

AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
TUESDAY, SEPTEMBER 5, 2023, 7:00 P.M.

- 1) Call to Order**
- 2) Invocation** – Heather Dood, Grace Reformed Church
If you wish and are able, please stand for the invocation. The Pledge of Allegiance will immediately follow the invocation.
- 3) Pledge of Allegiance**
- 4) Roll Call**
- 5) Student Recognition**
- 6) Approval of Minutes**
From the August 21, 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.
 - a) To Set a Public Hearing for the Approval of an Application for an Industrial Facilities Exemption Certificate for Okra Automation in the City of Wyoming (September 18, 2023 at 7:01 p.m.)
- 15) Resolutions**

b) To Establish the Polling Place for Precinct 16 and Precinct 17 in the City of Wyoming, Kent County, Michigan

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

- c) To Concur with Entering into an Agreement for an Emergency Cybersecurity Incident Response
- d) To Purchase K9s, To Accept Donations for the Purchase, and to Express Appreciation for the Donations (Budget Amendment No. 24)
- e) To Authorize the Purchase and Licensing of Tasers
- f) To Accept an Agreement from National Hose Testing Specialties, Inc. for Testing and Certification of the City Fire Hoses, Ladders, and Aerial Devices
- g) To Award a Bid for the Building Addition and Renovation Project for Fire Stations
- h) To Approve Change Order Number One for the Public Works Salt Dome Conveyor Project (Budget Amendment No. 23)
- i) To Authorize the Purchase of Vehicles and Equipment
- j) To Authorize M & M Pavement Marking to Perform the Annual Pavement Markings for 2023
- k) To Concur with the Emergency Repair of a 36” Storm Sewer (Budget Amendment No. 22)
- l) To Authorize the Purchase of Hydrofluorosilicic Acid (Fluoride)
- m) To Purchase a Pulsafeeder Pump
- n) To Accept a Proposal for the Confined Space Safety Upgrades at the Clean Water Plant
- o) To Accept a Quotation for Repair of One Pump at the Water Treatment Plant
- p) For Award of Bids
 - 1. Masonry Restoration

17) Ordinances

- 10-23 To Amend Section 90-515 of the Code of Ordinances by Adding Subsection (139) to Rezone 804 and 810 Kenneth Street SW from B-1 Local Business to R-2 Residential (Final Reading)
- 11-23 To Amend Section 90-515 of the Code of Ordinances by Adding Subsection (140) to Rezone 2929 Burlingame Avenue SW from B-2 Local Business to FBC-CS Form Based Code Corridor Sub-Urban (Final Reading)

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.

09.05.23
City Manager/JS

RESOLUTION NO. _____

RESOLUTION TO SET A PUBLIC HEARING FOR THE APPROVAL OF AN
APPLICATION FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FOR
ORKA AUTOMATION
IN THE CITY OF WYOMING

WHEREAS:

1. The City established Industrial Development District 304, under Act 198, Public Acts of 1974, as amended, by adopting Resolution Number 27813 on August 21, 2023.
2. Orka Automation has filed an application for an Industrial Facilities Exemption Certificate under Act 198 with respect to their facility located within Industrial Development District 304, with an estimated cost of \$922,000.00 for real property to be located at 2630 Remico Street SW, Wyoming, Michigan.
3. Act 198 requires the City to hold a public hearing on the approval of this application.

NOW, THEREFORE, BE IT RESOLVED:

1. A public hearing on whether to approve the application by Orka Automation, for an Industrial Facilities Exemption Certificate shall be held at 7:01 p.m. on Monday, September 18, 2023 in the City Council Chambers, City Hall, 1155 28th Street SW, Wyoming, Michigan.
2. Notice of this hearing shall be given to the applicant, the City Assessor, and a representative of each affected taxing unit, and shall be posted in City Hall.

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 September 5, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENT(s): Staff Report
 Exhibit A – Legal Description

Resolution No. _____

STAFF REPORT

Date: August 29, 2023
Subjects: Orka Automation - 2630 Remico St. SW, Wyoming Request for an Industrial Facilities Tax Abatement (IFT)
From: Jennifer Stowell, Administrative Assistant to the City Manager
CC: Nicole Hofert, Community & Economic Development Director
Meeting Date: September 18, 2023, Public Hearing

RECOMMENDATION:

Staff recommends a twelve (12) year IFT abatement be granted to Orka Automation and Component Engineering based on the City of Wyoming’s Economic Development Policy.

COMMUNITY, SAFETY, STEWARDSHIP:

Orka Automation has proven to be responsible and cooperative in their efforts to be environmentally responsible. Furthermore, approval of the expansion on this industrial site is consistent with the City’s Land Use Plan.

Approval of this application will help retain and expand a local industrial company, encourage continued investment by Orka Automation, and provide additional employment opportunities to the area.

DISCUSSION:

Orka Automation and Component Engineering has conducted business in the City of Wyoming for 23 years and is requesting the approval of an Industrial Facilities Exemption Certificate. Staff has reviewed the IFT application, which is summarized below by facility:

Address of project:	2630 Remico St SW, Wyoming
Personal Property:	\$ 0.00
Real Property:	\$ 922,000.00

Estimated Jobs:	25 new jobs over the next three years 36 jobs retained
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Starting date of project: November 2023

Orka Automation has done business in Wyoming for 5 years as a manufacturer of automation and quality inspection equipment. Orka Automation has proposed an expansion of 10,000 square feet of manufacturing space at their current 12,000 square foot facility at 2630 Remico. The proposed addition was approved by Planning Commission in October 2021. Council approved the creation of an Industrial Development District (IDD) at its August 21, 2023, council meeting.

Following completion of the expansion, Orka will consolidate the operations of Orka Automation and Component Engineering (of 1740 Chicago Drive, Wyoming, MI 49519, who has done business in Wyoming for 23 years). Together, they employ 36 people. Over the next three years, they project they will be adding an additional 25 employees beyond that, subject to economic conditions. MEDC has offered a

business incentive package to help achieve that number and are asking for the city council to approve a PA 198 tax abatement as well.

Orka Automation and Component Engineering's total investment in renovations and the building is approximately \$2 million. They also plan on adding another \$250,000 in additional renovations and machinery and equipment over the next 3 years.

2630 REMICO ST SW WYOMING, MI 49519 (Property Address)

Parcel Number: 41-17-16-251-020 Account Number: 507019001

Property Owner: SQUIRRELTRONIC HOLDINGS LLC

Summary Information

- > Commercial/Industrial Building Summary
 - Yr Built: 1984
 - # of Buildings: 1
 - Total Sq.Ft.: 11,619
- > Assessed Value: \$333,300 | Taxable Value: \$333,300
- > 16 Building Department records found
- > Property Tax information found
- > Utility Billing information found

Item 1 of 3 [2 Images / 1 Sketch](#)

Important Messages

Lien Search for additional liens by contacting the Kent County Register of Deeds at 616-632-7610

For zoning information, please contact the City of Wyoming at (616)530-7258.

Owner and Taxpayer Information

Owner	SQUIRRELTRONIC HOLDINGS LLC 2630 REMICO ST SW WYOMING, MI 49519	Taxpayer	SEE OWNER INFORMATION
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General Information for Tax Year 2023

Property Class	201 COMMERCIAL-IMPROVED	Unit	93 City of Wyoming
School District	WYOMING PUBLIC SCHOOLS	Assessed Value	\$333,300
Map #	I	Taxable Value	\$333,300
AV NOTICE	0	State Equalized Value	\$333,300
SPEC ACT	<i>Not Available</i>	Date of Last Name Change	12/07/2022
PENDING BOR	<i>Not Available</i>	Notes	<i>Not Available</i>
Historical District	<i>Not Available</i>	Census Block Group	<i>Not Available</i>
SPLIT	<i>Not Available</i>	Exemption	<i>No Data to Display</i>

Principal Residence Exemption Information

Homestead Date *No Data to Display*

Principal Residence Exemption	June 1st	Final
2023	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2022	\$312,000	\$312,000	\$210,734
2021	\$279,000	\$279,000	\$204,002
2020	\$266,700	\$266,700	\$201,186

Land Information

Zoning Code	<i>Not Available</i>	Total Acres	2.397
Land Value	\$193,200	Land Improvements	\$31,601
Renaissance Zone	No	Renaissance Zone Expiration Date	<i>No Data to Display</i>
ECF Neighborhood	I_SOUTH OF 28TH	Mortgage Code	00999
Lot Dimensions/Comments	<i>No Data to Display</i>	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		

By continuing to use this website you agree to the [BS&A Online Terms of Use](#). **Frontage: 0.00 ft** **Average Depth: 0.00 ft**

Legal Description

LOT 59 GRAND RAPIDS GRAVEL CO INDUSTRIAL PARK #3

Land Division Act Information

Date of Last Split/Combine	<i>No Data to Display</i>	Number of Splits Left	0
Date Form Filed	<i>No Data to Display</i>	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	<i>Not Available</i>
Split Number	0	Courtesy Split	<i>Not Available</i>
Parent Parcel	<i>No Data to Display</i>		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
11/30/2022	\$750,000.00	WD	DEVELOPMENT REALTY LIMITED PARTNERS	SQUIRRELTRONIC HOLDINGS LLC	03-ARM'S LENGTH	20221202-0090162

Building Information - 11619 sq ft Warehouses - Storage (Commercial)

Floor Area	11,619 sq ft	Estimated TCV	<i>Not Available</i>
Occupancy	Warehouses - Storage	Class	C
Stories Above Ground	1	Average Story Height	18 ft
Basement Wall Height	<i>Not Available</i>	Identical Units	<i>Not Available</i>
Year Built	1984	Year Remodeled	<i>No Data to Display</i>
Percent Complete	100%	Heat	Space Heaters, Gas with Fan
Physical Percent Good	52%	Functional Percent Good	100%
Economic Percent Good	100%	Effective Age	29 yrs

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RESOLUTION NO. _____

RESOLUTION TO ESTABLISH THE POLLING PLACE FOR PRECINCT 16 AND
PRECINCT 17 IN THE CITY OF WYOMING, KENT COUNTY, MICHIGAN

WHEREAS:

1. State law requires the legislative body of each city to designate and prescribe the place or places of holding an election in the city.
2. The current polling locations for Precinct 16 and Precinct 17 is Wyoming Harbor Church.
3. An ownership change at this facility has prompted new requests to costs and facility use that cannot be supported.
4. The City Clerk recommends that Precinct 16 and Precinct 17 be relocated to the Wyoming Moose Lodge #763, located at 2630 Burlingame Ave SW, as this building meets ownership and accessibility standards and is of suitable size and location to serve the voters of Precinct 16 and Precinct 17.

NOW, THEREFORE, BE IT RESOLVED:

1. The polling location for Precinct 16 and Precinct 17 shall be established at the Wyoming Moose Lodge #763, 2630 Burlingame Ave SW.
2. The polling location for Precinct 16 and Precinct 17 shall be effective for the November 7, 2023 election and thereafter, unless changed by a future resolution of the City Council.
3. The City Clerk shall notify the Secretary of State of the State of Michigan, the Kent County Clerk, and, in accordance with State law, all affected voters of the new precincts and polling locations established.

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 September 5, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH ENTERING INTO AN AGREEMENT
FOR AN EMERGENCY CYBERSECURITY INCIDENT RESPONSE

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council concur with entering into an agreement for an emergency cybersecurity incident response and authorize payment to Sentinel Technologies, Inc. in the total amount of \$17,456.25.
2. Funds are available in account number 101-258-25800-801.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council concurs with entering into an agreement for an emergency cybersecurity incident response and authorizes payment to Sentinel Technologies, Inc.

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 September 5, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract

Invoice

Resolution No. _____

STAFF REPORT

Date: August 28, 2023
Subject: Emergency Cybersecurity Incident Response
From: Paul Gerndt, Director of Information Technology
Meeting Date: September 5, 2023

RECOMMENDATION:

It is recommended City Council approve payment to Sentinel Technologies for an emergency cybersecurity incident response (IR), in the amount of \$17,456.25.

COMMUNITY, SAFETY, STEWARDSHIP:

Prompt response to a cybersecurity incident including forensic analysis of the event is necessary to ensure complete mitigation of the threat. In addition, professional analyses may identify evidence of data loss or additional involvement beyond the obvious. These measures and the resulting reports minimize loss and inform decision-making processes related to regulatory notifications, recovery procedures, and corrective actions.

DISCUSSION:

On August 3, 2023, the City experienced a cybersecurity event resulting from a malicious file that was downloaded from the internet. The Information Technology Department received an automatic notification from its end-point detection and remediation (EDR) platform. Staff activated the city's incident response plan, quickly shutting down the infection and isolating the infected computer from the network. Out of an abundance of caution and due to the nature of the infection, a trusted security partner, Sentinel Technologies was engaged to determine if and to what extent any data was breached and if other computers were affected.

Sentinel's IR team was granted secure remote access into the city's network to conduct forensic analyses, collect evidence of the infection, and monitor systems for further involvement over the weekend. Sentinel's rapid and thorough investigation did not turn up additional involvement nor loss of data.

Sentinel's billable rate for non-retainer incident response is \$475 per hour, as outlined in the company's Fortis ActiveRecovery® Digital Forensics, Incident Response & Recovery Services agreement.

BUDGET IMPACT:

Sufficient funds exist in the General fund Information Technology professional services account (101-258-25800-801.000).

Enclosures: Contract
Invoice

APPENDIX A

Customer Name: City Of Wyoming

Street Address: 1155 28th St Sw

City, State, Zip: Wyoming, MI 49509-2825

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City Of Wyoming (Customer) with principal offices at 1155 28th St Sw, Wyoming, MI 49509-2825 is hereby appended to include the following:

Commencement Date 8/3/2023 Agreement No. Addendum No.

Fortis ActiveRecovery® Digital Forensics, Incident Response & Recovery

Fortis™ by Sentinel's Incident Response team will use best efforts, pursuant to Fortis™ by Sentinel's Digital Forensics, Incident Response & Recovery pricing noted herein, in addressing the Incident.

Fortis™ by Sentinel's Incident Response Team will remain engaged until Customer expressly declares and acknowledges in writing that its normal state of operation has been restored.

