHMENTS:

Conveyor Schematic

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 City and Contractor.

City means the City of Wyoming, a Michigan municipal corporation, of 1155 28th St SW, Wyoming, MI 49509.

Contractor means: Constructive Sheet Metal, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
11670 46th Ave
[Contractor's street address]
Allendale, MI 49401
[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 20, 2023

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. Exhibit C is picture of the existing Salt Dome Conveyor/Dog House.

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: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____, 20__

Approved as to form:

Scott G. Smith, City Attorney

Constructive Sheet Metal, Inc.

By: _____
[Signature: officer, director or principal of Contractor]
TERIC LANTZ VP
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 6-1, 2023

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. Unless otherwise approved by the City Purchasing Director or City Attorney, Contractor and its subcontractors must register on the federal System for Award Management (**SAM**) list and be in good standing.
 - 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 City programs, benefits, and actions, including City contracts and activities that contractors or others engage in for or on behalf of City. Accordingly:
 - A. Contractor in (i) employment actions, (ii) soliciting, bidding or contracting with subcontractors, or (iii) soliciting, bidding or contracting 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 other reason prohibited by law that is unrelated to the ability to perform the duties of a job or position. "Sex" means sex and gender, sex or gender stereotypes, sexual orientation, gender identity (including transgender status) or expression, and pregnancy, childbirth, or a condition related to pregnancy or childbirth.
 - B. Contractor will comply with applicable state and federal laws, rules, regulations, and other requirements regarding discrimination and inclusion, including, without limitation, 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 all rules, regulations, orders, and guidance issued pursuant to those statutes.
 - C. If Contractor will engage with others on City's behalf, Contractor must (i) ensure all persons are treated 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 any engaged individuals have limited English proficiency (*i.e.*, they speak English less than very well), Contractor must use language assistance services in communications. Language assistance services complying with City's Limited English Proficiency (LEP) Plan comply with this requirement.
 - D. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
 - E. Noncompliance with this provision is a material breach of this Contract that can result in (i) withholding payments to Contractor, (ii) Contract cancellation, termination, or suspension, in whole or in part, and (iii) Contractor's ineligibility for future City contracts.
 - F. Contractor must retain and, upon request, provide City access to and copies of all information and reports required by the requirements referred to in this provision that City or a state or federal agency determine are pertinent to ascertain compliance. If information required of Contractor is in the sole possession of another who fails or refuses to furnish it, Contractor must so certify to City.
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 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:

COMMERCIAL GENERAL LIABILITY

Minimal Limits: \$2,000,000 Each Occurrence, \$2,000,000 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.

AUTOMOBILE LIABILITY INSURANCE

Minimal Limits (hired and non-owned automobile coverage):
\$2,000,000 per person \$2,000,000 per occurrence

WORKERS' DISABILITY COMPENSATION

Minimal Limits: \$500,000 per occurrence
Coverage shall be in accordance with Michigan statutes. Waiver of subrogation, except where waiver is prohibited by law.

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 to satisfy coverage limits, coverage must follow the form of the primary liability policy(ies).

ADDITIONAL INSURED

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



Design, Manufacture, Installation of Dust,
Fume and Air Handling Systems and General
Industrial Sheet Metal Work

Date: 5/31/2023

Ref #: 244618-2

To: City of Wyoming

Attn: Troy Rinks

From: Dan Vincent

Project: Salt Dome Conveyor

- CSM will replace approximately the first 25' of conveyor (minus belt) with all 304 Stainless Steel materials, and new rollers.
- CSM will remove the proposed conveyor section, transport it to CSM. When completed, CSM will fabricate a new proposed section. CSM will transport the newly proposed section back to the salt dome and install.
- COW will remove the “doghouse” covering a portion of the proposed section.
- CSM will provide a means of lifting the proposed section for removal from its original location and put on transport trailer to be transported to CSM for fabrication.
- Once transported back to the salt dome by CSM, CSM will provide a means of lifting the proposed section back into the original location. CSM will install the proposed new section and make it functional.

Total Budgetary Figures \$37,706.00
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11670 46th Avenue
Allendale, MI
49401

TERMS AND CONDITIONS OF SALE

1. **General.** The Terms and Conditions of Sale outlined herein shall apply to the sale by CONSTRUCTIVE SHEET METAL of products, equipment and parts (the "Equipment") to _____ (Purchaser). Acceptance of orders, whether oral or written, is based on the express condition that Purchaser agrees to all the terms and conditions contained herein. Placement of orders, whether oral or written, by Purchaser will constitute Purchaser's assent to these terms and conditions. These terms and conditions represent the complete agreement of the parties, superseding all previous communications, and no terms or conditions in any way adding to, modifying or otherwise changing the provisions stated herein shall be binding upon CONSTRUCTIVE SHEET METAL unless made in writing and signed and approved by an officer of CONSTRUCTIVE SHEET METAL. No modifications of any of these terms will be effected by CONSTRUCTIVE SHEET METAL's shipment of goods following receipt of Purchaser's purchase order, shipping request or similar request or similar forms containing printed terms and conflicting or inconsistent with the terms herein.

2. **Prices.** All prices are F.O.B. CONSTRUCTIVE SHEET METAL's factory and are subject to adjustment, without notice, to CONSTRUCTIVE SHEET METAL's prices in effect at the time of shipment. Price does not include freight charges and installation services unless otherwise stated. If freight is to be pre-paid and added, it will be done at actual cost plus 10%.

3. **Payment Terms.** All accounts shall be paid in U.S. dollars at CONSTRUCTIVE SHEET METAL's principal offices, in accordance with the terms specified in the quotation and/or listed on CONSTRUCTIVE SHEET METAL's invoice. If, in the judgment of CONSTRUCTIVE SHEET METAL, the financial condition of Purchaser at the time Equipment is ready for shipment does not justify the terms of payment specified, CONSTRUCTIVE SHEET METAL may require full payment before making shipment. A service charge of the lesser of 1-1/2% per month or the maximum permissible rate will be added to all past due accounts.

4. **Storage Fees.** There is a one (1) week "grace period" from time of completion for storage at no charge. After which, CONSTRUCTIVE SHEET METAL will assess storage fees for any equipment stored after one (1) week. The price of the storage fees for equipment smaller than 7' diameter (or 7' square) is \$200.00 the first week and \$75.00 each week thereafter. The storage fees for equipment 7' diameter and larger (or 7' square and larger) will be \$400.00 the first week and \$150.00 each week thereafter. This pricing structure is for each piece of equipment.

5. **Crating Fees.** For equipment that is to ship via common carrier there will be an additional fee for packaging/crating equipment for safe transportation in a common carrier.

6. **Title and Risk of Loss.** Title and risk of loss or damage to the Equipment shall pass to the Purchaser upon tender of delivery F.O.B. CONSTRUCTIVE SHEET METAL's factory or other place of manufacture. Notwithstanding the foregoing, any claim by Purchaser against CONSTRUCTIVE SHEET METAL for shortage or damage occurring prior to such delivery must be made in writing ten (10) days after receipt of shipment and accompanied by original transportation bill signed by carrier noting that carrier received goods from CONSTRUCTIVE SHEET METAL in the condition claimed. Any claim by Purchaser for damage occurring during shipment shall be made directly against the freight carrier, with a copy of such claim forwarded to CONSTRUCTIVE SHEET METAL within ten (10) days. Any shipments returned to CONSTRUCTIVE SHEET METAL as a result of Purchaser's unexcused delay or failure to accept delivery will require Purchaser to pay all additional costs incurred by CONSTRUCTIVE SHEET METAL.

7. **Security.** If Purchaser fails to make payment in accordance with the terms hereof, CONSTRUCTIVE SHEET METAL reserves the right, at its sole option, to remove and reclaim the Equipment upon tender to Purchaser of the whole sum paid to CONSTRUCTIVE SHEET METAL by said Purchaser on account of the purchase price of said Equipment and thereby terminate any and all liability of CONSTRUCTIVE SHEET METAL to the Purchaser on account of the purchase and use of the Equipment. If, in the judgment of CONSTRUCTIVE SHEET METAL, the financial condition of the Purchaser at the time the Equipment is ready for shipment does not justify the terms of payment specified, CONSTRUCTIVE SHEET METAL may require full payment before making shipment. Purchaser here by grants to CONSTRUCTIVE SHEET METAL a security interest in the Equipment to secure its obligations hereunder, regardless of mode of attachment to realty or other property, until full payment has been made therefore. Purchaser agrees upon request to do all things and acts necessary to perfect and maintain said security interest and shall protect

CONSTRUCTIVE SHEET METAL's interest by adequately insuring the Equipment against loss or damage from any cause wherein CONSTRUCTIVE SHEET METAL shall be named as an additional insured.

8. **Assignment.** Neither party shall assign or transfer this contract without prior written consent of the other party.

9. **Delivery and Delay.** Delivery dates shall be interpreted as estimated and in no event shall dates be construed as falling within the meaning "time is of the essence." CONSTRUCTIVE SHEET METAL shall not be liable for any loss or delay due to war, riots, fire, flood, strikes or other labor difficulty, acts of civil or military authority including governmental laws, orders, priorities or regulations, acts of the Purchaser, embargo, shortage of transportation facilities or delay in transportation, or inability to obtain necessary labor or materials from usual sources, other contingencies of manufacture or shipment, or other causes beyond the reasonable control of CONSTRUCTIVE SHEET METAL. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be adjusted to reflect the actual length of time lost by reason of such delay. Purchaser's receipt of Equipment shall constitute a waiver of any claims for delay. CONSTRUCTIVE SHEET METAL will use all reasonable efforts to comply with Purchaser's request as to method of shipment, but CONSTRUCTIVE SHEET METAL reserves the right to use an alternate method of transportation or route of shipment if substantial delay might otherwise occur. In such cases CONSTRUCTIVE SHEET METAL will notify Purchaser of such changes as soon as reasonably possible. If the Purchaser declines or is unable to take delivery at the time(s) specified, CONSTRUCTIVE SHEET METAL will have the Equipment stored for Purchaser's risk and account, and the Equipment shall be considered "shipped".