Digital Forensics, Incident Response & Recovery Services

Fortis™ by Sentinel will provide Digital Forensics, Incident Response & Recovery resources to perform services related to the incident remotely or begin deploying on-site within 24 hours upon receipt of written request, barring travel restrictions. The Incident Response resources will work with the customer to perform the following services subject to applicable technology fees, as needed:

- Crisis management services including task ownership assignment and tracking across internal and third-party resources.
- Deployment of and support for Fortis™ by Sentinel's, or third-party, triage tools, if necessary.
- Deployment of next generation defense tools including Endpoint Detection & Response (EDR), Multi-Factor Authentication (MFA), DNS & Network Security and others as necessary using authorized licensing available to Customer.
- Sweeping and forensics analysis to plan an appropriate remediation strategy.
- Provide actionable guidance to quarantine or isolate active threats and/or threat actors.
- Perform the short-term and long-term containment and post-incident activities as necessary to contain and remediate the incident.
- Tenant provisioning and execution of external vulnerability scans to aid triage and remediation through critical vulnerability identification.
- Investigate and analyze telemetry from the remediation tools, data from sweeping, and available firewall, flow, proxy, and email logs, as relevant, to understand the root cause, scope, and impact.
- Forensically sound disk level or artifact level forensics on endpoint systems, as necessary.
- Forensically copy and analyze mailbox level artifacts on accounts, as necessary.
- Sandbox analysis of malware, scripts, and files as deemed necessary by Fortis™ by Sentinel.
- Evaluate mail systems to identify potential backdoor access, applications, and connectors affiliated with Threat Actor (TA) activity.
- Perform a physical firewall port configuration review and cleanup to ensure appropriate configurations are in place and secure. Validate and confirm firewall rules which expose internal servers to the internet. Reduce exposed ports to the essential minimum.
- Review global configurations associated with any of the following services or methodologies in use, and commonly targeted by Threat Actors (TA) to ensure their integrity:
 - Active Directory, DNS, DHCP & Certificate Services
 - Group Policy Objects



- Microsoft System Center Configuration Manager (SCCM), Windows Server Update Services (WSUS) and/or Deployment & Patch Management Tools
- EDR/Antivirus Tools
- Data Loss Prevention Systems
- Remote Management & Monitoring (RMM) & Remote Access (RA) Tools
- Login, Deployment, Logoff, or Automation Scripts
- VPN Services
- End User Remote Access Systems (e.g., Citrix, VMware Horizon, Microsoft RDP)
- Monitor the environment throughout the engagement to ensure the overall health of the environment and provide endpoint isolation services, where supported with the tools and systems deployed.
- Perform decryption tasks should a decryption tool be made available including backup and testing of data prior to production decryption.
- Recovery from backup, rebuilding, or restoration of critical business systems, as necessary.
- Perform additional immediate containment, remediation, or recovery actions as advised and requested by Customer.
- Status reporting including, upon request, an incident investigation report.

Imaging or re-installation of desktops and laptops; to include provisioning an imaging server, is explicitly out of scope and requires a separate engagement or change request.

Digital Forensics, Incident Response & Recovery Service Level Agreement (SLA)

Customer acknowledges that, due to the often complex and unpredictable nature of such Incidents, there is no guarantee that Fortis™ by Sentinel will be able to provide root cause, scope, and/or impact, that all systems/services can be recovered and agrees to hold Sentinel Technologies, Inc. harmless from any damages that result from its handling of any such Incident, besides damages arising from any willful misconduct.

Digital Forensics, Incident Response & Recovery Deliverables

The following Deliverables may be produced during this engagement, as requested:

- Status Reporting. Regular status reporting that summarizes the activities completed, critical issues, remediation guidance, and findings. Status reporting will be provided via virtual meetings (e.g., WebEx or Microsoft Teams) and will be limited, where required, to parties under privilege.
- Incident Investigation Report. Upon request, Fortis™ by Sentinel will provide an Incident Investigation Report summarizing the activities taken, analysis details, and forensic findings.
- Vulnerability Scan Results. Fortis™ by Sentinel will provide a report summarizing the findings of the external vulnerability scanning and remediation recommendations.
- Intelligence reports, presentations, forms, questionnaires, threat specific remediation materials, or any other written information are considered Fortis™ by Sentinel's Intellectual Property and are not Deliverables under this engagement.

Digital Forensics, Incident Response & Recovery Services Pricing Details

All work performed under the Digital Forensics, Incident Response & Recovery Services is on a time and materials basis at the rate of \$475.00 per hour.

Digital Forensics, Incident Response & Recovery Tools & Systems

Fortis™ by Sentinel may utilize an assortment of technologies and tools during the handling of the incident. Fortis™ by Sentinel will determine the technology that is required to support the services provided. Customer agrees to pay the technology fees from the date of installation. All fees associated with the use of the tools are invoiced monthly or annually as defined and charged to the nearest whole month. All fees are watermark calculated at the highest unit count during the billing period. It is the Customer's responsibility to ensure that units are removed from the services when no longer needed or online. The fees will be billed monthly or annually as noted below until notified



by the customer, via a case submission, of their desire to terminate or transition one or more of the tool services at the end of the current term. The technology fees are subject to change.

Customer acknowledges that Fortis™ by Sentinel can leverage existing technologies and tools installed in the Customer environment if it is determined by Fortis™ by Sentinel that the technology can support the requirements necessary to perform the services.

Cisco Secure Endpoint (AMP)

Unit Description	Price Per Unit Per Month
Up to 100 Endpoints	\$700
Up to 500 Endpoints	\$2,100
Up to 1,000 Endpoints	\$4,100
Up to 2,500 Endpoints	\$10,200
Up to 5,000 Endpoints	\$20,300
Up to 10,000 Endpoints	\$40,750
Additional Endpoints Beyond 10,000	\$4.10

Cisco Umbrella Security Advantage

Unit Description	Price Per Unit Per Month
Up to 100 Seats	\$550
Up to 500 Seats	\$2,000
Up to 1,000 Seats	\$2,900
Up to 2,500 Seats	\$7,100
Up to 5,000 Seats	\$13,800
Up to 10,000 Seats	\$27,000
Additional Seats Beyond 10,000	\$2.70

Illumio Zero Trust Network Segmentation

Unit Description	Price Per Unit Per Month
Up to 25 Servers	\$1,300
Up to 50 Servers	\$2,100
Up to 100 Servers	\$3,750
Up to 100 Endpoints (Requires Servers)	\$650
Up to 500 Endpoints (Requires Servers)	\$3,000
Up to 1,000 Endpoints (Requires Servers)	\$5,925
Up to 2,500 Endpoints (Requires Servers)	\$14,800
Additional Servers Beyond 100	\$34.90
Additional Endpoints Beyond 2,500	\$5.90

DUO Access Multi-Factor Authentication

Unit Description	Price Per Unit Per Month
Up to 100 Accounts	\$950
Up to 500 Accounts	\$3,825
Up to 1,000 Accounts	\$7,700
Up to 2,500 Accounts	\$19,100
Up to 5,000 Accounts	\$38,100
Up to 10,000 Accounts	\$75,800
Additional Accounts Beyond 10,000	\$7.57

Tenable Cloud Vulnerability Scanner

Unit Description	Price Per Unit Per Year
Up to 10 Assets	\$3,750
Up to 25 Assets	\$4,225
Up to 100 Assets	\$6,500
Up to 500 Assets	\$10,500
Up to 1,000 Assets	\$17,525
Up to 2,500 Assets	\$37,225
Up to 5,000+ Assets	\$69,600
Up to 10,000+ Assets	\$137,200
Additional Assets Beyond 10,000	\$13.71

ActiveDefense Security Operations Center EDR Monitoring, Alerting, & Isolation

JS



Unit Description	Price Per Unit Per Month
Up to 100 Endpoints	\$2100
Up to 500 Endpoints	\$2,750
Up to 1,000 Endpoints	\$3,200
Up to 2,500 Endpoints	\$4,750
Up to 5,000 Endpoints	\$6,225
Up to 10,000 Endpoints	\$9,225
Additional Endpoints Beyond 10,000	\$0.93

Evidence Storage

Unit Description	Price Per Unit Per Each
Portable USB 3.0 Evidence Drive	\$350
Domestic Drive Shipping (One Way)	\$125
International Drive Shipping (One Way)	\$250

On-Site Temporary Storage Server Appliance

Unit Description	Price Per Unit
Storage Server Appliance	\$500 Per Month
Domestic Appliance Shipping (One Way)	\$500 Per Appliance
International Appliance Shipping (One Way)	\$1000 Per Appliance

Digital Forensics, Incident Response & Recovery Terms & Conditions

Customer acknowledges that, failure to follow recommendations from the Fortis™ by Sentinel Incident Response team including, but not limited to password reset protocols, isolation protocols, perimeter hardening, systems imaging, or vulnerability remediation that leads to a secondary attack or infection will incur additional charges.

Expenses

- Travel time will be charged at a rate of \$300 per hour per individual.
- Customer shall be charged for all out-of-pocket expenses related to the provision of Services.
- Customer shall be charged mileage at the applicable IRS Standard Mileage Rate.
- Unless otherwise agreed upon by the Parties, the hourly rates shall be fixed for one hundred eighty (180) days from the date of document execution, after which point the rates will be subject to change through a new agreement executed between the Parties.

General Terms & Conditions

- Customer acknowledges that they are responsible for ensuring that any systems, backups, files, etc., that Fortis™ by Sentinel has been requested to modify or delete is no longer needed in the current state and that by requesting such; they authorize the modification or deletion of data.
- Customer acknowledges that Fortis™ by Sentinel uses cloud-based technologies and tools to perform these Services and agrees to the use of such tools.
- All fees are non-cancelable and non-refundable.
- All work will be performed without day and time restrictions.
- When Fortis™ by Sentinel Incident Responders are performing work at the Customer's location, Customer agrees to provide adequate working space for the personnel.
- Fortis™ by Sentinel may recommend trial licensed software or services. It is the Customer's responsibility to ensure that any software or service that exceeds the trial term is removed or licensed at the Customer's expense.
- Fortis™ by Sentinel's Services under this engagement are dependent on access and information provided by the Customer. Any delays caused by the Customer in providing access or information necessary to perform the Services may increase the scope and impact of the incident.
- As part of delivering the Services, Fortis™ by Sentinel may scan the Customer's network, systems, services, ports, and any other ingress points to identify vulnerabilities and their severity. This scanning may cause disruptions in service and could cause data loss. Fortis™ by Sentinel will take every precaution to prevent impacts to the Customer systems and the Customer represents and warrants that all systems on



the network or otherwise accessible during the penetration test have been backed up, and that any data loss or other damage caused by the penetration testing can be easily and quickly reversed.

- Customer represents and warrants that all information provided during the scope of this engagement is true, accurate.
- Customer agrees that they own or are authorized to represent the owners of all systems and networks described in connection with the Services.
- For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.
- Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.



Payment Terms

- If contracted through the Customer's cybersecurity insurance or legal representation with carrier approval or where Fortis™ by Sentinel is an approved panel vendor, invoices will be sent to Customer on a weekly basis, which shall include labor, materials, fees, and expenses from the prior week's services.
- If contracted through the Customer's cybersecurity insurance or legal representation without carrier approval, directly with the Customer, or where no cybersecurity insurance coverage is available a deposit of 50% is required, and further invoices will be sent to Customer on a weekly basis, which shall include labor, materials, fees, and expenses from the prior week's services.
- Customer is solely responsible for payment.
- Payment is due net thirty (30) days from invoicing.

In Witness whereof, the parties have executed this Services Agreement as of the 3rd day of August, 2023.

CUSTOMER:
City Of Wyoming

Signature: John Shay
John Shay (Aug 3, 2023 11:05 EDT)

Printed Name: John Shay

Title: City Manager

Date: Aug 3, 2023

CONTRACTOR:
Sentinel Technologies, Inc.

Signature: Edward Truesdale

Printed Name: Edward Truesdale

Title: EVP Of Operations

Date: Aug 3, 2023











App A IR City Of Wyoming Universal 2023-08-03

Final Audit Report

2023-08-03

Created:	2023-08-03
By:	Sentinel Annuity Management System (AMSeSignature@sentinel.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOKqSPgbogtIEFLRamfwXwy7iwcLeL1fi

"App A IR City Of Wyoming Universal 2023-08-03" History

-  Document created by Sentinel Annuity Management System (AMSeSignature@sentinel.com)
2023-08-03 - 1:42:41 PM GMT
-  Document emailed to paul.gerndt@wyomingmi.gov for signature
2023-08-03 - 1:42:51 PM GMT
-  Email viewed by paul.gerndt@wyomingmi.gov
2023-08-03 - 1:54:08 PM GMT
-  Document signing delegated to john.shay@wyomingmi.gov by paul.gerndt@wyomingmi.gov
2023-08-03 - 1:55:10 PM GMT
-  Document emailed to john.shay@wyomingmi.gov for signature
2023-08-03 - 1:55:10 PM GMT
-  Email viewed by john.shay@wyomingmi.gov
2023-08-03 - 3:03:05 PM GMT
-  Signer john.shay@wyomingmi.gov entered name at signing as John Shay
2023-08-03 - 3:05:03 PM GMT
-  Document e-signed by John Shay (john.shay@wyomingmi.gov)
Signature Date: 2023-08-03 - 3:05:06 PM GMT - Time Source: server
-  Document emailed to Bob Keblusek (rkebluse@sentinel.com), Brian Osborne (BOSborne@sentinel.com), Cassandra Taylor (ctaylor@sentinel.com), Dale Owens (DOWens@sentinel.com), and 9 more for signature. One of them to sign
2023-08-03 - 3:05:07 PM GMT
-  Email viewed by Edward Truesdale (ETruesda@sentinel.com)
2023-08-03 - 3:14:13 PM GMT

 Document e-signed by Edward Truesdale (ETruesda@sentinel.com)

Signature Date: 2023-08-03 - 3:14:55 PM GMT - Time Source: server

 Agreement completed.