10. **Taxes.** Except for sales tax imposed in the State of Michigan, if applicable, the price does not include any present or future Federal, State or local property, license, privilege, sales, use, gross receipt or other excise, transportation, occupational, like taxes or assessments which may be applicable to, measured by, imposed upon or result from this transaction or any services performed in connection therewith. Any taxes itemized separately to Purchaser on CONSTRUCTIVE SHEET METAL's quotation, order acknowledgment or invoice shall be paid promptly to CONSTRUCTIVE SHEET METAL. All other taxes incurred by the Purchaser through performance of the contract shall be the Purchaser's responsibility to pay directly to the proper taxing authority. CONSTRUCTIVE SHEET METAL will accept a valid exemption certificate from Purchaser, if applicable.

11. **Set Off.** Neither Purchaser nor any affiliated company nor assignee shall have the right to claim compensation or to set off against any amounts that become payable to CONSTRUCTIVE SHEET METAL under this contract or otherwise.

12. **Patents.** CONSTRUCTIVE SHEET METAL shall defend any suit or proceeding brought against Purchaser and shall pay any adverse judgment entered therein so far as such suit or proceeding is based upon a claim that the use of the Equipment manufactured under this contract constitutes infringement of any patent of the United States of America, provided CONSTRUCTIVE SHEET METAL is promptly notified in writing and given authority, information and assistance for defense of same; and CONSTRUCTIVE SHEET METAL may, at its sole option, procure the Purchaser the right to continue to use said Equipment, modify it so that it becomes noninfringing, replace the same with noninfringing equipment, or remove said Equipment and refund the purchase price to Purchaser. The foregoing shall not be construed to include an agreement by CONSTRUCTIVE SHEET METAL to accept any liability whatsoever in respect to patents for inventories including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The foregoing states the entire liability of CONSTRUCTIVE SHEET METAL with regard to patent infringement. Purchaser shall, in respect of goods manufactured or packaged by CONSTRUCTIVE SHEET METAL in accordance with designs, processes or formulas supplied, determined or requested by Purchaser, defend CONSTRUCTIVE SHEET METAL at Purchaser's expense and pay costs and damages awarded in any suit brought against CONSTRUCTIVE SHEET METAL for infringement of any patent by any reason of use of such designs, processes or formulas provided CONSTRUCTIVE SHEET METAL promptly notifies the Purchaser in writing of any claim of or suit for infringement and tenders defense thereof to Purchaser. CONSTRUCTIVE SHEET METAL is entitled to be represented in any suit at its own expense.

13. **Warranty.** CONSTRUCTIVE SHEET METAL warrants that the equipment manufactured by it and delivered hereunder will be free to defects in material and workmanship for a period of eighteen (18) months from the date of shipment by CONSTRUCTIVE SHEET METAL or twelve (12) months from commencement of use of the equipment, whichever comes first (the "Warranty Period"). Purchaser shall be obligated to promptly report any failure of the Equipment to conform to this warranty in writing to CONSTRUCTIVE SHEET METAL within the Warranty Period, whereupon CONSTRUCTIVE SHEET METAL shall, at its option, correct such nonconformity by suitable repair to such Equipment, or furnish a replacement part F.O.B. point of shipment, provided Purchaser has stored, installed, maintained and operated such Equipment in accordance with good industry practices and has complied with specific recommendations or instruction of CONSTRUCTIVE SHEET METAL. CONSTRUCTIVE SHEET METAL does not warranty accessories or equipment furnished by CONSTRUCTIVE SHEET METAL, but manufactured by others, and such accessories or equipment shall carry whatever warranty the manufacturer has conveyed to CONSTRUCTIVE SHEET METAL and which can be passed on to the Purchaser. CONSTRUCTIVE SHEET METAL shall not be liable for any repairs, replacements, or adjustment to the Equipment or any costs of labor performed by Purchaser or others without CONSTRUCTIVE SHEET METAL's prior written approval. Equipment returns for any reason will be refused without CONSTRUCTIVE SHEET METAL's prior written approval. Samples supplied by CONSTRUCTIVE SHEET METAL are solely for the purpose of evaluating the suitability of such material for potential use and, as such, the samples are not intended to serve as warranties of any type, either express or implied. Upon request, CONSTRUCTIVE SHEET METAL will endeavor to furnish such technical advice as is reasonably requested by Purchaser. This warranty shall not apply to Equipment that has been altered, modified or repaired by anyone other than CONSTRUCTIVE SHEET METAL or to Equipment that has been damaged through accident, misuse, neglect or lack of proper maintenance. The effects of corrosion, erosion and normal wear and tear on the Equipment are specifically excluded from this warranty. **CONSTRUCTIVE SHEET METAL MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.** Correction by CONSTRUCTIVE SHEET METAL of nonconformities whether patent or latent, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of CONSTRUCTIVE SHEET METAL for such nonconformities, whether based on contract, warranty, negligence, indemnity strict liability or otherwise with respect to or arising out of such Equipment.

14. **Limitation of Liability.** The remedies of Purchaser set forth herein are exclusive, and the liability of CONSTRUCTIVE SHEET METAL with respect to this contract or the Equipment and services furnished hereunder, in connection with the performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or technical direction covered by or furnished under this contract, whether based on contract warranty, negligence, indemnity, strict liability or otherwise, shall not exceed the purchase price of the unit of Equipment upon which such liability is based. **CONSTRUCTIVE SHEET METAL AND ITS SUPPLIERS SHALL IN NO EVENT BE LIABLE TO PURCHASER, ANY SUCCESSORS IN INTEREST OR ANY BENEFICIARY OR ASSIGNEE OF THIS CONTRACT FOR ANY CONSEQUENTIAL,**

INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTRACT OR ANY BREACH THEREOF, OR ANY DEFECT IN, OR FAILURE OF, OR MALFUNCTION OF THE EQUIPMENT HEREUNDER, WHETHER BASED UPON LOSS OF USE, LOST PROFITS OR REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OF OPERATION, COST OF PURCHASE OF REPLACEMENT POWER OR CLAIMS OF PURCHASER OR CUSTOMERS OF PURCHASER FOR SERVICE INTERRUPTION

WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, EVEN IF CONSTRUCTIVE SHEET METAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any claim by Purchaser with reference to the goods sold hereunder for any cause shall be deemed waived by Purchaser unless submitted to CONSTRUCTIVE SHEET METAL in writing within thirty (30) days from the date Purchaser discovered, any claimed breach.

15. **Indemnification.** Purchaser shall indemnify CONSTRUCTIVE SHEET METAL and hold CONSTRUCTIVE SHEET METAL harmless from all loss, cost and expense (including reasonable attorneys fees) incurred by Purchaser in the defense of any lawsuit, proceedings or claims that may be asserted against CONSTRUCTIVE SHEET METAL based upon alleged defects in or failures of the Equipment where such defects or failures are the result of the actions of persons other than CONSTRUCTIVE SHEET METAL.

16. **Cancellation Charges.** If Purchaser notifies CONSTRUCTIVE SHEET METAL that it terminates this order for its convenience, CONSTRUCTIVE SHEET METAL will stop all work as promptly as reasonably possible, but Purchaser shall be responsible for a cancellation charge, computed on the basis of CONSTRUCTIVE SHEET METAL's full cost including overhead, plus twenty percent (20%), for all engineering work, work in progress, raw material, supplies, administrative expenses and all commitments made by CONSTRUCTIVE SHEET METAL in connection with the order, less such allowances as CONSTRUCTIVE SHEET METAL may be in position to make for any standard components and for the balance of the material as scrap. If any portion of the Equipment subject to the quotation, order acknowledgement or invoice is identified as "special" or "Made to Order," Purchaser's order shall not be canceled or cancelable by Purchaser' after acceptable by CONSTRUCTIVE SHEET METAL, except upon payment in full of the purchase price.

17. **Confidentiality.** Any proposals, prints, brochures, drawings, or other information furnished by CONSTRUCTIVE SHEET METAL are intended for confidential use by Purchaser, shall remain the property of CONSTRUCTIVE SHEET METAL, and shall not be disclosed or used to the detriment of CONSTRUCTIVE SHEET METAL's competitive position.

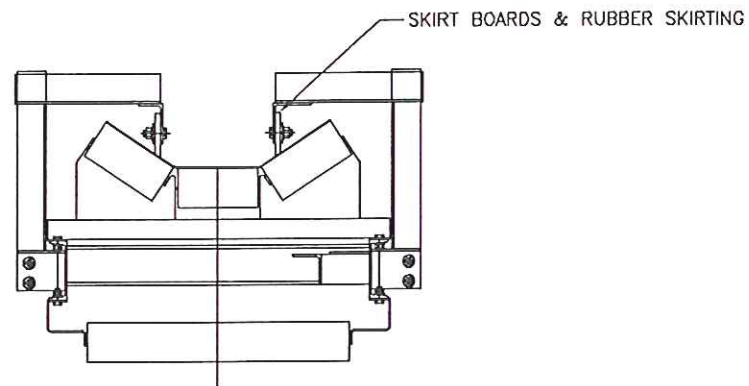
18. **Promotional Material.** All CONSTRUCTIVE SHEET METAL's drawings, descriptive matter, weights, dimensions, the descriptions and illustrations contained in CONSTRUCTIVE SHEET METAL's catalogues, price lists or advertisements, are approximate only and intended merely to give a general idea of the goods described therein and shall not form part of this contract. Because CONSTRUCTIVE SHEET METAL is continually researching and improving its products, it reserves the right to improve, correct and/or further modify its designs and specifications upon notification and mutual agreement between CONSTRUCTIVE SHEET METAL and Purchaser.

19. **Waiver.** Waiver by CONSTRUCTIVE SHEET METAL and any breach of these terms and conditions shall not be construed as a waiver of any breach, and failure to exercise any right arising from any default hereunder shall not be deemed a waiver of such right that may be exercised at any subsequent time.