2023-08-03 - 3:14:55 PM GMT



SENTINEL

Please remit to:
Sentinel Technologies, Inc.
 PO Box 85080
 Chicago, IL 60680-0851
 Tel 630-769-4300
 Fax 630-769-1399

Bill To: ATTENTION : ACCOUNTS PAYABLE CITY OF WYOMING PO BOX 905 WYOMING, MI 49509-0905	Customer# 06865-00	Services Performed At: 06865-01 CITY OF WYOMING 1155 28TH ST SW WYOMING, MI 49509-2825
------------------------------------------------------------------------------------------------------------	---------------------------	--------------------------------------------------------------------------------------------------------

Purchase Order	Invoice Date	Reference#	Contract Addendum	Sales Code	Invoice#
	08/18/2023	20-080323-4 93184		Corey Doll	P713597

Description of Services	PCR Reference
IR BASED OFF EMAILS RECEIVED FROM MS DEFENDER	

Part Number	Item Description	Qty	Unit Price	Ext Price
LABOR	JOFFS, TED DFIR: ANALYSIS OF IOCS 8/3/23 - 8/3/23	1.00	475.00	475.00
LABOR	CONWELL, SAMUEL R. IR COMMANDER, RESOURCE ALLOCATION AND SCHEDULING 8/3/23 - 8/3/23	9.25	475.00	4,393.75
LABOR	KOSTEN, BRYAN DFIR: FORENSICS COLLECTION 8/3/23 - 8/3/23	1.00	475.00	475.00
LABOR	KOSTEN, BRYAN DFIR: FORENSICS ANALYSIS 8/3/23 - 8/3/23	4.00	475.00	1,900.00
LABOR	HARDMAN, EZELL DFIR: FORENSICS COLLECTION 8/3/23 - 8/3/23	6.00	475.00	2,850.00
LABOR	RADLOFF, ADAM DEPLOYING VELO	3.00	475.00	1,425.00

Labor Terms: Net 30	Non-Labor Terms: Net 30
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SENTINEL

Please remit to:
 Sentinel Technologies, Inc.
 PO Box 85080
 Chicago, IL 60680-0851
 Tel 630-769-4300
 Fax 630-769-1399

Bill To: ATTENTION : ACCOUNTS PAYABLE CITY OF WYOMING PO BOX 905 WYOMING, MI 49509-0905	Customer# 06865-00	Services Performed At: 06865-01 CITY OF WYOMING 1155 28TH ST SW WYOMING, MI 49509-2825
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Purchase Order	Invoice Date	Reference#	Contract Addendum	Sales Code	Invoice#
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Description of Services	PCR Reference
IR BASED OFF EMAILS RECEIVED FROM MS DEFENDER	

Part Number	Item Description	Qty	Unit Price	Ext Price
	8/3/23 - 8/3/23			
LABOR	CONWELL, SAMUEL R. IR COMMANDER 8/6/23 - 8/6/23	4.00	475.00	1,900.00
LABOR	KOSTEN, BRYAN DFIR: REPORTING 8/7/23 - 8/7/23	1.50	475.00	712.50
LABOR	CONWELL, SAMUEL R. IR COMMANDER 8/7/23 - 8/7/23	6.00	475.00	2,850.00
LABOR	KOSTEN, BRYAN DFIR: MEETINGS 8/8/23 - 8/8/23	1.00	475.00	475.00
	Sub-Total			17,456.25
	Total Sales Tax			0.00
	Total Payable in USD			\$17,456.25

Labor Terms: Net 30	Non-Labor Terms: Net 30
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RESOLUTION NO. _____

RESOLUTION TO PURCHASE K9s, TO ACCEPT DONATIONS FOR THE PURCHASE, AND TO EXPRESS APPRECIATION FOR THE DONATIONS

WHEREAS:

1. As detailed in the attached staff report, representatives of the Wyoming Department of Public Safety K9 team met with Shallow Creek Kennels and selected K9 Bane and K9 Scout as the newest members of the Wyoming Police K9 unit.
2. The purchase of K9 Bane is fully funded through the K911 Foundation.
3. The purchase of K9 Scout is expected to be fully funded through a local foundation.
4. The donation from the K911 Foundation will be paid directly to Shallow Creek Kennels.
5. The purchase of K9 Scout will be made initially from City funds, the donation from the local foundation is expected after the foundation's Board meets in September.
6. The Wyoming Department of Public Safety is extremely grateful to these foundations for the donations.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts the donation of K9 Bane.
2. The City Council authorizes the purchase of K9 Scout, and authorizes acceptance of the donation from the local foundation after approval from the foundation board.
3. The City Council approves any required budget amendments for the K9s.
4. The City Council expresses appreciation to the foundations for their generous donations.

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 September 5, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: September 5, 2023

Budget Amendment No. 024

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$9,000 of budgetary authority to provide necessary funds to purchase a new K-9 for the Wyoming Police K-9 Unit and recognize the related donation revenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>General Fund</u>				
Private Contributions				
101-674.000	\$ -	\$ 9,000.00	-	\$ 9,000.00
Police - Patrol - Other Services				
101-305-31500-956.000	\$ 75,500.00	\$ 9,000.00	-	\$ 84,500.00
Fund Balance/Working Capital (Fund 101)		<u>\$ -</u>	<u>\$ -</u>	

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2023-2024 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

I hereby certify that at a _____ meeting of the Wyoming City Council duly held on _____ the foregoing budget amendment was approved.

City Clerk

STAFF REPORT

Date: August 28, 2023
Subject: Police K9 Purchase
From: Capt. Eric Wiler
Meeting Date: September 5, 2023

RECOMMENDATION:

It is recommended City Council concur with the purchase of one police K9 and approve the purchase of another police K9 from Shallow Creek Kennels in Pennsylvania. The price of each K9 is \$9,000.00.

COMMUNITY, SAFETY, STEWARDSHIP:

The Wyoming Department of Public Safety's K9 Unit is integral to the mission of our agency to provide safety to all who visit and live in Wyoming. The dogs used by the K9 Unit not only provide us with many different investigative abilities as they relate to crime but also provide a medium through which our K9 teams interact with our community on a positive level by attending different public demonstrations and events. The purchase of both K9s will be made with donations from two charitable foundations.

DISCUSSION:

With the unexpected retirements of K9 Bak and K9 Kovu, the Wyoming Department of Public needs to replace both dogs. For several years, our agency has purchased police K9s from Shallow Creek Kennels, a reputable police service dog importing and training facility that provides K9s to law enforcement agencies such as the New York Police Department, Chicago Police Department, Anchorage Police Department, and many others.

With Shallow Creek Kennels providing police service dogs to law enforcement agencies around the country and Canada, their supply of dogs is quickly sold whenever they receive a new shipment. In order to select the highest quality dog, agencies must evaluate and select the dog quickly after the shipment is received. Our K9 Unit was notified of a shipment being received by Shallow Creek and traveled to Pennsylvania to evaluate the dogs on July 27, 2023. Two K9's, K9 Bane and K9 Radar were selected out of the 70 dogs Shallow Creek had available. Once returning with the dogs, K9 Radar did not pass a physical examination by our veterinarian. K9 Radar was returned to Shallow Creek and another dog, K9 Scout, was selected on Aug. 10th, 2023. K9 Bane and K9 Scout both passed their physical examination. The invoices for both K9s are due 30 days after we took possession of them.

The purchase of K9 Bane (\$9,000.00) is fully funded through a donation from the K911 foundation. The donation from the K911 Foundation will be paid directly to Shallow Creek Kennels. The purchase of K9 Scout (\$9,000.00) is expected to be funded by a local charitable foundation (Weller), however, those funds will not be available to the Public Safety Department until the Weller Foundation Board meets in the end of September, after the invoice is due. The Department of Public Safety is grateful for these donations.

BUDGET IMPACT:

In order to pay the invoice for K9 Scout, a budget amendment is necessary and is also being presented at the Sept. 5th, 2023 meeting for approval. Once the donation is received from the charitable foundation at the end of September, the funds will be put back into the general fund.

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE AND LICENSING OF TASERS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council approve a five year agreement with Axon Enterprises, Inc. for the purchase and licensing of ten tasers in the total estimated amount of \$27,600.00 over a five year period.
2. Funds are available in account number 101-305-31500-980.094.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase and licensing of ten tasers from Axon Enterprises, Inc.
2. The City Council authorizes the Mayor and City Clerk to sign the agreement.
3. The City Council waives 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 September 5, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Agreement (Quote)

Resolution No. _____

STAFF REPORT

DATE: August 22, 2023

Subject: Public Safety – Taser purchase

From: Lieutenant Brian Look

Meeting Date: September 5, 2023

RECOMMENDATION:

It is respectfully recommended the Wyoming City Council approve a five (5) year contract with Axon for the purchase and licensing of ten (10) Taser 7 Conducted Electrical Weapons. The purchase of the Tasers is through Axon, which the Wyoming Police Department has a service contract with for the Tasers that are currently in use at the department and is the sole provider for the Taser product.

COMMUNITY, SAFETY, STEWARDSHIP:

Tasers are a vital tool our police officers use when they are faced with certain use of force incidents during their duties. The Taser is a less-lethal option that has a high success rate in keeping citizens and officers safe during very dangerous situations. The purchase ten (10) Taser 7s would be to outfit new police officers and to replace broken and outdated Tasers that are being utilized by officers.

DISCUSSION:

Axon is the sole provider for the Taser Conducted Electrical Weapon used by Wyoming Department of Public Safety Police Officers. The total cost to purchase ten (10) Taser 7 packages, which includes the Taser, battery pack, holster, complete docking station, and the required license for each unit is \$27,600.00. That cost is broken down per year as follows:

- Year one (October 2023): \$5095.70
- Year two (October 2024): \$5299.54
- Year three (October 2025): \$5511.52
- Year four (October 2026): \$5731.98
- Year five (October 2027): \$5961.26

The reasoning for the five-year contract is to coincide with the expiration of the existing contract the Wyoming Department of Public Safety has with Axon for the current Tasers in service.

BUDGET IMPACT:

Funds are budgeted in the Police Capital Outlay Video Camera: 101 305 31500 980.094



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-497976-45153.662KH

Issued: 08/15/2023

Quote Expiration: 09/29/2023

Estimated Contract Start Date: 11/01/2023

Account Number: 109597

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Wyoming Department of Public Safety - MI 2300 De Hoop Ave SW Wyoming, MI 49509-1816 USA	Wyoming Department of Public Safety - MI 2300 De Hoop Ave SW Wyoming MI 49509-1816 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hites Phone: Email: khites@axon.com Fax:	Brian Look Phone: (616) 530-7338 Email: brian.look@wyomingmi.gov Fax: (616) 2493403

Quote Summary

Program Length	60 Months
TOTAL COST	\$27,600.00
ESTIMATED TOTAL W/ TAX	\$27,600.00

Discount Summary

Average Savings Per Year	\$799.20
TOTAL SAVINGS	\$3,996.00

Payment Summary

Date	Subtotal	Tax	Total
Oct 2023	\$5,095.70	\$0.00	\$5,095.70
Oct 2024	\$5,299.54	\$0.00	\$5,299.54
Oct 2025	\$5,511.52	\$0.00	\$5,511.52
Oct 2026	\$5,731.98	\$0.00	\$5,731.98
Oct 2027	\$5,961.26	\$0.00	\$5,961.26
Total	\$27,600.00	\$0.00	\$27,600.00

Quote Unbundled Price:	\$31,596.00
Quote List Price:	\$27,600.00
Quote Subtotal:	\$27,600.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
T7Basic	TASER 7 Basic Bundle	10	60	\$52.66	\$46.00	\$46.00	\$27,600.00	\$0.00	\$27,600.00
Total							\$27,600.00	\$0.00	\$27,600.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
TASER 7 Basic Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	10	10/01/2023
TASER 7 Basic Bundle	20018	TASER BATTERY PACK, TACTICAL	12	10/01/2023
TASER 7 Basic Bundle	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	10	10/01/2023
TASER 7 Basic Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	10/01/2023
TASER 7 Basic Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	10/01/2023
TASER 7 Basic Bundle	74200	TASER 6-BAY DOCK AND CORE	1	10/01/2023
TASER 7 Basic Bundle	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	10/01/2023
TASER 7 Basic Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	10/01/2023

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Basic Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	10	11/01/2023	10/31/2028
TASER 7 Basic Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	11/01/2023	10/31/2028

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Basic Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	12	10/01/2024	10/31/2028
TASER 7 Basic Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	10	10/01/2024	10/31/2028
TASER 7 Basic Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	10/01/2024	10/31/2028

Payment Details

Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	T7Basic	TASER 7 Basic Bundle	10	\$5,095.70	\$0.00	\$5,095.70
Total				\$5,095.70	\$0.00	\$5,095.70

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	T7Basic	TASER 7 Basic Bundle	10	\$5,299.54	\$0.00	\$5,299.54
Total				\$5,299.54	\$0.00	\$5,299.54

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	T7Basic	TASER 7 Basic Bundle	10	\$5,511.52	\$0.00	\$5,511.52
Total				\$5,511.52	\$0.00	\$5,511.52

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	T7Basic	TASER 7 Basic Bundle	10	\$5,731.98	\$0.00	\$5,731.98
Total				\$5,731.98	\$0.00	\$5,731.98

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	T7Basic	TASER 7 Basic Bundle	10	\$5,961.26	\$0.00	\$5,961.26
Total				\$5,961.26	\$0.00	\$5,961.26

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.


Kent Vanderwood, Mayor

Date Signed

Kelli A. VandenBerg, City Clerk

Date Signed

Approved as to form:



Scott G. Smith, City Attorney

8/15/2023



RESOLUTION NO. _____

RESOLUTION TO ACCEPT AN AGREEMENT FROM
NATIONAL HOSE TESTING SPECIALTIES, INC. FOR TESTING AND CERTIFICATION
OF THE CITY FIRE HOSES, LADDERS, AND AERIAL DEVICES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept an agreement from National Hose Testing Specialties, Inc. for annual testing and certification of the City fire hoses, ladders, and aerial devices in the total estimated amount of \$12,592.00.
2. Funds are budgeted in account number 661-441-58200-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts an agreement from National Hose Testing Specialties, for annual testing and certification of the City fire hoses, ladders, and aerial devices.
2. The City Council authorizes the Mayor and City Clerk to execute the contract.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 5, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract & Agreement

Resolution No. _____

STAFF REPORT

Date: August 21, 2023
Subject: Hose, Ladder, and Aerial Testing
From: Dennis Van Tassell, Deputy Fire Chief
CC: Public Safety Chief, Kim Koster
Meeting Date: September 5, 2023

RECOMMENDATION:

It is recommended City Council authorize National Hose Testing Specialties, Inc. to perform annual testing and certification for City Fire hoses, ladders, and aerial devices in the amount of \$12,592.00.

COMMUNITY, SAFETY, STEWARDSHIP:

Fire hose, ladder and aerial testing and certification is completed yearly. Testing and certification ensures that equipment meets standards set by the National Fire Protection Association and is ready to assist the Citizens and Businesses of Wyoming.

DISCUSSION:

There are a limited number of companies that perform hose, ladder, and aerial testing in the State of Michigan. National Hose Testing Specialties offers hose, ground ladder, and aerial testing.

National Hose Testing Specialties have been performing this testing for the department the last three years and are familiar with our equipment. They have asked us to sign a contract as we have asked them to sign our contract to perform these tests. The tests are estimated to cost \$12,592.00.

Due to the limited number of companies that conduct this testing, three that work in the area were contacted via email. FireCatt did not return a quote. Waterway does not conduct aerial testing. The only company that conducts all three testing and certification services was National Hose Testing Specialties, Inc.

BUDGET IMPACT:

Sufficient funds have been budgeted in the Motor Pool repairs and maintenance account 661-441-58200-930.000.

Attachment:
Contract

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: National Hose Testing Specialties, Inc.
[Name of contracting entity]
A Oregon corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
3941 Eastern
[Contractor's street address]
Wyoming, MI 49548
[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: August 22, 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:

Paragraphs 1, 2, & 3 of Contractor's 2023 5-Year Aerial Testing Agreement will apply to this contract. Paragraphs 4 & 5 of Contractor's 2023 5-Year Aerial Testing Agreement will not apply to this contract.

4. If this Contract is for a public improvement project costing \$50,000 or more, performance and payment bonds in an amount equal to the Contract amount are required and must be provide before starting any of the Services.

5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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


City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk


Date signed: _____, 20__

Approved as to form:



Scott G. Smith, City Attorney

National Hose Testing Specialties, Inc.

By: 

[Signature officer, director or principal of Contractor]

[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: Aug 8, 2023



Fire Hose, Ground Ladder & Aerial Testing

National Hose Testing Specialties, Inc.

Great Lakes Division

3941 Eastern - Wyoming, MI 49548 (616) 554-6487



Prepared on: August 23, 2023

Wyoming Fire Department

Dear Valued Customer,

Dept. ID: MI335

State: MI

Thank you for your interest in National Hose Testing Specialties, Inc. (NHTS).

We appreciate your business and based on the information provided to us, we have prepared the following agreements for the service(s) you are requesting. Here is a brief description of the service and pricing that NHTS is offering.

<u>Description</u>	<u>Rates</u>	<u>Quantity Estimates</u>	<u>Total Cost Estimates</u>
Fire Hose Testing – Unload, inspect, pressure test, re-roll and re-load all fire hoses. Documentation provided for your records.	\$.40 (cents/ft.)	23,915 (feet)	\$9,566.00
Ground Ladder Testing – Conduct physical inspection, horizontal bending test, roof hook test and hardware test. Input and install heat sensors as needed. Documentation provided for your records.	\$3.00 (per foot)	592 (feet)	\$1,776.00
Heat Sensor Labels – Labels to be applied as needed. (Worn, missing or expired)	\$2.50 (each)	N/A	?
Aerial Testing – Perform a visual, operational, performance, waterway and load test to aerial(s) as well as obtain a hydraulic oil sample. Documentation provided for your records.	\$700.00 (each)	1	\$700.00
5 Year Aerial Testing- Perform a visual, operational, performance, NDT inspections, waterway and load test to aerial(s) as well as obtain a hydraulic oil sample. Documentation provided for your records. (5 Year NDT Inspection)	\$1,250.00 (each)	1	\$1,250.00

FOR SCHEDULING PURPOSES, PLEASE CONFIRM QUANTITY ESTIMATES ARE CORRECT. SHOULD NHTS HAVE TO RETURN TO COMPLETE TESTING A TRIP CHARGE WILL BE APPLIED.

We appreciate your business and look forward to being of service to your department.

Sincerely,

TROY

Troy Smith, Great Lakes Division Manager
National Hose Testing Specialties, Inc.

PLEASE SEE THE ATTACHED "DEPARTMENT INFORMATION SHEET"



National Hose Testing Specialties, Inc.

Great Lakes Division
3941 Eastern - Wyoming, MI 49548 (616) 554-6487

DEPARTMENT INFORMATION SHEET

Please return the signed agreement(s) and THIS completed page to:

Mail: National Hose Testing Specialties, Inc.
3941 Eastern
Wyoming, MI 49548
Email: glagreements@nhts.com
or

Department Name:	Wyoming Fire Department
Contact Name/Title:	
Contact Telephone #:	
Contact Email Address:	
Department Telephone #:	
Hose Test Site Address:	
Ladder Test Site Address:	
City/State/Zip Code:	
Send Invoices to the Attention:	
Mailing Address:	
City/State:	
Contact Email Address:	
Send Documentation to the Attention:	
Mailing Address:	
City/State:	
Contact Email Address:	
Secondary Contact Name/Title:	
Secondary Contact Email:	
Secondary Contact Telephone#:	

PO # (if applicable) _____ NHTS ID #: MI335 STATE: MI

Payment: Full payment is due upon delivery by NHTS, Inc. of its final test documentation. A Convenience Fee of 2.5% will be assessed on the total payment amount for credit & debit transactions.

Acceptance

Please review and sign the agreement(s) for the services you wish to schedule. We will contact you after receiving your signed agreement(s) to set up a test date and discuss any further questions you may have.



WWW.NHTS.COM

National Hose Testing Specialties, Inc.

2023 FIRE HOSE TESTING AGREEMENT

Date issued: August 23, 2023

Dept. ID # **MI335**

This agreement is entered into by and between National Hose Testing Specialties, Inc., a corporation (hereinafter known as, National) and **"Wyoming Fire Department"**, a municipal corporation, district or political subdivision of the State of **MI** (hereinafter known as, Department).

THIS DOCUMENT MUST BE SIGNED AND RETURNED PRIOR TO YOUR SERVICE TEST DATE.

1. Department hereby engages National and National agrees to unload, pressure test, re-load, conduct physical inspections of apparatuses on first floor only and to provide test documentation on the fire hoses of Department per Department's Special Instructions, if any, and according to the National Fire Protection Association 1962 Standard for the Care, Use, Inspection, Service Testing and Replacement of Fire Hose, Couplings and Nozzles and Fire Hose Appliances, utilizing the 2018 Edition, or current edition, (hereinafter known as, NFPA Standard).
 - a. National shall conduct a physical inspection, prior to pressure testing, as specified in the NFPA Standard. All hoses failing physical inspection shall be identified and tagged for removal from service, without being pressure tested. Department shall be responsible to store or discard any hose tagged by National. If Department elects to place back into service any hose tagged by National, Department shall be responsible for service testing the hose prior to placing it back into service.
 - b. National shall conduct service pressure test in accordance with Chapter 4 of NFPA Standard, 2018 Edition.
 - c. National shall service test all attack fire hose to a minimum of 300 psi and all supply fire hose to a minimum of 200 psi regardless of manufactured date unless specified differently by Department. See Department's Special Instructions for requested test pressure changes. National shall not test any hoses higher than 400 psi, this being agreed with the Department, by the signing of this agreement.
 - d. National shall inspect all apparatus after completion of testing and reloading for accuracy as found or requested by department prior to releasing to Department.
 - e. Department shall inspect all hose loads and connections on all apparatus prior to placing back into service.
 - f. National, within thirty (30) days of completed service, shall deliver to Department final test documentation. Documentation provided electronically to include date of test, service test pressure, diameter, length, hose identification number, test results as to each length of hose. A hard copy of summary reports for all hoses tested and in inventory provided upon request.
 - g. National shall provide hydrostatic equipment required to perform Department's hose test.
 - h. Department shall provide National a suitable location for performance of the service test (150ft by 150ft). Fire hose shall not be tested in dirt, gravel, or grass. The location shall include an adequate water source for National's hydrostatic equipment, which water shall be provided by Department.
 - i. Department shall have one employee on site for the duration of hose testing. Department employee will move every apparatus to its testing position and back into station.
 - j. Department may be subject to a "trip charge" if National is to return due to "out of service" or retest. Rate for testing and "trip charge" shall be agreed by both Department and National prior to rescheduling.
 - k. Department shall make available to National all hoses to be tested at the time and place established for the conduct of the service testing and shall disclose to National any known defects or dangerous conditions therein.
 - l. Department will assemble any specialty hose packs (i.e. grass packs, forestry packs) following testing by National.
2. The service test date(s) will be established by agreement between the parties.
3. Based on the footage estimate provided, Department agrees to pay National **\$.40** cents per foot, times **23,915** feet; with actual hose tested per documentation being used for billing which may increase or decrease rate per foot.
4. Fire hoses handled by National that are to be removed from apparatus or service at the Department's request due to age or other factors and not pressure tested will be subject to **14 cents** per foot handling fee. Full payment is due upon delivery by National of its final test documentation.
5. In the event of suit or litigation arising out of or relating to this agreement, the prevailing party in such action shall be entitled to recover judgment for its reasonable attorney fees as may be awarded by the Court in which such suit or action is tried, heard or decided, and any appeal there from.

DEPARTMENT'S SPECIAL INSTRUCTIONS: _____ (Nat'l Initial)

6. National will not be bound by any of Department's Special Instructions unless it has agreed to be bound and signed or initialed the Special Instructions prior to testing. If agreed, National shall return an initialed copy to Department.

Dated: August 23, 2023

Dated: _____

NATIONAL HOSE TESTING SPECIALTIES, INC.

AUTHORIZED DEPARTMENT REPRESENTATIVE

Troy Smith

Signature
Troy Smith, Great Lakes Division Manager

Signature
Title: _____

Return to: National Hose Testing Specialties, Inc., 3941 Easter Wyoming, MI 49548 or fax to (616) 839-6000
Note: The terms of this agreement are void if not signed and returned within three months of date of issue (sign & submit copy to National).
A Convenience Fee of 2.5% will be assessed on the total payment amount for credit & debit transactions.



National Hose Testing Specialties, Inc.

2023 GROUND LADDER TESTING AGREEMENT

Date issued: August 23, 2023

Dept. ID # **MI335**

This agreement is entered into by and between National Hose Testing Specialties, Inc., a corporation (hereinafter known as, National) and "**Wyoming Fire Department**", a municipal corporation, district or political subdivision of the State of **MI** (hereinafter known as, Department).

THIS DOCUMENT MUST BE SIGNED AND RETURNED PRIOR TO YOUR SERVICE TEST DATE.

1. Department hereby engages National and National agrees to conduct physical inspection, horizontal bending test, roof hook test, hardware test, and to provide test documentation on the ground ladders of Department, per Department's Special Instructions (if any) and according to the National Fire Protection Association 1932 Standard for the Use, Maintenance, and Service Testing of In-Service Fire Department Ground Ladders, 2020 edition, or current edition (hereinafter known as, NFPA Standard).
 - a. National shall conduct a visual inspection, as specified in Chapter 6.1.3 of NFPA Standard. All ladders failing visual inspection shall be tagged for removal of service or repaired by Department.
 - b. National shall conduct service testing in accordance with Chapter 7 of NFPA Standard. Service testing will be as specified in Chapter 7.1 of NFPA Standard, unless Department specifies altered service testing. (See Department's Special Instructions).
 - c. National shall inspect and replace heat sensors as in Chapter 6.2.10.1.
 - d. National, within thirty - (30) days of completed service, shall deliver to Department final test documentation. Documentation to include but not limited to the Ground Ladder record information as in Chapter 7.1.7. Documentation is provided electronically. A hardcopy of summary reports for all ground ladders tested and in inventory provided upon request.
 - e. National shall provide service-testing equipment required to perform Department's ground ladder service test.
 - f. Department shall provide National a suitable location for performance of the service test.
 - g. Department shall make available to National all ground ladders to be tested at the time and place established for the conduct of the service testing and shall disclose to National any known defects or dangerous conditions therein.
 - h. Department may be subject to a "trip charge" if National is to return due to "out of service" or retest. Rate for testing and "trip charge" shall be agreed by both Department and National prior to rescheduling.
 - i. Department shall be responsible for all repairs deemed necessary in accordance with manufacturer's instructions, as specified in Chapter 6.1.4.2 of NFPA Standard.
 - j. National shall inspect all apparatus after completion of testing and reloading for accuracy as found or requested by department prior to releasing to Department.
 - k. Department shall inspect all apparatus prior to placing back into service.
2. The service test date(s) will be established by agreement between the parties.
3. Based on the footage estimate provided, Department agrees to pay National **\$3.00** per foot, times **592** feet; with actual footage tested per documentation being used for billing. Full payment is due upon delivery of final test documentation by National.
4. Department agrees to pay National for heat sensor labels installed based on the following cost each: **\$2.50** per label plus any state and local sales tax as required.
5. In the event of suit or litigation arising out of or relating to this agreement, the prevailing party in such action shall be entitled to recover judgment for its reasonable attorney fees as may be awarded by the Court in which such suit or action is tried, heard or decided, and any appeal there from.

DEPARTMENT'S SPECIAL INSTRUCTIONS: _____ (Nat'l Initial)

6. National will not be bound by any of Department's Special Instructions unless it has agreed to be bound and signed or initialed the Special Instructions prior to testing. If agreed, National shall return an initialed copy to Department.

Dated: August 23, 2023

NATIONAL HOSE TESTING SPECIALTIES, INC.

Troy Smith

Signature

Troy Smith, Great Lakes Division Manager

AUTHORIZED DEPARTMENT REPRESENTATIVE

Signature

Title: _____

Return to: National Hose Testing Specialties, Inc., 3941 Eastern Wyoming, MI 49548 or fax to (616) 839-6000

Note: The terms of this agreement are void if not signed and returned within three months of date of issue (sign & submit copy to National).

A Convenience Fee of 2.5% will be assessed on the total payment amount for credit & debit transactions.



National Hose Testing Specialties, Inc.

2023 ANNUAL AERIAL TESTING AGREEMENT

Date issued: August 23, 2023

Dept. ID # **MI335**

This agreement is entered into by and between National Hose Testing Specialties, Inc., a corporation (hereinafter known as, National) and **"Wyoming Fire Department"**, a municipal corporation, district or political subdivision of the State of **MI** (hereinafter known as, Department).

THIS DOCUMENT MUST BE SIGNED AND RETURNED PRIOR TO YOUR SERVICE TEST DATE.