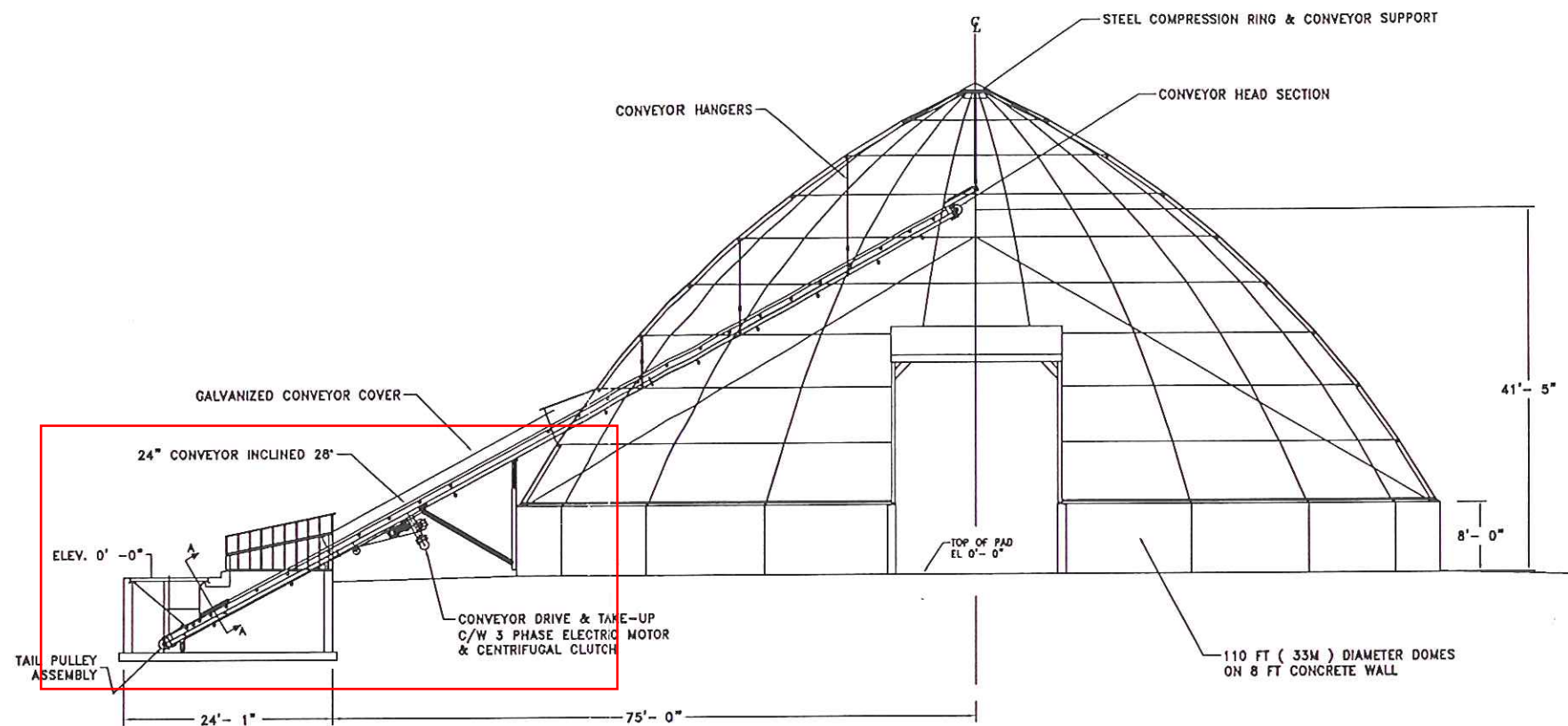
20. **Severability.** In the event that any one or more of these terms or conditions are held invalid, illegal or unenforceable, such provisions shall be severed and the remaining terms and conditions shall remain binding and effective.

21. **Governing Law.** This contract and all rights and obligation hereunder, including matters of construction, validity and performance, shall be governed exclusively by the laws of the State of Michigan, including the Uniform Commercial Code, without giving effect to the principles of conflicts of law thereof. In the event Purchaser's place of business is in a country that has ratified the United Nations Convention of the International Sale of Goods (1980) ("Convention"), the parties agree to exclude application of the Convention. Venue with respect to any suit in connection with these terms and conditions and any sales pursuant hereto shall reside in the courts of Kent County, Michigan.

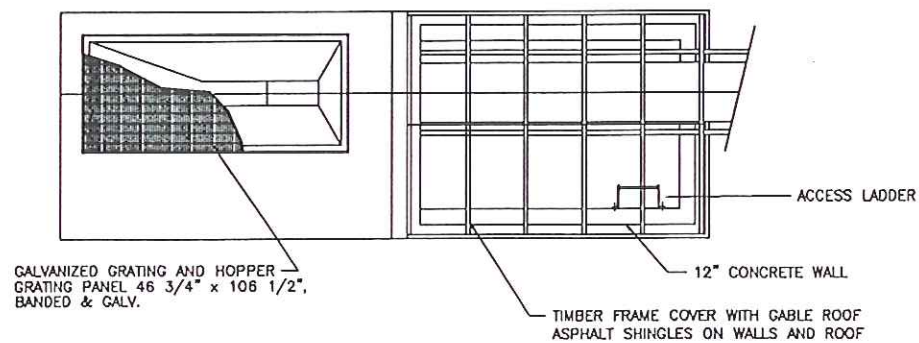
22. **Purchaser's Use.** Purchaser hereby agrees as part of CONSTRUCTIVE SHEET METAL's consideration to sell the Equipment to Purchaser that Purchaser shall use and require all persons operating the Equipment to use any and all proper, safe operating procedures set forth in operator's manual, American National Safety Standards, OSHA Regulations, and instruction sheets relating to the Equipment, and any and all available, feasible and practical point of operation safety devices consistent with Purchaser's use of the Equipment; and Purchaser shall not remove or modify any device, warning sign, operator's manual or work handling tools installed thereon or attached thereto. Purchaser shall notify CONSTRUCTIVE SHEET METAL promptly, in writing, in all events within ten (10) days after its occurrence, of any accident or malfunction involving any Equipment which results in injury to or death of persons, including Purchaser's agents or employees, or damage to property, including Purchaser's property, or the loss of use thereof; and Purchaser shall cooperate fully with CONSTRUCTIVE SHEET METAL in investigating and determining the cause of any such accident or malfunction. Purchaser agrees to indemnify, protect, defend and save harmless, at Purchaser's cost and expense, CONSTRUCTIVE SHEET METAL, its directors, officers and employees and each of them from any loss, liability, cost and damages imposed upon or resulting to them, attributed to the failure of Purchaser to abide by the provision of this Section. Purchaser shall not operate Equipment that is considered to be defective without first notifying CONSTRUCTIVE SHEET METAL in writing of its intentions to do so. Any such use of Equipment shall be at Purchaser's sole risk and liability.



SECTION A - A
SECTION SHOWING SKIRT BOARD INSTALLED



ELEVATION



CONVEYOR PIT - PLAN VIEW
(CLADDING ON PIT COVER REMOVED)

NOTES:

- 1) CONVEYOR DESIGNED IN CONFORMANCE WITH THE CEMA MANUAL " BELT CONVEYORS FOR BULK MATERIALS". CAPACITY 200 TONS/HR (SALT).
- 2) ALL CONVEYOR STRUCTURAL STEEL SHALL CONFORM TO ASTM A36 OR BETTER.
- 3) CONVEYOR STRUCTURAL STEEL SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.
- 4) CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3500 PSI CONCRETE SHALL BE AIR ENTRAINED.
- 5) REBAR SHALL CONFORM TO ASTM A615, GRADE 60.
- 6) ALL EXCAVATED MATERIAL SHALL BE DISPOSED OF ON SITE.

ATTENTION:
THIS DRAWING CONTAINS INFORMATION PROPRIETARY TO DOME CORPORATION OF NORTH AMERICA AND SHALL NOT BE REPRODUCED OR TRANSFERRED TO OTHER DOCUMENTS OR DISCLOSED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT IS FURNISHED WITHOUT THE PRIOR WRITTEN PERMISSION OF DOME CORPORATION OF NORTH AMERICA.

THIS DRAWING DEPICTS A DOME STRUCTURE THAT IS COVERED BY ONE OR MORE PATENTS ISSUED IN THE UNITED STATES OF AMERICA, CANADA, EUROPE, AND OTHER FOREIGN COUNTRIES.

DOME CORPORATION RESERVES THE RIGHT TO MAKE MINOR CHANGES TO THE DRAWINGS AND/OR THE SPECIFICATIONS TO MAINTAIN COMPLIANCE WITH ACCEPTED MATERIALS AND WORKMANSHIP STANDARDS WITHOUT PRIOR NOTIFICATION TO THE PURCHASER. DOME CORPORATION GUARANTEES THAT THE CHANGES WILL IN NO WAY AFFECT THE INTEGRITY OF THE DOME.

DOME CORP. OF NORTH AMERICA
5450 EAST RD., SAGINAW, MICHIGAN

DOME LOADING CONVEYOR
WYOMING, MICHIGAN

ELEVATION AND GENERAL NOTES

SCALE: 1" = 20'- 0"

DATE: MAY 31, 2000

DESIGNED:
D.M.

DRAWN:
P.D.

PROJECT ENGINEER:
D.J.

CONTRACT NO.:
C98-003

DRAWING NO.:
B00-018-1 REV. PA

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BIDS

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council awards the bids for the listed items as recommended in the attached staff reports and summarized below.

Item	Recommended Bidder	Cost
City Hall Space Design Services	SMC Consulting, LLC dba Studio SMC	\$38,900.00
Veterans Park Brick Wall and Caps Restoration Project	Smith's Waterproofing LLC	\$106,025.00
Clean Water Plant Electrical Upgrade Project	Parkway Electric & Communications LLC	\$2,557,440.00
City Hall Canopy Addition Project	Orion II Construction	\$676,967.00
Electrical Supplies	Graybar Electric Company Inc. and The Kendall Group dba Kendall Electric Inc.	Bid prices as shown on the attached tabulation sheets.

2. The City Council authorizes the contingencies as shown on the attached staff reports.
3. The City Council authorizes the Mayor and City Clerk to sign the contracts.
4. The City Council authorizes the City Manager to approve and sign change orders that are within the contingencies as shown on the attached staff reports.