1. Department hereby engages National and National agrees to conduct a visual, operational, performance, waterway and load test, and to provide test documentation on the aerial(s) of Department, according to the National Fire Protection Association 1911 Standard for the Inspection and Maintenance of Aerial(s), 2020 edition, or current edition (hereinafter known as, NFPA Standard).
 - a. National shall conduct a visual inspection, as specified in Chapter 22.4 of NFPA Standard. All aerial(s) failing visual inspection shall be tagged for removal of service or repaired by Department. Although results of test will be issued to Department, proof of aerial repair shall be submitted to National before a certificate of completion is signed and delivered to Department.
 - b. National shall conduct inspecting and testing in accordance with Chapter 22.8 of NFPA Standard. Inspecting and testing will be as specified in Chapter 22.8.1 of NFPA Standard, unless Department specifies altered service testing. (See Department's Special Instructions).
 - c. National shall take a hydraulic oil sample for spectrochemical analysis as in Chapter 22.8.11. Results will be sent to Department following analysis.
 - d. National, within thirty - (30) days of completed service, shall deliver to Department final test documentation. Documentation to include but not limited to the aerial records information as in Chapter 22.8.12. Documentation is provided electronically, to include but not limited to, visual, operational, performance, waterway and load test results.
 - e. National shall provide service-testing equipment required to perform Department's aerial(s) service test.
 - f. Department shall provide National a suitable location for performance of the service test.
 - g. Department shall make available to National all aerial(s) to be tested at the time and place established for the conduct of the service testing and shall disclose to National any known defects or dangerous conditions therein.
 - h. Department may be subject to a "trip charge" if National is to return due to "out of service" or retest. Rate for testing and "trip charge" shall be agreed by both Department and National prior to rescheduling.
 - i. Department shall be responsible for all repairs deemed necessary in accordance with manufacturer's instructions, as specified in Chapter 22.1.3 of NFPA Standard.
 - j. National shall inspect all aerials after completion of testing prior to releasing to Department.
 - k. Department shall inspect all aerials prior to placing back in service.
 - l. National shall note corrosion as seen during visual inspection. Department shall have corrosion repaired as deemed necessary in accordance with manufactures instructions, as specified in Chapter 22.1.3 of NFPA Standard.
2. The service test date(s) will be established by agreement between the parties.
3. Pricing.
 - a. Annual Testing. Based on the information provided, Department agrees to pay National **\$700.00** per aerial, times **1** aerial(s).
 - b. Full payment is due upon delivery of final test documentation by National.
4. In the event of suit or litigation arising out of or relating to this agreement, the prevailing party in such action shall be entitled to recover judgment for its reasonable attorney fees as may be awarded by the Court in which such suit or action is tried, heard or decided, and any appeal there from.

DEPARTMENT'S SPECIAL INSTRUCTIONS: _____ (Nat'l Initial)

5. National will not be bound by any of Department's Special Instructions unless it has agreed to be bound and signed or initialed the Special Instructions prior to testing. If agreed, National shall return an initialed copy to Department.

Dated: August 23, 2023

NATIONAL HOSE TESTING SPECIALTIES, INC.

AUTHORIZED DEPARTMENT REPRESENTATIVE

Troy Smith

Signature

Troy Smith, Great Lakes Division Manager

Signature

Title: _____

PLEASE SIGN ONLY IF ANNUAL TEST IS TO BE PERFORMED. NO NEED TO SIGN 5-YEAR.

Return to: National Hose Testing Specialties, Inc., 3941 Eastern Wyoming, MI 49548 or fax to (616) 839-6000

Note: The terms of this agreement are void if not signed and returned within three months of date of issue (sign & submit copy to National).

A Convenience Fee of 2.5% will be assessed on the total payment amount for credit & debit transactions.



National Hose Testing Specialties, Inc.

2023 5-YEAR AERIAL TESTING AGREEMENT

Date issued: August 23, 2023

Dept. ID # **MI335**

This agreement is entered into by and between National Hose Testing Specialties, Inc., a corporation (hereinafter known as, National) and "Wyoming Fire Department", a municipal corporation, district or political subdivision of the State of **MI** (hereinafter known as, Department).

THIS DOCUMENT MUST BE SIGNED AND RETURNED PRIOR TO YOUR SERVICE TEST DATE.

1. Department hereby engages National and National agrees to conduct a visual, operational, performance, waterway and load test, and to provide test documentation on the aerial(s) of Department, according to the National Fire Protection Association 1911 Standard for the Inspection and Maintenance of Aerial(s), 2020 edition, or current edition (hereinafter known as, NFPA Standard).
 - a. National shall conduct a visual inspection, as specified in Chapter 22.4 of NFPA Standard. All aerial(s) failing visual inspection shall be tagged for removal of service or repaired by Department. Although results of test will be issued to Department, proof of aerial repair shall be submitted to National before a certificate of completion is signed and delivered to Department.
 - b. National shall conduct inspecting and testing in accordance with Chapter 22.8 of NFPA Standard. Inspecting and testing will be as specified in Chapter 22.8.1 of NFPA Standard, unless Department specifies altered service testing. (See Department's Special Instructions).
 - c. National shall take a hydraulic oil sample for spectrochemical analysis as in Chapter 22.8.11. Results will be sent to Department following analysis.
 - d. National, within thirty - (30) days of completed service, shall deliver to Department final test documentation. Documentation to include but not limited to the aerial records information as in Chapter 22.8.12. Documentation is provided electronically, to include but not limited to, visual, operational, performance, waterway and load test results.
 - e. National shall provide service-testing equipment required to perform Department's aerial(s) service test.
 - f. Department shall provide National a suitable location for performance of the service test.
 - g. Department shall make available to National all aerial(s) to be tested at the time and place established for the conduct of the service testing and shall disclose to National any known defects or dangerous conditions therein.
 - h. Department may be subject to a "trip charge" if National is to return due to "out of service" or retest. Rate for testing and "trip charge" shall be agreed by both Department and National prior to rescheduling.
 - i. Department shall be responsible for all repairs deemed necessary in accordance with manufacturer's instructions, as specified in Chapter 22.1.3 of NFPA Standard.
 - j. National shall inspect all aerials after completion of testing prior to releasing to Department.
 - k. Department shall inspect all aerials prior to placing back in service.
 - l. National shall note corrosion as seen during visual inspection. Department shall have corrosion repaired as deemed necessary in accordance with manufactures instructions, as specified in Chapter 22.1.3 of NFPA Standard.
2. The service test date(s) will be established by agreement between the parties.
3. Pricing.
 - a. 5 - Year Testing, (includes annual and NDT inspections) Based on the information provided to National, Department agrees to pay National **\$1,250.00** per aerial, times **1** aerial(
 - b. Full payment is due upon delivery of final test documentation by National.
4. In the event of suit or litigation arising out of or relating to this 3agreement, the prevailing party in such action shall be entitled to recover judgment for its reasonable attorney fees as may be awarded by the Court in which such suit or action is tried, heard or decided, and any appeal there from.

DEPARTMENT'S SPECIAL INSTRUCTIONS: _____ (Nat'l Initial)

5. National will not be bound by any of Department's Special Instructions unless it has agreed to be bound and signed or initialed the Special Instructions prior to testing. If agreed, National shall return an initialed copy to Department.

Dated: August 23, 2023

NATIONAL HOSE TESTING SPECIALTIES, INC.

AUTHORIZED DEPARTMENT REPRESENTATIVE

Troy Smith

Signature

Troy Smith, Great Lakes Division Manager

Signature

Title: _____

PLEASE SIGN ONLY IF 5-YEAR TEST IS TO BE PERFORMED. NO NEED TO SIGN ANNUAL.

Return to: National Hose Testing Specialties, Inc., 3941 Eastern Wyoming, MI 49548 or fax to (616) 839-6000

Note: The terms of this agreement are void if not signed and returned within three months of date of issue (sign & submit copy to National).

A Convenience Fee of 2.5% will be assessed on the total payment amount for credit & debit transactions.

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.

RESOLUTION NO. _____

RESOLUTION TO AWARD A BID FOR THE
BUILDING ADDITION AND RENOVATION PROJECT FOR FIRE STATIONS

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council award the bid for Fire Stations #2 and #4 building addition and renovation to JWK Construction, Inc. in the amount of \$1,981,000.
2. It is further recommended City Council authorize the designation of an additional \$300,641.66 for project contingency and station outfitting cost.
3. The City Council wishes to reallocate \$426,353.16 in ARPA funds previously assigned to the Treasurer's drive thru project to this project.
4. The City Council wishes to obligate the remaining \$399,905.76 unobligated ARPA funds to this project.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council awards the bid for Fire Stations #2 and #4 building addition and renovation to JWK Construction, Inc. in the amount of \$1,981,000.
2. The City Council authorizes \$300,641.66 for contingency and station outfitting costs.
3. The City Council authorizes the Mayor and City Clerk to sign the contract.
4. The City Council authorizes the City Manager to approve and sign change orders that are within the contingency.
5. ARPA funds previously assigned to the Treasurer's drive thru project are now reallocated to this project.
6. Remaining ARPA funds previously unobligated are now obligated to this project.
7. 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 the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 5, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Drawing

Bid & Contract

Letter of Recommendation

Resolution No. _____

STAFF REPORT

Date: August 24, 2023

Subject: Fire Station #2 and #4 Building Addition and Renovation - Award of Bid

From: Troy Rinks, Facilities Foreman
Aaron Vis, Deputy Director of Public Works

Meeting Date: September 5, 2023

RECOMMENDATION:

It is recommended that City Council award the Fire Station #2 and #4 Building Addition and Renovation bid to JWK Construction, Inc. in the amount of \$1,981,000.00; authorize the designation of an additional \$300,641.66 for project contingency and station outfitting costs; authorize the City Manager or designee to approve and sign change orders with JWK Construction, Inc. within the contingency amount; authorize the Mayor and Clerk to sign the associated contracts; reallocate \$426,353.16 in ARPA funds previously assigned to the Treasurer's drive thru project to the fire station project; and obligate the remaining unobligated \$399,905.76 ARPA funds to the fire station project.

COMMUNITY, SAFETY, STEWARDSHIP:

The renovation and additions for Fire Station #2 (Division Avenue) and #4 (Burton Street) will provide adequate living facilities for fire staff and facilitate a better use of existing space such that the community can be better served by first responders.

DISCUSSION:

On November 7, 2022, the City Council approved a contract with The Architectural Group (T.A.G.) to prepare construction documents, draft a bid document, provide a recommendation, and provide construction oversight for the additions and renovations to the existing fire stations #2 and #4. This work was based on conceptual designs that were reviewed and approved by various City of Wyoming staff impacted by the project.

Based on the conceptual design that was reviewed by various representatives of the Public Safety, Facilities, and City Manager's office, T.A.G developed the necessary bid specifications. The bid was made publicly available on the City's e-bidder website, and twenty-eight registered bidders in the construction trades downloaded the bid. A pre-bid walk-through at both fire stations was held on August 2, and four bids were received from general contractors on August 15.

Bid results are as follows:

JWK Construction, Inc.	\$1,981,000.00
Dave Bultsma & Associates	\$2,036,100.00
McGraw Construction Inc.	\$2,195,402.00
Carbonsix Construction	\$2,449,000.00

Facilities staff and T.A.G have reviewed the bid documents received. JWK Construction, Inc. 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 Fire Station #2 and #4 Building Addition and Renovation bid to JWK Construction, Inc., in the amount of \$1,981,000.00. Staff are recommending an additional \$300,641.66, or approximately 15% of the bid amount, to be used as a contingency with JWK Construction, Inc., or for any additional fire station work or outfitting that may be needed. Additionally, staff are requesting that the City Manager or his designee have the authorization to sign any change orders with JWK Construction, Inc., within the contingency amount, to ensure that these station improvements are not delayed.

Work will start toward the middle of September 2023 and is projected to be completed in May of 2024.

BUDGET IMPACT:

The amount needed for these renovations and improvements is \$2,281,641.66. A summary of the revenue sources to meet this obligation follow:

Revenue (\$)	Revenue Source Description
\$1,455,382.74	ARPA Funds - Currently Obligated to Fire Stations
\$399,905.76	ARPA Funds - Unobligated
\$426,353.16	ARPA Funds - Currently Allocated to Treasurer’s Drive-Thru/Re-Allocated to Fire Stations
\$2,281,641.66	Total Revenue Requirement

Sufficient funds exist in the Federal Grant Funds account 285-873-17500-956.000, pending approval of the attached resolution, which obligates the remaining ARPA funds and re-allocates the Treasurer’s drive thru ARPA funds to this project.