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

I certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on July 3, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendments
Staff Reports
Contracts

Resolution No. _____

STAFF REPORT

Date: June 22, 2023
Subject: City Hall Space Design Services – Bid Award
From: Troy Rinks, Facilities Maintenance Foreman
Meeting Date: July 3, 2023

RECOMMENDATION:

It is recommended that the City Council award the City Hall Interior Space Design Services bid to SMC Consulting, LLC. DBA Studio SMC in an amount not to exceed \$38,900.00 and authorize the Mayor and City Clerk to sign the associated contract.

COMMUNITY, SAFETY, STEWARDSHIP:

The Wyoming City Hall was constructed in 2003. Carpet, office furniture, and interior wall finishes are original to this building and beginning to show signs of wear. Appropriate investments are necessary to provide employees and residents with updated, comfortable working environments and experiences, as well as continue proactive maintenance within the building.

DISCUSSION:

For FY24 and continuing for the two subsequent fiscal years, carpet, furniture and wall covering improvements at City Hall are planned. Carpet is beginning to wear, office furniture is beginning to wear and break down, staff are having difficulty repairing/replacing office furniture, and wall finishings are becoming faded and worn.

The work is planned for in three phases: east side of City Hall (FY24); west side of City Hall, including Council chambers (FY25), and the second floor of City Hall (FY26). Approximately \$500,000 will be budgeted each fiscal year for this work.

To assist in this large process and ensure that continuity of furniture, colors, and designs within each individual department meshes with the overall environment of City Hall, a bid specification document for City Hall Space Design Services was developed.

On Tuesday, June 13, 2023, the City received 3 bids for the City Hall Interior Space Design Services, 22 downloaded the specifications, and 3 bids were received. Bidders were asked to provide a not-to-exceed price, along with staffing hourly rates per employee per task performed. Bid results for the not-to-exceed price are listed below:

SMC Consulting, LLC. DBA Studio SMC	\$38,900.00
The Architectural Group Inc.	\$46,550.00
Comet Consulting Inc. DBA r.o.i. Design	\$64,350.00

Facilities staff evaluated each proposal and are recommending that City Hall Interior Space Design Services bid be awarded to SMC Consulting, LLC. DBA Studio SMC. Reference checks for SMC Consulting, LLC. DBA Studio SMC were found to be in good order, and a post-bid interview with the company indicated a good understanding of the services required.

Work by SMC Consulting, LLC. DBA Studio SMC will include: meeting with representatives from each Department to select appropriate workspace layouts, furniture, and wall coverings; preparing conceptual layouts of each Department and common spaces; preparing cost estimates for each phase of the work; preparing technical bid specifications for carpeting, furniture, and wall coverings; reviewing bid results and making recommendations; and providing project management and oversight for each of the phased improvements. This work will include active, onsite management, to ensure work is proceeding with intended designs and bid specifications.

BUDGET IMPACT:

Sufficient funds have been budgeted in Capital Projects Revolving Fund account 800-000-57300-975.000.

ATTACHMENTS:

Studio SMC Contract

CITY HALL INTERIOR SPACE DESIGN SERVICES CONTRACT

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

Recitals

City requested bids/proposals for the City Hall Interior Space Design 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 13, 2023 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: SMC Consulting, LLC
LEGAL NAME OF COMPANY

Studio SMC
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

Limited Liability Corporation (Taxed as S Corp) in the Commonwealth of Pennsylvania
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

379 Insurance Street
STREET ADDRESS

Beaver, PA 15009-2149
CITY STATE ZIP CODE

"Effective Date" means the day after the date that (i) the Contract is approved by the City Council and (ii) 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:

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay the Contractor in accordance with the Contract Documents.
3. 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: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____

Approved as to form: 

Scott G. Smith, City Attorney

Contractor
By: 

Signature for Contractor

Jessica L. Colamarino

Printed Name & Title of Person Signing

Date signed: 06-12-23

STAFF REPORT

Date: June 20, 2023
Subject: Veterans Park Brick Wall and Caps Restoration Project – Bid Award
From: Troy Rinks, Facilities Maintenance Foreman
Date of Meeting: July 3, 2023

RECOMMENDATION:

It is recommended the City Council award the bid for Veterans Park Brick Wall and Caps Restoration Project to Smith’s Waterproofing LLC for \$106,025.00, approve the associated budget amendment, and authorize the Mayor and Clerk to sign the associated contract.

COMMUNITY, SAFETY, STEWARDSHIP:

Proper maintenance of the deteriorating portions of Veterans Memorial Park is necessary to ensure that we properly honor and respect those who have sacrificed for our city and county.

DISCUSSION:

Veterans Memorial Park hosts the annual Memorial Day ceremony and is regularly visited by the public. The park includes a waterfall, memorial bricks, and a lengthy brick wall with regularly spaced columns.

The brick wall and columns were originally constructed in 1999. A significant amount of the caps on these walls and columns are deteriorating, and several of the walls are experiencing cracking. In April of 2023, Facilities staff developed a bid specification for repair of the walls that were cracking and replacement of many of the wall and column caps. The bid was made available to the public via the City ebidder website. Twenty-one bidders downloaded the specifications, and two bids were received on May 16, 2023. Bidders were asked to provide a bid price per specifications, along with additional pricing for any additional/recommended work they observed. Bid results are listed below.

	<u>Bid price per specifications</u>	<u>Additional/ Recommended</u>	<u>Total</u>
Smith’s Waterproofing	\$77,100.00	\$28,925.00	\$106,025.00
Cusack’s Masonry Inc.	\$104,640.00	Unit price listed, no total amount.	

After reviewing the bids, staff are recommending that the bid be awarded to Smith’s Waterproofing LLC for the total amount of \$106,025.00. This award includes not only what was specified in the bid, but also includes replacement of all wall and column caps and installing new wall flashing, drip edging, and sealants to limit future damage to the walls and columns.

Cusack’s Masonry Restoration Inc. listed unit prices for additional work recommended. However, they never identified where and what the additional work would total. During the evaluation, staff utilized the unit prices listed to provide a comparison to Smith’s. When directly compared, the additional work would add more than \$80,000 to their bid price submittal of \$104,640.00.

BUDGET IMPACT:

Sufficient funds exist in the Capital Projects Revolving Fund, account 800-000-57300-975.014 pending approval of the attached budget amendment.

ATTACHMENTS:

Contract



VETERANS PARK BRICK WALL AND CAPS RESTORATION PROJECT CONTRACT

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

Recitals

City requested bids/proposals for the Veterans Park Brick Wall and Caps Restoration Project 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 May 9, 2023 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: Smith's Waterproofing LLC
LEGAL NAME OF COMPANY

Limited Liability Company - formed in Michigan 1970
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

3821 Van Dyke
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

Almont MI 48003
CITY STATE ZIP CODE

"Effective Date" means the day after the date that (i) the Contract is approved by the City Council and (ii) 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:

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay the Contractor in accordance with the Contract Documents.
3. 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: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____

Approved as to form:



Scott G. Smith, City Attorney

Contractor

By: 

Signature for Contractor

Brandon Smith, Vice President

Printed Name & Title of Person Signing

Date signed: 5/15/2023

STAFF REPORT

Date: June 20, 2023
Subject: CWP Electrical Upgrade Project
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: July 3, 2023

RECOMMENDATION:

It is recommended the City Council award the bid from Parkway Electric & Communications LLC for the CWP Electrical Upgrade Project in the amount of \$2,557,440.00.

COMMUNITY, SAFETY, STEWARDSHIP:

Proper stewardship of our assets requires the prudent replacement of utility plant equipment and appurtenances that have reached the end of their life cycles, contributing to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations of the Clean Water Plant.

DISCUSSION:

The Clean Water Plant main building and raw sewage pump station have existing electrical equipment from their original construction in 1963 that are recommended for replacement. Additionally, 50-year-old transformers that are nearing the end of their useful life supply power to the main building and raw sewage pump station. It's essential to upgrade these electrical components, prior to their demise, to ensure dependable power for plant operation. Additionally, modern safety features will keep staff and facilities safe.

Therefore, Tetra Tech was engaged to provide engineering services and oversight of this project, which was approved by City Council on June 20, 2022, via Resolution No. 27411. Specifications were assembled and advertised via the City's website. A prebid meeting was held on May 10, 2023 and on June 6, 2023 the City received three bids for the CWP Electrical Upgrade Project, 148 invitations to bid were sent to and/or downloaded by prospective bidders. The bids received are as follows:

Bidder	Amount
Bazen Electric Company	\$6,114,561.00
Buist Electric, Inc.	\$3,628,300.00
Parkway Electric & Communications LLC	\$2,557,440.00

After reviewing the proposals received, and carefully considering the recommendations of our engineering consultant, Tetra Tech, Parkway Electric & Communications LLC met the necessary scope of work and was also the lowest bidder. The City has partnered with Parkway Electric & Communications LLC on numerous past projects including the plant expansion in 2006 giving them significant plant experience and us great confidence in their abilities. Therefore, it is recommended the City Council award the bid from Parkway Electric & Communications LLC for the CWP Electrical Upgrade Project in the amount of \$2,557,440.00. The lead time for critical electrical equipment is estimated at 72 weeks so the project will not be underway until late 2024.

BUDGET IMPACT:

Adequate funds exist in the Clean Water Plant capital account #590-590-54400-986.444.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Wyoming ("Owner") and Parkway Electric & Communications LLC. ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and other Contract Documents.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

A. The Work consists of improvements to the City of Wyoming Clean Water Treatment Plant and generally describe as follows:

CLEAN WATER PLANT ELECTRICAL UPGRADES .

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:
CLEAN WATER PLANT ELECTRICAL UPGRADES .

ARTICLE 3—ENGINEER

3.01 The Owner has retained Tetra Tech, Inc., whose address is 1136 Oak Valley, Ann Arbor, MI 48108 ("Engineer") to act as Owner's Engineer, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract Documents.

3.02 The Project has been designed by Engineer.

3.03 Engineer shall work closely and cooperatively with the Owner's representative, who the Owner has designated to be the Wyoming CWP Superintendent, Jon Burke. The Owner's representative is authorized to act on behalf of the Owner with respect to the Project, subject to applicable laws and parameters of authority expressly established by the Owner's Board of Trustees. Engineer shall routinely and accurately inform the Owner's representative on matters related to the Project.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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and American Society of Civil Engineers. All rights reserved.

Page 1 of 9

City of Wyoming
Clean Water Treatment Plant
Electrical Upgrades
Contract No. 200-12757-22003

00500-1

June 8, 2023

4.02 Not Used

4.03 *Contract Times: Dates*

- B. The Work will be substantially complete 700-days (calendar) from notice to proceed and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 730-days (calendar) of notice to proceed.

4.04 *Not Used*

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. *Substantial Completion:* Contractor shall pay Owner Two Thousand and 00/100 Dollars (\$2,000.00) for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 - 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner Two Thousand and 00/100 Dollars (\$2,000.00) for each calendar day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, that are solely attributable to such delay, except for special damages specified in this Agreement. The Contractor acknowledges and agrees that the foregoing sentence does not preclude its responsibility for damages that are not solely attributable to delay.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.05 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.03 for Work to be

completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts shown on the bid/proposal form, subject to adjustment under the Contract.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. Ninety percent (90%) of the value of the Work completed (with the balance being retainage).

- 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage. If the character and progress of the Work have not been satisfactory to the Owner and Engineer, the Owner may continue to withhold retainage of up to ten percent (10%).

- b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts set off by Owner pursuant to

Paragraph 15.01E of the General Conditions, and less 100 percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of zero percent (0%) per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
 - a. Performance bond (together with power of attorney)
 - b. Payment bond (together with power of attorney)
3. General and Supplementary Conditions.
4. Specifications as listed in the table of contents of the project manual.
5. Bidding Documents/Specifications.
6. Documents referenced as “Contract Documents” within any of the Contract Documents.
7. Drawings consisting of a cover sheet and sheets enumerated as follows:

Volume I	Drawing No
Electrical	E-1 through E-28, inclusive
Instrumentation	I-1 through I-2, inclusive

8. Addenda (numbers [number] to [number], inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid.

- b. Insurance Specifications.
 - c. City of Wyoming documents, including "City of Wyoming Request for Bids/Proposals", "Bid/Proposal Requirements", "Consideration of Bids/Proposals", "City Contract Standard Terms and Conditions", "Risk Allocation and Insurance", "Bonds and Liens", and "Bid/Proposal Form" (Pages, all).
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Other Bonds, if any.
- B. The Contract Documents listed in Paragraph 7.01.A may be attached to this Agreement, but are acknowledged by the Contractor as having been received, reviewed, and accepted.
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.
- E. In the event of any inconsistency or ambiguity within, between, or among any Contract Document(s), the provision that is most beneficial to the Owner, as determined in the Owner's sole discretion, shall govern.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- 1. Contractor has examined and carefully studied the Contract Documents, including Addenda, and all other related information, data, and requirements in the Bidding Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with and agrees to comply with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Contract Documents, including with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Contract Documents, including with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Contract Documents or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
8. Based on the information and observations referred to in this Article 8, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
9. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
10. All claims and disputes arising from related Work at Site by other contractors shall be settled in accordance with the Contract Documents.
11. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
12. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

13. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
14. Contractor acknowledges that it shall not discriminate against any employee or applicant for employment with respect to hire, tenure, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability that can be reasonable accommodated. Contractor must include this covenant in any agreement with any subcontractor employed in the performance of this Contract. A breach of this covenant shall be regarded as a material breach of the Contract.
15. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions and Contract Requirements*

- A. Owner and Contractor acknowledge that a modified version of the General Conditions applies to this Project and is hereby incorporated by reference as if fully restated. Contractor acknowledges having received and reviewed the modified General Conditions and agrees to be bound by the terms therein.
- B. Contractor acknowledges and agrees that all the following apply to this Contract and are incorporated herein by reference as if fully restated:

ARTICLE 9 – MISCELLANEOUS

9.01 Terms.

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

City of Wyoming
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Kent Vanderwood
(typed or printed)

Title: Mayor
(typed or printed)

Attest: _____
(individual's signature)

Title: City Clerk
(typed or printed)

Address for giving notices:

1155 28th Street SW
Wyoming, MI 49509

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

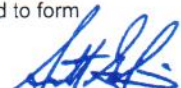
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Approved to form


Scott G. Smith, City Attorney

Contractor:

Parkway Electric & Communications LLC
(typed or printed name of organization)

By: 
(individual's signature)

Date: 6/20/23
(date signed)

Name: Doug Mitchell
(typed or printed)

Title: COO
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Title: Greg Fowler
(typed or printed)

Address for giving notices:

11952 James St
Holland, MI 49424

Designated Representative:

Name: Greg Fowler
(typed or printed)

Title: Project Manager / Estimator
(typed or printed)

Address:

11952 James St
Holland, MI 49424

Phone: 616-836-1543

Email: greg.fowler@parkway.us

License No.: 6110280
(where applicable)

State: Michigan

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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TETRA TECH

June 8, 2023

Transmitted Electronically

Mr. Dan Kleinheksel
City of Wyoming Utility Maintenance Manager
2350 Ivanrest
Wyoming, Michigan 49418

Re: Recommendation of Award: Wyoming CWP Electrical Upgrades

Dear Mr. Kleinheksel:

Tetra Tech has completed review of the bids received in response to the Request for Bid for contractor services related to City of Wyoming CWP Electrical Upgrades project.

There were three project bidders, Bazen Electric, Buist Electric and Parkway Electric.

Each bid arrived before the 11:00am June 6th, 2023 deadline and included required bid-bond.

Bid Summary:

<u>Item</u>	<u>Bazen Electric</u>	<u>Buist Electric</u>	<u>Parkway Electric</u>
Total Bid Price (including item below)	\$6,114,561	\$3,628,300	\$2,557,440
Lump Sum Allowance for Unforeseen Conditions	\$50,000	\$50,000	\$50,000
Lump Sum amount for Generator Rental	\$3,202,000	\$81,250	\$397,681
Lump Sum amount for Two Variable Frequency Drives	\$110,523	\$173,500	\$145,837
TOTAL BID	\$6,114,561	\$3,628,300	\$2,557,440

After careful review the three bid submissions, Tetra Tech recommends awarding the *Wyoming CWP Electrical Upgrades* project to **Parkway Electric & Communications LLC**.

We look forward to working with you on this effort. Please contact me at 734-417-4430 if you have questions or require additional information.

Sincerely,

Mick S. Jones, P.E.
Senior Project Manager

STAFF REPORT

Date: June 21, 2023
Subject: City Hall Canopy Addition - Award of Bid
From: Troy Rinks, Facilities Foreman
Meeting Date: July 3, 2023

RECOMMENDATION:

It is recommended that City Council award the City Hall Canopy Addition bid to Orion II Construction in the amount of \$676,967.00 plus contingencies for an amount not to exceed \$700,000.00, authorize the Mayor and Clerk to sign the associated contract, and approve the necessary budget amendment.

COMMUNITY, SAFETY, STEWARDSHIP:

Modernizing the drive-through at City Hall enhances and improves the way staff interact with members of the public, facilitates a better use of existing space, and provides a safer and more efficient experience for guests, citizens, and staff to conduct City business.

DISCUSSION:

On November 7, 2022, the City Council approved a contract with The Architectural Group (T.A.G.) prepare construction documents, draft a bid document, provide a recommendation, and provide construction oversight for the improvements to the existing Treasurer’s office transaction window and canopy at City Hall.

Based on the conceptual design that was also submitted to the Council on November 7, 2022, T.A.G developed bid specifications and the project was made publicly available on the City’s e-bidder website. Twenty-two registered bidders downloaded the bid, and two bids were received on May 30.

Results are as follows:

Orion II Construction	\$676,967.00
JWK Construction, Inc.	\$693,000.00

Facilities staff and T.A.G has reviewed the bid documents received. Orion II Construction was found to meet the necessary bid specifications and was also the lowest bid. Therefore, it is recommended (T.A.G. recommendation letter attached) that City Council award the City Hall Canopy Addition bid to Orion II Construction, in the amount of \$676,967.00 plus contingencies for

an amount not to exceed \$700,000.00. Work will start toward the end of July and is expected to be completed by January 1, 2024.

This canopy addition will greatly improve the efficiency of staff for daily city hall operations and the experience for guests and citizens. The drive-up lane has seen massive increases in use over the last couple of years. The existing drive-up lane is from the original construction of city hall in 2003. The audio system is outdated and proves difficult for staff to communicate with those using it. There are safety concerns for staff due to the poor exterior lighting, making it challenging to see who is at the window during certain months of less daylight. The existing transaction drawer is wearing out and is proving difficult to operate correctly. The canopy project will improve the configuration of the parking lot and the car stacking ability, allowing for more vehicles to be served while not restricting the parking lot and drive.

BUDGET IMPACT:

Sufficient funds exist in the Federal Grant Funds account 285-872-17500-956.000, pending approval of the attached budget amendment.

ATTACHMENTS:

Contract

T.A.G. Letter of Recommendation

Conceptual Drawings

CONTRACT FORM

This Contract Form must be signed by the Bidder and provided as part of the Bid submittal. If the Bidder is selected, the Contract is approved by the City Council, the City receives all bonds, insurance and other required documents, the City Mayor, Clerk and Attorney will sign this contract form. A copy will be provided to the Contractor.

City Standard Contract for CITY OF WYOMING – CITY HALL CANOPY ADDITION

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

“Contract Documents” means the bid together with the invitation to bid, bid specifications, city standard terms and conditions, plans, instructions to bidders, bid form, any prequalification submittals filed by the bidder, and other documents comprising of or required in the bid package, City Council resolution, insurance, and any required bonds.

“City” means the City of Wyoming, a Michigan municipal corporation, of 1155 28th Street SW, Wyoming, MI 49509.

“Contractor” means:

Orion II Construction

LEGAL NAME OF COMPANY

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

Corporation, MI

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

32 Market Ave Suite 200

STREET ADDRESS

Grand Rapids, MI 49503

CITY

STATE

ZIP CODE

“Effective Date” means the day after the date the Contract is approved by the City Council and 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:

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay the Contractor in accordance with the Contract Documents.
3. Waived or modified specifications are as follows:

A performance bond and payment bond is required if the project costs exceed \$50,000.
4. 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.