ATTACHMENTS:

- Conceptual Drawing
- JWK Construction, Inc. Contract and Bid Documents
- T.A.G. Letter of Recommendation



DIVISION AVE FACADE



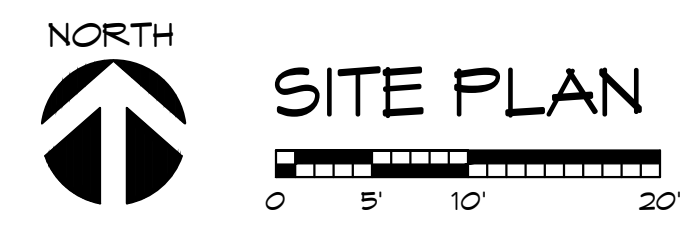
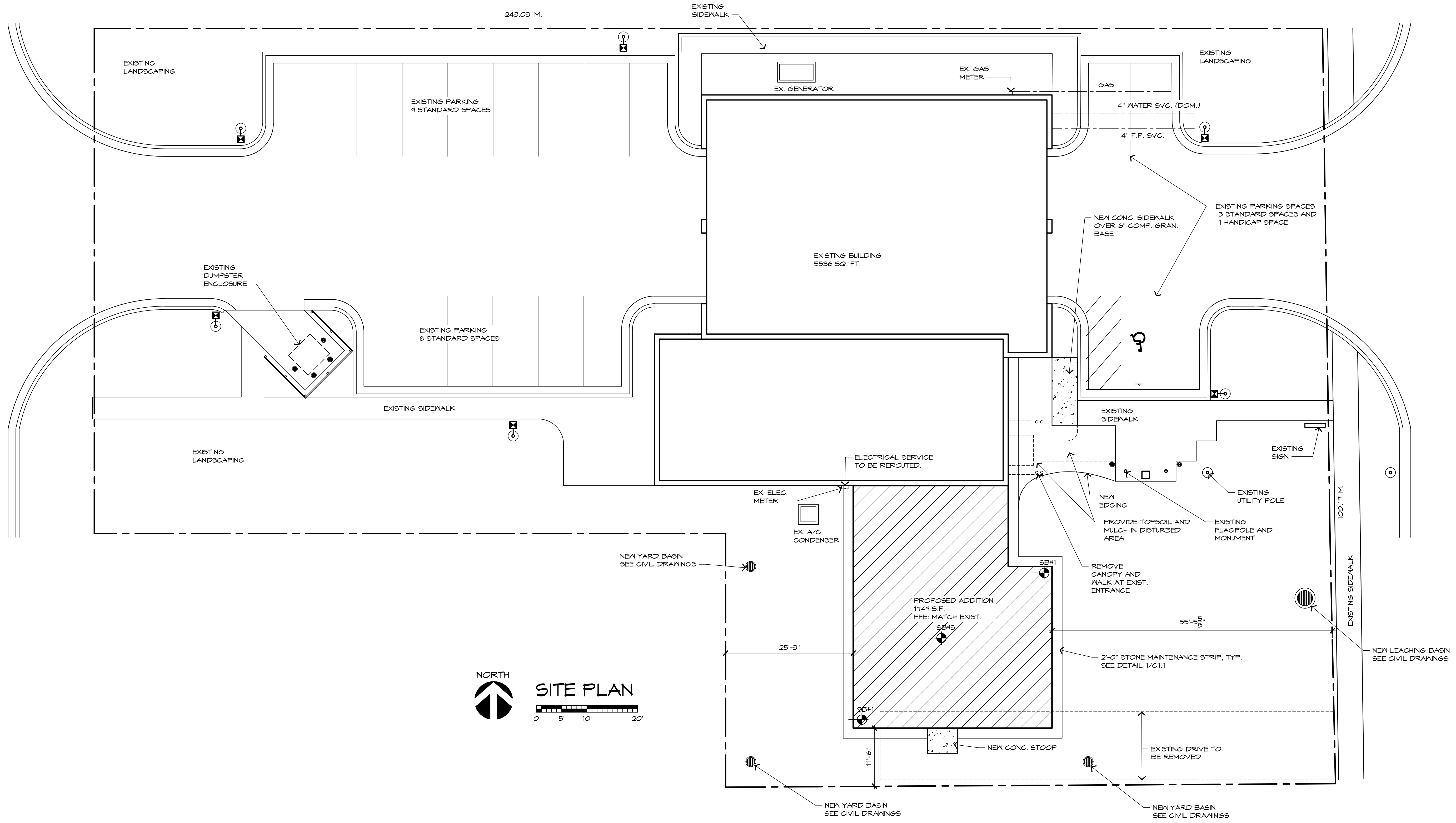
NORTH EAST PERSPECTIVE



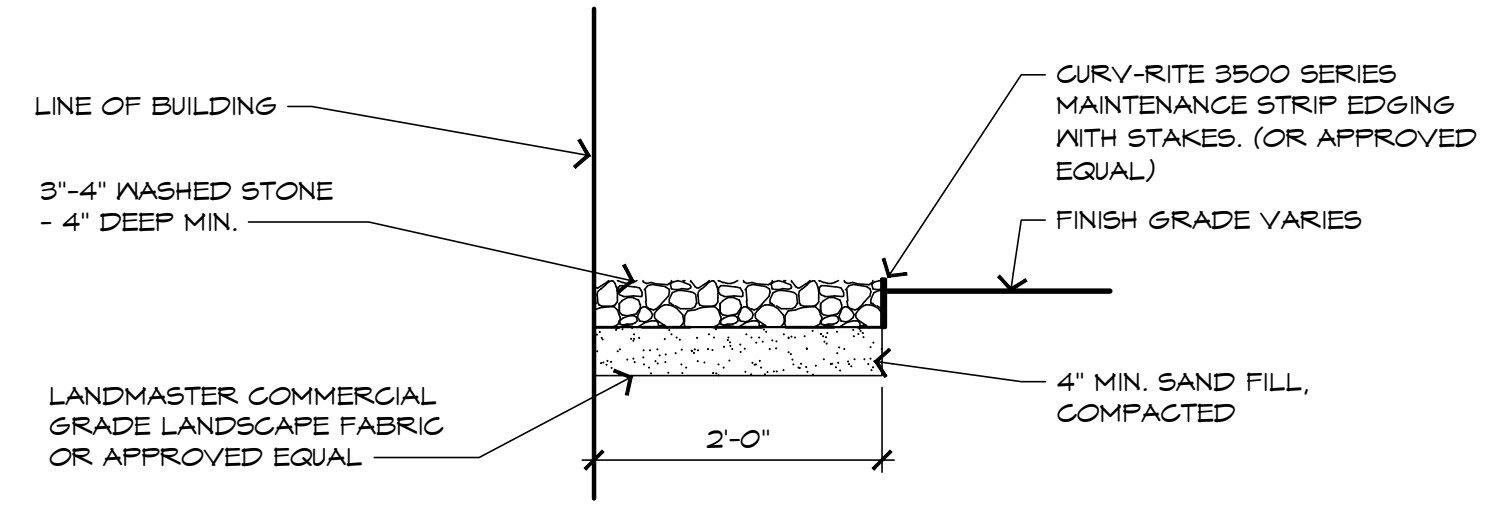
SOUTH EAST PERSPECTIVE



SOUTH WEST PERSPECTIVE



- NOTES:
1. ALL DISTURBED AREAS (NON-IMPERVIOUS) DURING CONSTRUCTION SHALL BE RE-ESTABLISHED WITH SEED AND MULCH.
 2. PROVIDE 2'-0" STONE MAINTENANCE STRIP AROUND PERIMETER OF BUILDING ADDITION, AND WHERE SHOWN ON SITE PLAN.



1 MAINTENANCE STRIP DETAIL
C1.1 SCALE: 3/4"=1'-0"

PROPOSED RENOVATION FOR:
City of Wyoming
Fire Station #2
4507 S. Division Ave Wyoming, MI 49548



Dr. MDH
Ap. JM

Date Issued For
01.25.23 BIDS & CONSTR.

File No. 2022-45

Drawing

C1.2

TYPICAL INTERIOR WALL TYPES LEGEND

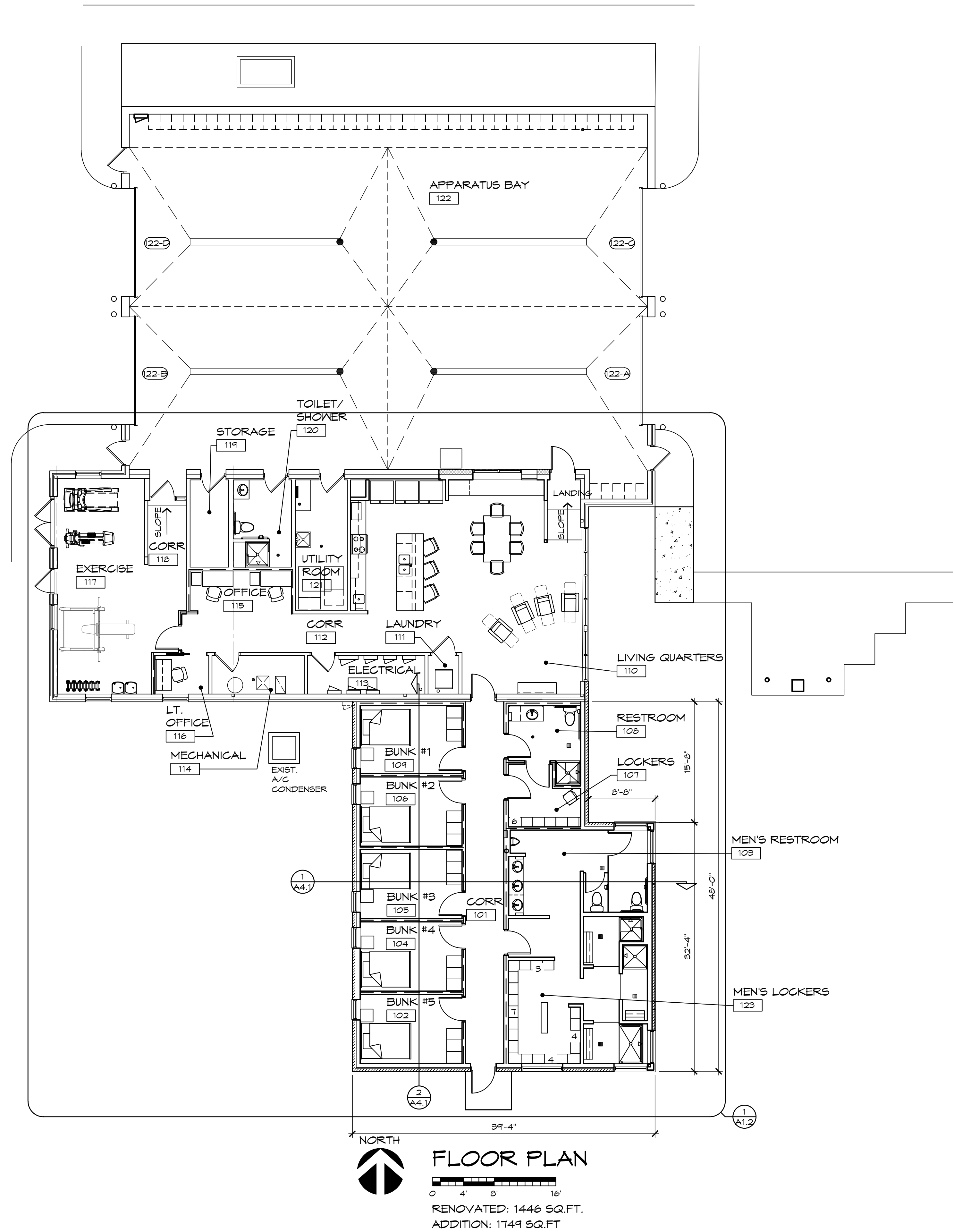
TYPE	DESCRIPTION
(A)	3-5/8" METAL STUD FRAMING AT 16" O.C. WITH 5/8" TYPE-X DRYWALL ON BOTH SIDES.
(B)	3-5/8" METAL STUD FRAMING AT 16" O.C. WITH 3" SOUND BATT INSULATION WITH 5/8" CEMENT BOARD ON BOTH SIDES (SOUND WALL).
(C)	3-5/8" METAL STUD FRAMING AT 16" O.C. WITH 3" SOUND BATT INSULATION WITH 5/8" TYPE-X DRYWALL ON BOTH SIDES (SOUND WALL).
(D)	6-0" METAL STUD FRAMING AT 16" O.C. WITH 5" SOUND BATT INSULATION WITH 5/8" TYPE-X DRYWALL ON BOTH SIDES.
(E)	EXIST. CONCRETE BLOCK WITH 5/8" TYPE-X DRYWALL ON 3-5/8" METAL STUD FRAMING AT 16" O.C. ON ONE SIDE.
(F)	EXIST. CONCRETE BLOCK WITH 5/8" TYPE-X DRYWALL ON 1-1/2" METAL FURRING AT 16" O.C. ON ONE SIDE.

NOTES:

- FLOOR PLAN DIMENSIONS ARE FROM FACE OF WALL TO FACE OF WALL UNLESS NOTED OTHERWISE.
- EXTEND ALL WALLS (STUDS, DRYWALL, INSULATION, CONCRETE BLOCK, ETC.) TIGHT TO DECK ABOVE. TAPE AND FINISH ALL JOINTS ABOVE CEILINGS. CAULK AND / OR SEAL JOINTS AIRTIGHT AT SOUND WALLS (S.W.) AND RATED OR SMOKE PARTITION WALLS WHERE THEY CONNECT AT TOP, BOTTOM AND SIDES.
- PROVIDE CONTROL JOINTS IN DRYWALL AT 20' O.C. MAX AND AS INDICATED ON DRAWINGS.
- PROVIDE SEALANT AT INTERIOR CONCRETE FLOOR CONTROL JOINTS.
- PROVIDE MOLD TOUGH DRYWALL AT ALL EXTERIOR WALLS.
- PROVIDE MOLD TOUGH DRYWALL AT ALL MET LOCATIONS. SEE FINISH SCHEDULE NOTE.
- PROVIDE TILE BACKER DRYWALL AT WALL TILE LOCATIONS. IN RESTROOM 108, 103; SHOWERS 130, 131, 132.
- SOUND INSULATION SHALL BE THERMAFIBER SAFB OR APPROVED EQUAL.
- PROVIDE NEW SOLID SURFACE SILLS AT ALL EXISTING WINDOW SILLS IN EXERCISE #117.
- AT SHOWER, PROVIDE CONCRETE OR GYPSUM UNDERLAYMENT BELOW SHOWER PAN.
- FIRE PROTECTION SHALL BE EXTENDED TO ADDITION. FIRE PROTECTION CONTRACTOR TO SUPPLY DESIGN AND SYSTEM.
- FIRE ALARM SYSTEM SHALL BE EXTENDED TO ADDITION. SEE ELECTRICAL DRAWINGS FOR ADDITION INFORMATION.
- NEW WINDOW COVERINGS FOR THE PROJECT AREA SHALL BE PROVIDED IN THE BASE BID. BUNK ROOMS SHALL HAVE BLACKOUT ROLLER SHADES WITH LIGHTBLOC TRACKS AND MANUAL OPERATION. EXERCISE #117, LT. OFFICE #116, LIVING QUARTERS #111 SHALL HAVE 3% OPEN SOLAR SHADES, MANUAL OPERATION. ALL SHADES SHALL EXTEND TO THE WIDTH AND HEIGHT OF THE WINDOW UNIT. MANUFACTURER, DRAPER FLEXSHADE OR APPROVED EQUAL. COLOR, SELECTED FROM STANDARD MANUF. COLOR CHART. PROVIDE MATCHING VALANCE AT TOP.

ALTERNATE #1:
 REPLACE EXISTING ROOF MEMBRANE, PREFINISHED METAL COPING AND CLEAT, ON EXISTING BUILDING. PROVIDE AN ALLOWANCE TO REPLACE 5% OF EXISTING DAMAGED ROOF INSULATION. SEE ROOF PLAN A5.1 FOR ADDITIONAL INFORMATION.