Aaron Vis
City of Wyoming, Facilities
1155 28th St.
Wyoming, MI 49509

June 21, 2023

Aaron,

After reviewing the submitted bids for the City of Wyoming – City Hall Canopy project received on May 30, 2023, we are recommending that the City of Wyoming award the project to Orion Construction. Based on the information provided and follow-up interview, Orion Construction appears to have all aspects of the project accounted for.

Following approval by City Council, I recommend that Orion Construction update their project schedule to reflect the approval date and its impact on the completion date.

If you have any questions regarding our recommendation, please feel free to contact me.

Sincerely,



Jay Miedema
Principal Architect

The Architectural Group Inc.

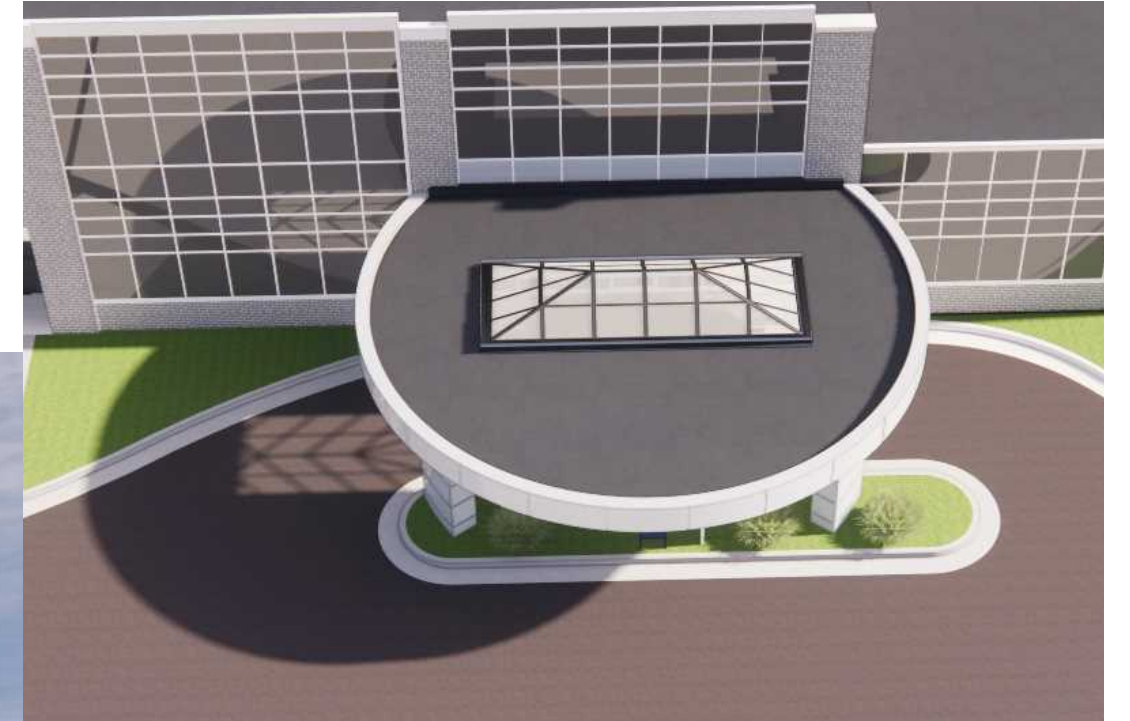












STAFF REPORT

Date: June 20, 2023
Subject: Purchase of Electrical Supplies
From: Dan Kleinheksel, Utility Maintenance Manager
Meeting Date: July 3, 2023

RECOMMENDATION:

It is recommended the City Council approve the purchase of electrical supplies and materials from both Graybar Electric Company Inc. and The Kendall Group dba Kendall Electric Inc. for the fiscal year 2024.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of the electrical systems and equipment at the utility plants and public works contributes to the efficiency of the equipment and to the prevention of untimely and costly repairs or replacements that could potentially interrupt the day-to-day operations. By maintaining electrical systems and equipment with quality parts from reputable suppliers, costs stay as low as possible while increasing the life of the equipment.

DISCUSSION:

The utility plants and public works use a considerable amount of consumable electrical supplies to perform in-house electrical system repairs and replacements. The installation of new electrical parts is an essential aspect of maintenance responsibilities. Therefore, a bid opportunity was posted on the City's website for the electrical supplies which included a list of over 100 typical electrical parts and materials commonly used. The bid was downloaded by 18 prospective bidders and on Tuesday, June 6, 2023, bids were received from Graybar Electric Company Inc., Kendall Electric Inc., and WESCO Distribution.

After tabulation and review of the bids, Graybar Electric Company Inc. provided the most competitive pricing. Considering Graybar Electric Company Inc. is in Grand Rapids and does not have a location within the required 15 miles of the Water Treatment Plant, it is prudent to approve Graybar Electric Company Inc. and the second low bidder, Kendall Electric Inc. for the purchase of electrical supplies. Kendall Electric Inc. has locations in Holland and Wyoming which provides ease of access for efficient repairs and parts availability for emergency purchases.

BUDGET IMPACT:

Annual expenditures for electrical supplies at the utility plants and public works is an estimated total of \$55,000.00. Adequate funds have been budgeted for in various utility plant and public works accounts including 591-591-55300-775.000, 590-590-54300-775.000, 661-441-58300-775.000.



Tabulation of Bids
ELECTRICAL SUPPLIES
 Opened by the City Clerk on June 6, 2023 at 11:00 AM

	Graybar Electric Company Inc				The Kendall Group			Wesco Distribution		
	QTY. EACH	UNIT COST	TOTAL	LENGTH OF HOLD	UNIT COST	TOTAL	LENGTH OF HOLD	UNIT COST	TOTAL	LENGTH OF HOLD
GROUP I - CONDUIT NIPPLES (inches)										
1/2" x 2"	100	\$ 1.56	\$ 156.47	30 Days	\$ 1.68	\$ 168.00	Subject to Change	\$ 1.81	\$ 181.00	1 Year
1/2" x 3"	100	\$ 1.82	\$ 182.71	30 Days	\$ 1.96	\$ 196.00	Subject to Change	\$ 1.82	\$ 182.00	1 Year
1/2" x 4"	100	\$ 2.169	\$ 216.94	30 Days	\$ 2.33	\$ 233.00	Subject to Change	\$ 2.19	\$ 219.00	1 Year
3/4" x 2"	100	\$ 1.759	\$ 175.96	30 Days	\$ 1.89	\$ 189.00	Subject to Change	\$ 1.77	\$ 177.00	1 Year
3/4" x 3"	100	\$ 2.13	\$ 213.46	30 Days	\$ 2.29	\$ 229.00	Subject to Change	\$ 1.88	\$ 188.00	1 Year
3/4" x 4"	100	\$ 2.528	\$ 252.85	30 Days	\$ 2.71	\$ 271.00	Subject to Change	\$ 2.12	\$ 212.00	1 Year
1" x 2"	50	\$ 2.458	\$ 122.93	30 Days	\$ 2.64	\$ 132.00	Subject to Change	\$ 2.35	\$ 117.50	1 Year
1" x 3"	50	\$ 2.978	\$ 148.90	30 Days	\$ 3.19	\$ 159.50	Subject to Change	\$ 2.92	\$ 146.00	1 Year
1" x 4"	50	\$ 3.62	\$ 181.11	30 Days	\$ 3.88	\$ 194.00	Subject to Change	\$ 3.62	\$ 181.00	1 Year
1" x 5"	50	\$ 4.10	\$ 205.33	30 Days	\$ 4.40	\$ 220.00	Subject to Change	\$ 3.97	\$ 198.50	1 Year
GROUP II - LOCKNUTS (APPLETON ONLY)										
1/2"	100	\$ 0.13	\$ 13.00	30 Days	\$ 0.13	\$ 13.00	Subject to Change	\$ 0.20	\$ 20.00	1 Year
3/4"	100	\$ 0.168	\$ 16.89	30 Days	\$ 0.14	\$ 14.00	Subject to Change	\$ 0.36	\$ 36.00	1 Year
1"	100	\$ 0.29	\$ 29.62	30 Days	\$ 0.28	\$ 28.00	Subject to Change	\$ 0.50	\$ 50.00	1 Year
GROUP III - INSULATING BUSHINGS (APPLETON ONLY)										
1/2"	100	\$ 0.072	\$ 7.27	30 Days	\$ 0.07	\$ 7.00	Subject to Change	\$ 0.77	\$ 77.00	1 Year
3/4"	100	\$ 0.097	\$ 9.78	30 Days	\$ 0.10	\$ 10.00	Subject to Change	\$ 1.64	\$ 164.00	1 Year
1"	100	\$ 0.154	\$ 15.49	30 Days	\$ 0.18	\$ 18.00	Subject to Change	\$ 1.78	\$ 178.00	1 Year
GROUP IV - REDUCING BUSHINGS (APPLETON ONLY) - RATED CLASS 1, DIVISION 1A, B, C, D										
3/4" to 1/2"	100	\$ 1.64	\$ 164.00	30 Days	\$ 1.11	\$ 111.00	Subject to Change	\$ 1.07	\$ 107.00	1 Year
1" to 3/4"	100	\$ 1.85	\$ 185.00	30 Days	\$ 1.70	\$ 170.00	Subject to Change	\$ 1.54	\$ 154.00	1 Year
1-1/4" to 1"	100	\$ 3.11	\$ 311.00	30 Days	\$ 3.63	\$ 363.00	Subject to Change	\$ 2.67	\$ 267.00	1 Year
1-1/2" to 1-1/4"	100	\$ 5.35	\$ 535.00	30 Days	\$ 4.54	\$ 454.00	Subject to Change	\$ 3.10	\$ 310.00	1 Year
GROUP V - HANDI BOX BOXES - DEEP (18 CUBIC INCHES) (APPLETON ONLY)										
1/2" Knock Out	50	\$ 9.67	\$ 483.76	30 Days	\$ 2.77	\$ 138.50	Subject to Change	\$ 7.14	\$ 357.00	1 Year
3/4" Knock Out	50	\$ 10.06	\$ 529.55	30 Days	\$ 3.67	\$ 183.50	Subject to Change	\$ 12.80	\$ 640.00	1 Year
Cover Blank	50	\$ 3.91	\$ 195.32	30 Days	\$ 0.78	\$ 39.00	Subject to Change	\$ 3.50	\$ 175.00	1 Year
Covers Du-plex	50	\$ 3.91	\$ 195.32	30 Days	\$ 0.74	\$ 37.00	Subject to Change	\$ 3.50	\$ 175.00	1 Year
Cover Switch	50	\$ 3.91	\$ 195.32	30 Days	\$ 0.67	\$ 33.50	Subject to Change	\$ 3.50	\$ 175.00	1 Year
GROUP VI - LIQUID TITE FLEX CONDUIT - METAL (EF OR VA)										
1/2"	100	\$ 1.29	\$ 129.35	30 Days	\$ 95.06	\$ 95.06	Subject to Change	\$ 125.00	\$ 125.00	1 Year
3/4"	100	\$ 1.75	\$ 175.88	30 Days	\$ 123.91	\$ 123.91	Subject to Change	\$ 145.00	\$ 145.00	1 Year
GROUP VII - LIQUID TITE FITTINGS (APPLETON ONLY)										
1/2" Straight	100	\$ 1.52	\$ 152.31	30 Days	\$ 3.62	\$ 362.00	Subject to Change	\$ 3.67	\$ 367.00	1 Year
3/4" Straight	100	\$ 2.17	\$ 217.52	30 Days	\$ 5.16	\$ 516.00	Subject to Change	\$ 5.40	\$ 540.00	1 Year
GROUP VIII - SWITCHES RECEPTACLES AND CORD CONNECTORS - (LEVITON, PASS OR SEYMORE)										
Single Pole 1121-21	25	\$ 2.98	\$ 74.50	30 Days	\$ 2.14	\$ 53.50	Subject to Change	\$ 9.15	\$ 228.75	1 Year
3-Way 1123-2	25	\$ 3.49	\$ 87.25	30 Days	\$ 3.19	\$ 79.75	Subject to Change	\$ 13.53	\$ 338.25	1 Year
Duplex Recep. R15-I	50	\$ 1.33	\$ 66.50	30 Days	\$ 1.59	\$ 79.50	Subject to Change	\$ 12.33	\$ 616.50	1 Year
Duplex Re-cep-tacle 5362I	50	\$ 4.11	\$ 205.50	30 Days	\$ 1.69	\$ 84.50	Subject to Change	\$ 11.40	\$ 570.00	1 Year
1447 Woodhead Male Cord End	20	\$ 10.84	\$ 216.80	30 Days	\$ 12.28	\$ 245.60	Subject to Change	\$ 13.75	\$ 275.00	1 Year
1547 Woodhead Female Cord End	20	\$ 19.11	\$ 382.20	30 Days	\$ 21.65	\$ 433.00	Subject to Change	\$ 23.48	\$ 469.60	1 Year

	Graybar Electric Company Inc				The Kendall Group			Wesco Distribution		
	QTY. EACH	UNIT COST	TOTAL	LENGTH OF HOLD	UNIT COST	TOTAL	LENGTH OF HOLD	UNIT COST	TOTAL	LENGTH OF HOLD
GROUP IX - J BOXES										
4" square	50	\$ 1.41	\$ 70.48	30 Days	\$ 1.19	\$ 59.50	Subject to Change	\$ 1.55	\$ 77.50	1 Year
4-11/15" square	50	\$ 2.43	\$ 121.78	30 Days	\$ 4.00	\$ 200.00	Subject to Change	\$ 9.75	\$ 487.50	1 Year
4 " octagon	50	\$ 0.85	\$ 42.57	30 Days	\$ 1.45	\$ 72.50	Subject to Change	\$ 2.35	\$ 117.50	1 Year
3/4" KNOCK OUT SIZE										
4" square	50	\$ 0.95	\$ 47.30	30 Days			Subject to Change	\$ 1.55	\$ 77.50	1 Year
4-11/16" square	50	\$ 3.99	\$ 199.84	30 Days			Subject to Change	\$ 9.75	\$ 487.50	1 Year
4" octagon	50	\$ 1.75	\$ 87.50	30 Days	\$ 2.34	\$ 117.00	Subject to Change	\$ 2.55	\$ 127.50	1 Year
GROUP X - COVERS										
4" square	20	\$ 0.38	\$ 7.64	30 Days	\$ 0.60	\$ 12.00	Subject to Change	\$ 0.65	\$ 13.00	1 Year
4-11/16" square	20	\$ 0.57	\$ 11.41	30 Days	\$ 1.14	\$ 22.80	Subject to Change	\$ 0.65	\$ 13.00	1 Year
4 " octagon	20	\$ 0.50	\$ 10.03	30 Days	\$ 0.61	\$ 12.20	Subject to Change	\$ 0.65	\$ 13.00	1 Year
GROUP XI - CONDUIT										
1/2"	100	\$ 1.41	\$ 140.95	1 Week	\$ 174.90	\$ 174.90	Updated Weekly	\$ 120.33	\$ 120.33	1 Year
3/4"	100	\$ 1.66	\$ 166.65	1 Week	\$ 174.90	\$ 206.00	Updated Weekly	\$ 150.67	\$ 150.67	1 Year
1"	100	\$ 2.55	\$ 255.41	1 Week	\$ 174.90	\$ 316.50	Updated Weekly	\$ 221.66	\$ 221.66	1 Year
PVC COATED RIGID STEEL:										
1/2"	100	\$ 6.43	\$ 643.34	1 Week	\$ 765.20	\$ 765.20	Updated Weekly	\$ 950.00	\$ 950.00	Not 1 Year
3/4"	100	\$ 7.45	\$ 745.61	1 Week	\$ 886.90	\$ 886.90	Updated Weekly	\$ 1,531.00	\$ 1,531.00	Not 1 Year
1"	100	\$ 9.65	\$ 965.29	1 Week	\$ 1,148.10	\$ 1,148.10	Updated Weekly	\$ 1,623.00	\$ 1,623.00	Not 1 Year
EMT										
1/2"	100	\$ 0.50	\$ 50.09	1 Week	\$ 60.70	\$ 60.70	Updated Weekly	\$ 41.85	\$ 41.85	Not 1 Year
3/4"	100	\$ 0.88	\$ 88.42	1 Week	\$ 107.60	\$ 107.60	Updated Weekly	\$ 72.23	\$ 72.23	Not 1 Year
1"	100	\$ 1.52	\$ 151.65	1 Week	\$ 185.40	\$ 185.40	Updated Weekly	\$ 127.84	\$ 127.84	Not 1 Year
LB (APPLETON):										
1/2"	10	\$ 5.02	\$ 50.22	30 Days	\$ 7.02	\$ 70.20	Subject to Change	\$ 5.40	\$ 54.00	1 Year
3/4"	10	\$ 6.30	\$ 63.09	30 Days	\$ 8.44	\$ 84.40	Subject to Change	\$ 6.14	\$ 61.40	1 Year
1"	10	\$ 9.16	\$ 91.60	30 Days	\$ 12.63	\$ 126.30	Subject to Change	\$ 9.67	\$ 96.70	1 Year
"T" LB (APPLETON):										
1/2"	10	\$ 5.91	\$ 59.07	30 Days	\$ 8.78	\$ 87.80	Subject to Change	\$ 6.82	\$ 68.20	1 Year
3/4"	10	\$ 7.37	\$ 73.67	30 Days	\$ 10.55	\$ 105.50	Subject to Change	\$ 8.82	\$ 88.20	1 Year
1"	10	\$ 10.72	\$ 107.22	30 Days	\$ 15.82	\$ 158.20	Subject to Change	\$ 12.18	\$ 121.80	1 Year
"C" CONDULET (APP-LET-ON):										
1/2"	10	\$ 5.02	\$ 50.22	30 Days	\$ 7.02	\$ 70.20	Subject to Change	\$ 5.40	\$ 54.00	1 Year
3/4"	10	\$ 6.30	\$ 63.09	30 Days	\$ 8.44	\$ 84.40	Subject to Change	\$ 8.54	\$ 85.40	1 Year
1"	10	\$ 9.16	\$ 91.60	30 Days	\$ 12.63	\$ 126.30	Subject to Change	\$ 8.76	\$ 87.60	1 Year
1 HOLE STRAP										
1/2"	25	\$ 0.25	\$ 6.22	30 Days	\$ 0.27	\$ 6.75	Subject to Change	\$ 6.63	\$ 1.67	1 Year
3/4"	25	\$ 0.29	\$ 7.38	30 Days	\$ 0.32	\$ 8.00	Subject to Change	\$ 9.87	\$ 2.47	1 Year
1"	25	\$ 0.36	\$ 8.96	30 Days	\$ 0.39	\$ 9.75	Subject to Change	\$ 16.70	\$ 4.18	1 Year
EMT CONNECTORS (ST-EEL)										
1/2"	25	\$ 0.13	\$ 3.36	30 Days	\$ 0.22	\$ 5.50	Subject to Change	\$ 14.07	\$ 3.52	1 Year
3/4"	25	\$ 0.23	\$ 5.75	30 Days	\$ 0.35	\$ 8.75	Subject to Change	\$ 22.95	\$ 5.74	1 Year
1"	25	\$ 0.39	\$ 9.67	30 Days	\$ 0.59	\$ 14.75	Subject to Change	\$ 37.09	\$ 9.27	1 Year
CONDUIT NONMETAL-LIC RIGID										
1/2" Conduit	100	\$ 1.02	\$ 102.64	1 Week	\$ 108.00	\$ 108.00	Updated Weekly	\$ 190.72	\$ 190.72	Not 1 Year
3/4" Conduit	100	\$ 1.40	\$ 140.07	1 Week	\$ 147.40	\$ 147.40	Updated Weekly	\$ 192.84	\$ 192.84	Not 1 Year
1" Conduit	100	\$ 1.94	\$ 194.00	1 Week	\$ 201.90	\$ 201.90	Updated Weekly	\$ 316.70	\$ 316.70	Not 1 Year
1/2" Coupling	10	\$ 0.14	\$ 1.43	1 Week	\$ 0.18	\$ 1.80	Subject to Change	\$ 2.21	\$ 22.10	Not 1 Year
3/4" Coupling	10	\$ 0.18	\$ 1.76	1 Week	\$ 0.16	\$ 1.60	Subject to Change	\$ 2.38	\$ 23.80	Not 1 Year
1" Coupling	10	\$ 0.27	\$ 2.71	1 Week	\$ 0.25	\$ 2.50	Subject to Change	\$ 3.07	\$ 30.70	Not 1 Year