ALTERNATE #2:
 REPLACE EXISTING OVERHEAD DOORS 122-A, 122-B, 122-C, 122-D IN APPARATUS BAY, INCLUDING HARDWARE, MOTORS, SENSORS, ETC. SEE EXTERIOR FINISHES ON A3.1 FOR ADDITIONAL INFORMATION. TOUCH UP AND PAINT STEEL JAMBS AT ALL OVERHEAD DOOR OPENINGS.



PROPOSED RENOVATION FOR:
City of Wyoming
Fire Station #2
 4507 S. Division Ave Wyoming, MI 49548



Dr. MDH
 Ap. JM

Date Issued For
 01.25.23 BIDS & CONSTR.

File No. 2022-45

Drawing

A1.1



BURTON STREET FACADE



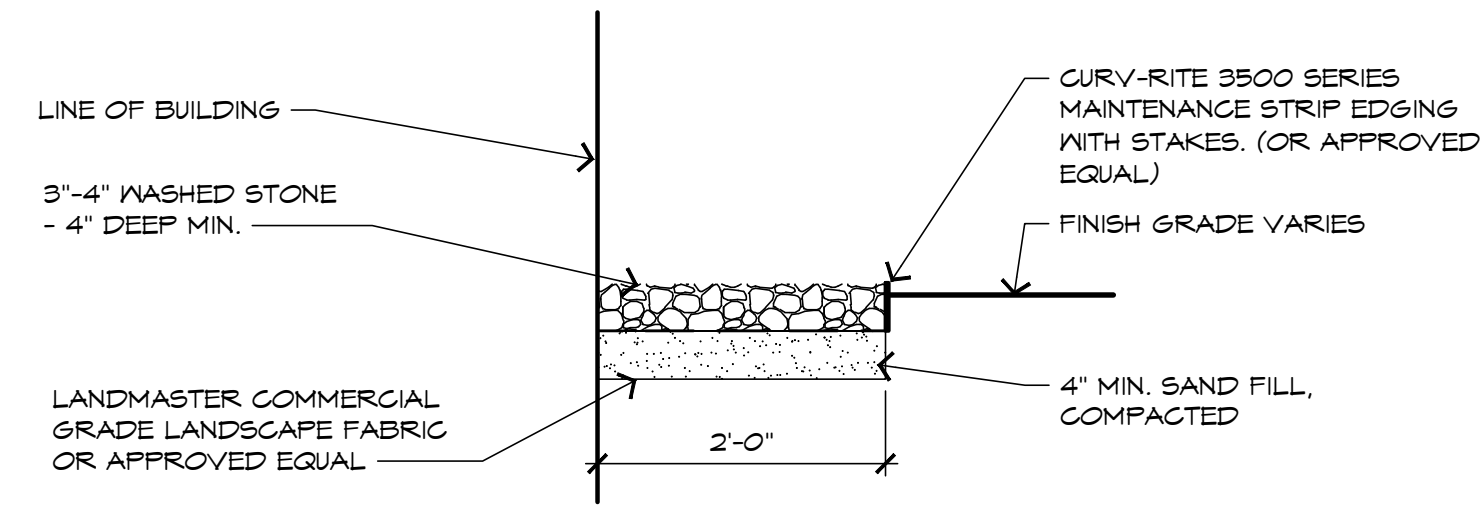
NORTH EAST PERSPECTIVE



NORTH EAST PERSPECTIVE

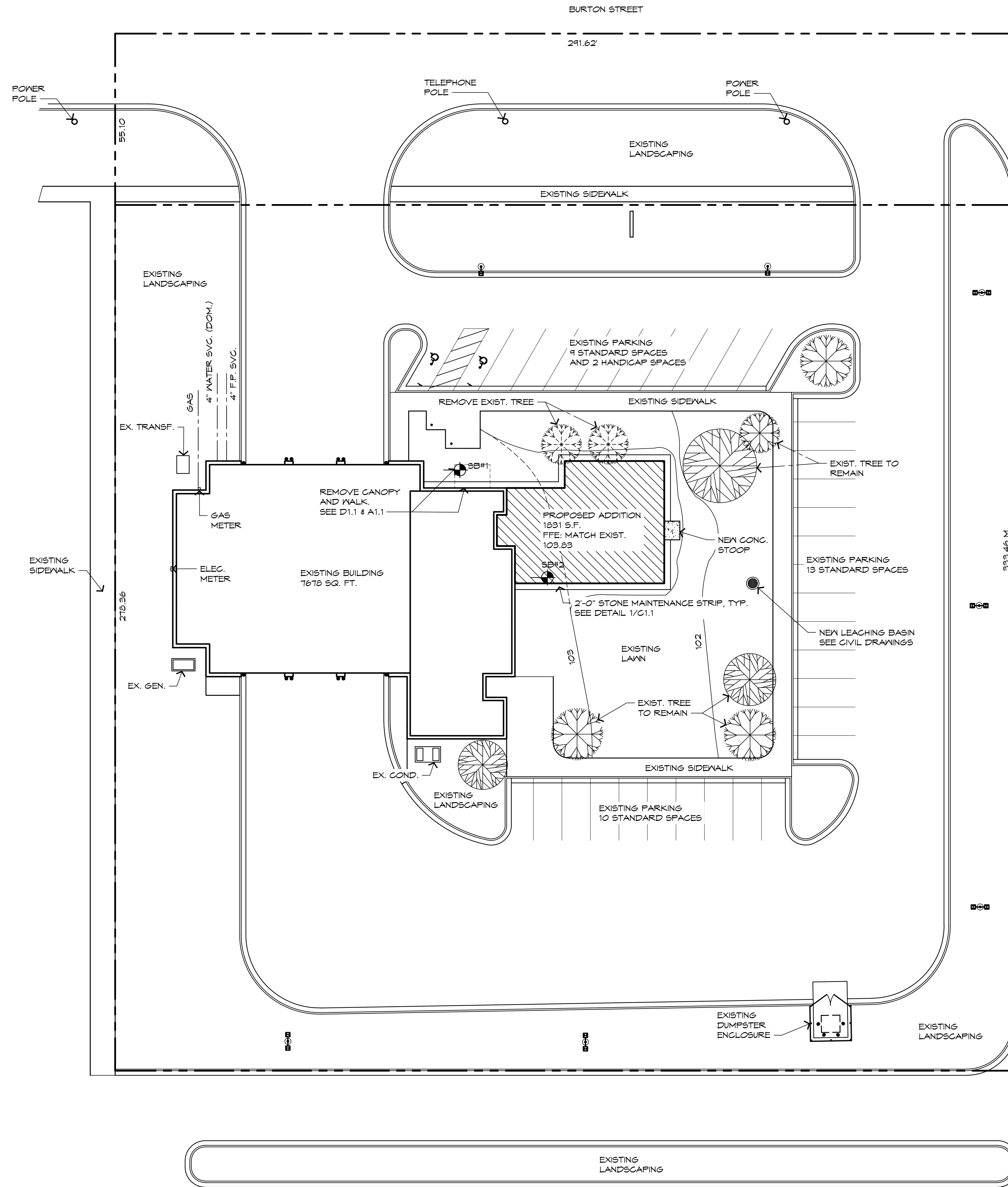


SOUTH EAST PERSPECTIVE



1
C1.1 MAINTENANCE STRIP DETAIL
SCALE: 3/4" = 1'-0"

- NOTES:
1. ALL DISTURBED AREAS (NON-IMPERVIOUS) DURING CONSTRUCTION SHALL BE RE-ESTABLISHED WITH SEED AND MULCH.
 2. PROVIDE 2'-0" STONE MAINTENANCE STRIP AROUND PERIMETER OF BUILDING ADDITION, AND WHERE SHOWN ON SITE PLAN.



PROPOSED RENOVATION FOR:
City of Wyoming
Fire Station #4
1500 Burton St SW, Wyoming, MI 49509



Dr. MDH
Ap. JM

Date Issued For
01.25.23 BIDS & CONSTR.

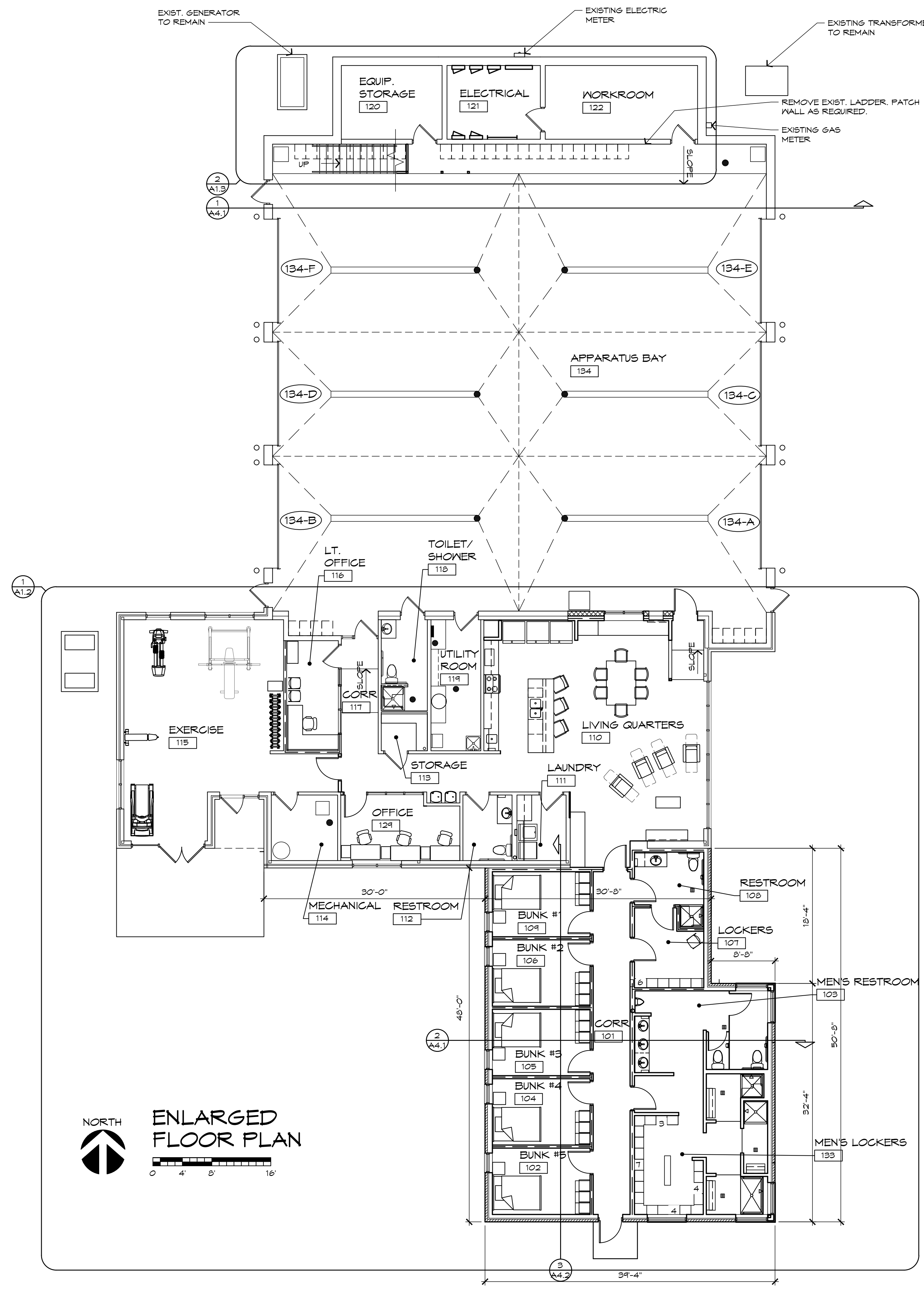
File No. 2022-46

Drawing

C1.2

c:\users\mattdeham\the architectural group\log files - documents\2022\2022-46 city of wyoming - fire station #4 burton\drawings\2022-46 - a11

7/25/2023 3:44 PM



NORTH
ENLARGED FLOOR PLAN
 0 4' 8' 16'

TYPICAL INTERIOR WALL TYPES LEGEND

TYPE	DESCRIPTION
(A)	3-5/8" METAL STUD FRAMING AT 16" O.C. WITH 5/8" TYPE-X DRYWALL ON BOTH SIDES.
(B)	3-5/8" METAL STUD FRAMING AT 16" O.C. WITH 5" SOUND BATT INSULATION WITH 5/8" TYPE-X DRYWALL ON BOTH SIDES (SOUND WALL).
(C)	6" METAL STUD FRAMING AT 16" O.C. WITH 5" SOUND BATT INSULATION WITH 5/8" TYPE-X DRYWALL ON BOTH SIDES.
(D)	EXIST. CONCRETE BLOCK WITH 3/4" TYPE-X DRYWALL ON 3-5/8" METAL STUD FRAMING AT 16" O.C. ON ONE SIDE.
(E)	EXIST. CONCRETE BLOCK WITH 3/4" TYPE-X DRYWALL ON 1-1/2" METAL FURRING AT 16" O.C. ON ONE SIDE.

- NOTES:**
- FLOOR PLAN DIMENSIONS ARE FROM FACE OF WALL TO FACE OF WALL UNLESS NOTED OTHERWISE.
 - EXTEND ALL WALLS (STUDS, DRYWALL, INSULATION, CONCRETE BLOCK, ETC.) TIGHT TO DECK ABOVE, TAPE AND FINISH ALL JOINTS ABOVE CEILINGS. CAULK AND / OR SEAL JOINTS AIRTIGHT AT SOUND WALLS (S.W.) AND RATED OR SMOKE PARTITION WALLS WHERE THEY CONNECT AT TOP, BOTTOM AND SIDES.
 - PROVIDE CONTROL JOINTS IN DRYWALL AT 20' O.C. MAX AND AS INDICATED ON DRAWINGS.
 - PROVIDE SEALANT AT INTERIOR CONCRETE FLOOR CONTROL JOINTS.
 - PROVIDE MOLD TOUGH DRYWALL AT ALL EXTERIOR WALLS.
 - PROVIDE MOLD TOUGH DRYWALL AT ALL WET LOCATIONS. SEE FINISH SCHEDULE NOTE.
 - PROVIDE TILE BACKER DRYWALL AT WALL TILE LOCATIONS. IN RESTROOM 103, 103; SHOWERS 130, 131, 132.
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ALTERNATE #1:
 REPLACE EXISTING ROOF MEMBRANE, PREFINISHED METAL COPING AND GLEAT, ON EXISTING BUILDING. PROVIDE AN ALLOWANCE TO REPLACE 5% OF EXISTING DAMAGED ROOF INSULATION. SEE ROOF PLAN A5.1 FOR ADDITIONAL INFORMATION.