	Graybar Electric Company Inc				The Kendall Group			Wesco Distribution		
	QTY. EACH	UNIT COST	TOTAL	LENGTH OF HOLD	UNIT COST	TOTAL	LENGTH OF HOLD	UNIT COST	TOTAL	LENGTH OF HOLD
1/2" 90° Elbow	10	\$ 0.80	\$ 8.04	1 Week	\$ 0.65	\$ 6.50	Subject to Change	\$ 6.44	\$ 64.40	Not 1 Year
3/4" 90° Elbow	10	\$ 0.90	\$ 9.01	1 Week	\$ 0.76	\$ 7.60	Subject to Change	\$ 6.56	\$ 65.60	Not 1 Year
1" 90° Elbow	10	\$ 1.40	\$ 14.05	1 Week	\$ 1.14	\$ 11.40	Subject to Change	\$ 9.55	\$ 95.50	Not 1 Year
EMT COUPLING (STEEL):										
1/2"	100	\$ 0.18	\$ 4.56	30 Days	\$ 1.99	\$ 199.00	Subject to Change	\$ 17.71	\$ 17.71	1 Year
3/4"	100	\$ 0.28	\$ 7.08	30 Days	\$ 2.39	\$ 239.00	Subject to Change	\$ 28.77	\$ 28.77	1 Year
1"	100	\$ 0.44	\$ 11.05	30 Days	\$ 3.44	\$ 344.00	Subject to Change	\$ 41.21	\$ 41.21	1 Year
GROUP XII - MINERLAC (NO SUBSTITUTIONS)										
0 - Size	200	\$ 0.52	\$ 103.60	30 Days	\$ 0.43	\$ 86.00	Subject to Change	\$ 37.10	\$ 74.20	1 Year
1 - Size	200	\$ 0.59	\$ 119.92	30 Days	\$ 0.50	\$ 100.00	Subject to Change	\$ 48.23	\$ 96.46	1 Year
2 - Size	200	\$ 0.70	\$ 140.24	30 Days	\$ 0.59	\$ 118.00	Subject to Change	\$ 61.16	\$ 122.32	1 Year
GROUP XIII - STRUT (B-LINE PART NUMBERS FOR REFERENCE ONLY) - GALVANIZED (PLATED)										
1-5/8"B22SH	300	\$ 3.46	\$ 1,038.84	1 Week	\$ 33.42	\$ 1,002.60	Subject to Change	\$ 973.08	\$ 2,919.24	Not 1 Year
1-5/8" B140	20	\$ 3.29	\$ 65.88	1 Week	\$ 4.72	\$ 94.40	Subject to Change	\$ 399.67	\$ 79.93	Not 1 Year
1-5/8" B133	20	\$ 5.08	\$ 101.72	1 Week	\$ 7.03	\$ 140.60	Subject to Change	\$ 549.12	\$ 109.82	Not 1 Year
1-5/8" B202	20	\$ 2.77	\$ 27.79	1 Week	\$ 1.17	\$ 23.40	Subject to Change	\$ 116.54	\$ 23.31	Not 1 Year
1-5/8" B7-6622	20	\$ 12.22	\$ 244.49	1 Week	\$ 34.09	\$ 681.80	Subject to Change	\$ 1,311.12	\$ 262.22	Not 1 Year
1-5/8" B4-4122	20	\$ 1.78	\$ 35.79	1 Week	\$ 7.44	\$ 148.80	Subject to Change	\$ 1,392.12	\$ 278.40	Not 1 Year
GROUP XIV - MISCELLANEOUS ITEMS (PANDUIT, SCOTCH, 3M, ADVANCE)										
Small Sticky Pads ABM2S-A-C	100	\$ 0.51	\$ 51.06	1 Week	\$ 67.21	\$ 67.21	Subject to Change	\$ 101.54	\$ 101.54	1 Year
Large Sticky Pads ABM4H-A-L	100	\$ 1.12	\$ 112.48	1 Week	\$ 90.15	\$ 180.30	Subject to Change	\$ 182.44	\$ 182.44	1 Year
Small Wire Ties PLT1-5M-M	100	\$ 0.044	\$ 4.38	1 Week	\$ 8.24	\$ 8.24	Subject to Change	\$ 46.73	\$ 46.72	1 Year
Medium Wire Ties PLT1-5I-M	100	\$ 0.043	\$ 43.33	1 Week	\$ 8.17	\$ 8.17	Subject to Change	\$ 43.46	\$ 43.46	1 Year
Large Wire Ties PLT-3S-CB	100	\$ 0.186	\$ 18.66	1 Week	\$ 27.16	\$ 27.16	Subject to Change	\$ 42.10	\$ 42.10	1 Year
#33 Black Tape	20	\$ 6.34	\$ 126.80	30 Days	\$ 6.33	\$ 126.60	Subject to Change	\$ 4.95	\$ 99.00	Not 1 Year
#35 Red Tape	20	\$ 5.91	\$ 118.20	30 Days	\$ 5.92	\$ 118.40	Subject to Change	\$ 4.95	\$ 99.00	Not 1 Year
#14 AWG Black THHN Wire	1000	\$ 0.099	\$ 99.13	1 Week	\$ 54.49	\$ 108.98	Updated Weekly	\$ 0.11	\$ 110.00	Not 1 Year
#12 AWG Black THHN Wire	1000	\$ 0.15	\$ 146.51	1 Week	\$ 80.52	\$ 161.04	Updated Weekly	\$ 0.17	\$ 170.00	Not 1 Year
#10 AWG Black THHN Wire	1000	\$ 0.22	\$ 224.02	1 Week	\$ 123.14	\$ 246.28	Updated Weekly	\$ 0.26	\$ 260.00	Not 1 Year
#14 AWG Green MTW Wire	1000	\$ 0.12	\$ 118.38	1 Week	\$ 90.62	\$ 181.24	Updated Weekly	\$ 0.12	\$ 120.00	Not 1 Year
#12 AWG Black MTW Wire	500	\$ 0.18	\$ 91.43	1 Week	\$ 125.04	\$ 250.08	Updated Weekly	\$ 0.19	\$ 47.50	Not 1 Year
#10 AWG Black MTW Wire	500	\$ 0.29	\$ 142.63	1 Week	\$ 193.77	\$ 387.58	Updated Weekly	\$ 0.19	\$ 67.50	Not 1 Year
4-pair CAT-6 #24 AWG	1000	\$ 0.49	\$ 488.24	1 Week	\$ 374.19	\$ 374.19	Updated Weekly	\$ 0.49	\$ 490.00	Not 1 Year
2 Conductor #18 AWG Shielded Wire	1000	\$ 0.17	\$ 169.45	1 Week	\$ 178.54	\$ 178.54	Updated Weekly	\$ 0.14	\$ 140.00	Not 1 Year
2 Conductor #18 AWG Shielded Wire	250	\$ 0.17	\$ 169.45	1 Week	\$ 178.54	\$ 44.60	Updated Weekly	\$ 0.15	\$ 37.50	Not 1 Year
#14/3 SJ Cord	250	\$ 0.82	\$ 204.88	1 Week	\$ 224.87	\$ 224.87	Updated Weekly	\$ 0.88	\$ 219.75	Not 1 Year
GROUP XV - PVC CONDUIT										
Conduit, PVC Sch 40, 1/2"	100	\$ 0.67	\$ 67.11	1 Week	\$ 7.06	\$ 70.63	Updated Weekly	\$ 60.51	\$ 60.51	Not 1 Year
Conduit, PVC Sch 40, 3/4"	100	\$ 0.81	\$ 80.61	1 Week	\$ 8.48	\$ 84.84	Updated Weekly	\$ 72.70	\$ 72.70	Not 1 Year
Conduit, PVC Sch 40, 1"	100	\$ 1.18	\$ 117.65	1 Week	\$ 12.38	\$ 123.82	Updated Weekly	\$ 103.79	\$ 103.79	Not 1 Year
Conduit, PVC Sch 40, 1-1/4"	100	\$ 1.69	\$ 169.42	1 Week	\$ 17.83	\$ 178.31	Updated Weekly	\$ 152.77	\$ 152.77	Not 1 Year
Conduit, PVC Sch 40, 1-1/2"	100	\$ 1.96	\$ 196.44	1 Week	\$ 20.67	\$ 206.75	Updated Weekly	\$ 177.13	\$ 177.13	Not 1 Year
Conduit, PVC Sch 40, 2"	100	\$ 2.45	\$ 245.00	1 Week	\$ 25.79	\$ 257.86	Updated Weekly	\$ 218.49	\$ 218.49	Not 1 Year
Conduit, PVC Sch 40, 3"	100	\$ 4.69	\$ 469.04	1 Week	\$ 49.37	\$ 493.66	Updated Weekly	\$ 427.70	\$ 427.70	Not 1 Year

ELECTRICAL SUPPLIES CONTRACT

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

Recitals

City requested bids/proposals for the **ELECTRICAL SUPPLIES** 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 6, 2023, 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:

Graybar Electric Company Inc.

LEGAL NAME OF COMPANY

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

Corporation

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

2204 Turner Ave NW

STREET ADDRESS

<u>Walker</u>	<u>MI</u>	<u>49504</u>
<small>CITY</small>	<small>STATE</small>	<small>ZIP CODE</small>

"Effective Date" means the day after the date that (i) the Contract is approved by the City Council and (ii) 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:

1. Contractor will provide the materials and services in accordance with the Contract Documents.
2. City will pay the Contractor in accordance with the Contract Documents.
3. 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: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____

Approved as to form:



Scott G. Smith, City Attorney

Contractor

By: 

Signature for Contractor

Robert P Tadych Area Manager

Printed Name & Title of Person Signing

Date signed: 6/27/23