ALTERNATE #2:
 REPLACE EXISTING OVERHEAD DOORS 134-A, 134-B, 134-C, 134-D, 134-E, 134-F IN APPARATUS BAY, INCLUDING HARDWARE, MOTORS, SENSORS, ETC. SEE EXTERIOR FINISHES ON A3.1 FOR ADDITIONAL INFORMATION. TOUCH UP AND PAINT STEEL JAMBS AT ALL OVERHEAD DOOR OPENINGS.

PROPOSED RENOVATION FOR:
City of Wyoming
Fire Station #4
 1500 Burton St SW, Wyoming, MI 49509



Dr. MDH
 Ap. JM

Date Issued For
 01.25.23 BIDS & CONSTR.

File No. 2022-46

Drawing

A1.1

BID FORM

Page 1 of 3

Bid for City of Wyoming – Fire Station #2 and Fire Station #4 Addition and Renovation

The bidder identified below submits the attached bid materials, including the price(s) stated on the Bid Form.

By signing this Bid Form, the bidder identified below represents, attests and promises, the bidder:

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

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

Is the bidder a:	YES	NO
Woman Owned Company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Minority Owned Company?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Section 3 Certified Contractor?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes, Dunns #: _____

Are you, or the business owner related to any elected official or employee of the City? YES NO

If yes, list name and relationship: _____

Is the bidder willing to honor bid pricing for the following for the term of this bid?

Yes. No

BID FORM, CONTINUED

Page 2 of 3

\$ 996,000.00

BID AMOUNT FOR FIRE STATION #2

Nine Hundred Ninety Six thousand dollars

BID AMOUNT (WRITTEN OUT) (FIRE STATION #2)

\$ 985,000.00

BID AMOUNT FOR FIRE STATION #4

Nine Hundred Eighty Five thousand dollars

BID AMOUNT (WRITTEN OUT) (FIRE STATION #4)

ALTERNATES:

\$ ~~83,579.00~~ 66,878.00

ALTERNATE NO. 1: Reroofing existing Fire Station #2

\$ 83,579.00

ALTERNATE NO. 1: Reroofing existing Fire Station #4

\$ ~~120,680.00~~ 81,245.00

ALTERNATE NO. 2: Replace Overhead Doors in Apparatus Bay in Fire Station #2

\$ 120,680.00

ALTERNATE NO. 2: Replace Overhead Doors in Apparatus Bay in Fire Station #4

JWK Construction, Inc.

LEGAL NAME OF COMPANY

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

Corporation Michigan

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

3340 LaRue St. SW

STREET ADDRESS

Grandville

CITY

Michigan

STATE

49418

ZIP CODE

Matt Wierenga

BID CONTACT NAME (PLEASE PRINT)

(616) 538-9102

BUSINESS PHONE

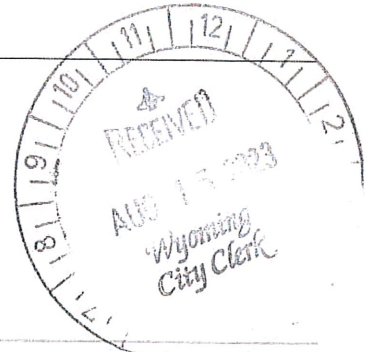
(616) 318-5832

CELL PHONE

matt@jwkconstruction.com

EMAIL ADDRESS

FAX NUMBER



BID FORM, CONTINUED

Page 3 of 3

Matthew D. Wierenga 8/15/23
SIGNATURE FOR BIDDER DATE

Matthew D. Wierenga President
PRINTED NAME AND TITLE OF PERSON SIGNING

2ND SIGNATURE FOR BIDDER, IF APPLICABLE DATE

PRINTED NAME AND TITLE OF 2ND PERSON SIGNING

City of Wyoming

By: _____
Kent Vanderwood, Mayor

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: _____

Contractor


By: Matthew D Wierenga
Signature of Bidder

Matthew D Wierenga
Printed Name of Bidder

President
Title

Date signed: 8/23/23

Approved as to form:


Scott G. Smith, City Attorney



3340 LaRue Street, S.W.
Grandville, Michigan 49418

Telephone (616) 538-9102

City of Wyoming Fire Station #2
4507 S. Division Ave.
Wyoming, MI 49548

City of Wyoming Fire Station #4
1500 Burton St. SW
Wyoming, MI 49509

Bid documents for JWK Construction, Inc. include:

- Construction Plan
- Construction Schedule
- Breakdown of Bid by Fire Station #2 & #4
- List of Subcontractors
- List of References
- Signed Bid Form
- Signed Contract Form

Thank you for the bid opportunity.

A handwritten signature in blue ink that reads "Matthew D. Wierenga".

Matthew D. Wierenga, President
JWK Construction, Inc.
matt@jwkconstruction.com
(616) 318-5832



3340 LaRue Street, S.W.
Grandville, Michigan 49418

Telephone (616) 538-9102

Wyoming Fire Stations #2 & #4

Construction Plan:

- Start construction as soon as possible. Tentatively September 5, 2023.
- Install fencing around the construction site for safety. (Continuously check throughout construction)
- Start excavation on Exterior of the buildings.
- Start demolition of interior ceilings, walls, doors, frames, concrete slabs, and exterior canopies.
- Demolition of any MEP items.
- Removal of any landscaping in the construction areas.
- Install drainage piping, footings, etc.
- Install all structural steel, bar joist, and decking.
- Install new RTU's.
- Install all masonry walls.
- Install underground plumbing & electrical in new additions.
- Install exterior metal studs, Densglass, Tyvek and roof blocking.
- Install roof membrane.
- Install brick on the exterior of the buildings.
- Install interior concrete in addition and the existing areas where the new plumbing and ADA ramp is.
- Install interior steel stud walls.
- Install MEP rough-ins and door/window frames in the stud and block walls.
- Inspections on all trades for Rough-ins.
- Hang and finish drywall throughout the projects.
- Install Doors.
- Install all tile in bathrooms, locker rooms, Laundry, etc.
- Paint drywall, Doors, and Frames.
- Install acoustical ceilings, lighting, HVAC finishes.
- Install all millwork (cabinets, countertops, lockers, windowsills, etc.)
- Install all bath accessories and door hardware.
- Install all roof copings and gravel stops.
- Install all exterior concrete slabs.
- Install landscaping and lighting.
- Install flooring.
- Install final coat paint.
- Inspections for all trades.



3340 LaRue Street, S.W.
Grandville, Michigan 49418

Telephone (616) 538-9102

Wyoming Fire Station #2 – Bid Breakdown

<u>Description</u>		<u>Cost</u>
Demolition	JWK Construction, Inc.	\$ 11,500.00
Excavating	Oetman Excavating, Inc.	\$ 114,000.00
Landscaping	Twin Lakes Nursery, Inc.	\$ 5,970.00
Concrete	Hoonhorst Concrete, Inc.	\$ 43,385.00
Masonry	Bouwkamp Masonry, Inc.	\$ 75,400.00
Stee/Deck/Joists	Beer City Metal Works & Construction	\$ 44,980.00
Rough Carpentry	JWK Construction, Inc.	\$ 11,440.00
Millwork	Grand Valley Wood Products	\$ 45,550.00
Roofing	Certified Building Solutions	\$ 39,915.00
Caulking	Wick's Caulking	\$ 2,050.00
HM Doors/Frames/Hard.	S.A. Morman & Co.	\$ 21,055.00
HM Door Labor	JWK Construction, Inc.	\$ 3,382.00
Alum. Entry/Glass	Store Fronts, Inc.	\$ 15,490.00
Drywall/Ceilings	Schepers Brothers Co., Inc.	\$ 115,153.00
Flooring	River City Flooring	\$ 41,694.00
Painting	Eckhoff & Devries, Inc.	\$ 7,230.00
Toilet Part/B.A.	LG2	\$ 3,002.00
F.E. Cabinet	S.A. Morman & Co.	\$ 490.00
F.E. Cabinet Labor	JWK Construction, Inc.	\$ 110.00
Pella Window	Pella	\$ 5,785.00
Pella Window Labor	JWK Construction, Inc.	\$ 440.00
Blinds	MSC Blinds & Shades, Inc.	\$ 3,900.00
Corner/Wall Guards	JWK Construction, Inc.	\$ 1,750.00
Saw Cutting	JWK Construction, Inc.	\$ 860.00
Tyvek	JWK Construction, Inc.	\$ 1,630.00
Fire Protection	Grand Rapids Fire Protection	\$ 11,500.00
Plumbing	Kenowa Plumbing, Inc.	\$ 70,090.00
Mechanical	Troost Service Co.	\$ 60,050.00
Electric	Elders Electric	\$ 83,440.00
Supervision	JWK Construction, Inc.	\$ 23,760.00
General Conditions	JWK Construction, Inc.	\$ 14,665.00
Contractor Fee	JWK Construction, Inc.	\$ 97,534.00
	Total	\$ 977,200.00

Allowance #2	\$ 300.00
Allowance #3	\$ 3,000.00
Allowance #4	\$ 9,500.00
Allowance #5	\$ 6,000.00
Total	\$ 18,800.00
Base Bid	\$ 996,000.00

Alternate #1

5% Allowance for damaged insulation, roof membrane, copings, etc.	\$ 65,378.00
Dumpster Fees	<u>\$ 1,500.00</u>
	\$ 66,878.00

Alternate #2

Replace Overhead Garage Doors	Sub: Overhead Door	\$ 78,392.00
Paint		\$ 480.00
Electrical		\$ 1,350.00
Contractor Fee		<u>\$ 1,023.00</u>
		\$ 81,245.00



3340 LaRue Street, S.W.
Grandville, Michigan 49418

Telephone (616) 538-9102

Wyoming Fire Station #4 – Bid Breakdown

<u>Description</u>		<u>Cost</u>
Demolition	JWK Construction, Inc.	\$ 11,500.00
Excavating	Oetman Excavating, Inc.	\$ 42,000.00
Landscaping	Twin Lakes Nursery, Inc.	\$ 6,010.00
Concrete	Hoonhorst Concrete, Inc.	\$ 45,470.00
Masonry	Bouwkamp Masonry, Inc.	\$ 78,300.00
Stee/Deck/Joists	Beer City Metal Works & Construction	\$ 69,920.00
Rough Carpentry	JWK Construction, Inc.	\$ 11,440.00
Millwork	Grand Valley Wood Products	\$ 45,550.00
Roofing	Certified Building Solutions	\$ 41,141.00
Caulking	Wick's Caulking	\$ 2,125.00
HM Doors/Frames/Hard.	S.A. Morman & Co.	\$ 24,465.00
HM Door Labor	JWK Construction, Inc.	\$ 3,217.00
Alum. Entry/Glass	Store Fronts, Inc.	\$ 17,600.00
Drywall/Ceilings	Schepers Brothers Co., Inc.	\$ 121,312.00
Flooring	River City Flooring	\$ 51,188.00
Painting	Eckhoff & Devries, Inc.	\$ 11,140.00
Toilet Part/B.A.	LG2	\$ 3,002.00
F.E. Cabinet	S.A. Morman & Co.	\$ 490.00
F.E. Cabinet Labor	JWK Construction, Inc.	\$ 110.00
Pella Window	Pella	\$ 5,785.00
Pella Window Labor	JWK Construction, Inc.	\$ 440.00
Blinds	Triangle Window	\$ 4685.00
Corner/Wall Guards	JWK Construction, Inc.	\$ 1,750.00
Saw Cutting	JWK Construction, Inc.	\$ 1,665.00
Tyvek	JWK Construction, Inc.	\$ 1,630.00
Fire Protection	Grand Rapids Fire Protection	\$ 13,792.00
Plumbing	Kenowa Plumbing, Inc.	\$ 72,000.00
Mechanical	Troost Service Co.	\$ 59,200.00
Electric	Elders Electric	\$ 84,830.00
Supervision	JWK Construction, Inc.	\$ 23,760.00
General Conditions	JWK Construction, Inc.	\$ 14,665.00
Contractor Fee	JWK Construction, Inc.	\$ 96,818.00
	Total	\$ 967,000.00

Allowance #2	\$ 300.00
Allowance #3	\$ 3,000.00
Allowance #4	\$ 9,500.00
Allowance #5	\$ 6,000.00
Total	\$ 18,800.00
Base Bid	\$ 985,000.00

Alternate #1

5% Allowance for damaged insulation, roof membrane, copings, etc.

\$ 82,079.00

Dumpster Fees

\$ 1,500.00

\$ 83,579.00

Alternate #2

Replace Overhead Garage Doors

Sub: Overhead Door

\$117,586.00

Paint

\$ 720.00

Electrical

\$ 1,350.00

Contractor Fee

\$ 1,024.00

\$120,680.00



3340 LaRue Street, S.W.
Grandville, Michigan 49418

Telephone (616) 538-9102

Wyoming Fire Station #2 Subcontractor List:

Excavation:	Oetman Excavating, Inc.
Irrigation:	Allowance
Landscaping:	Twin Lakes Nursery, Inc.
Concrete:	Hoonhorst Concrete, Inc.
Masonry:	Bouwkamp Masonry, Inc.
Steel:	Beer City Metal Works & Construction
Millwork:	Grand Valley Wood Products
Roofing:	Certified Building Solutions
Caulking:	Wick's Caulking
HM Doors/Frames/Hardware/F.E.:	S.A. Morman & Co.
Aluminum Entry/Glass	Store Fronts, Inc.
Drywall/Ceilings/Insulation:	Schepers Brothers Co., Inc.
Flooring:	River City Flooring
Painting:	Eckhoff & Devries, Inc.
Toilet Partitions/Bath Acc.	LG2
Pella Windows:	Pella
Blinds:	Triangle Window Fashions
Garage Doors:	Overhead Door
Fire Protection:	Grand Rapids Fire Protection, Inc.
Plumbing:	Kenowa Plumbing, Inc.
Mechanical:	Troost Service Co.
Electrical:	Elders Electric



3340 LaRue Street, S.W.
Grandville, Michigan 49418

Telephone (616) 538-9102

JWK Construction, Inc. past client/reference list:

Central Reformed Church 10 College Ave. NE Grand Rapids, MI 49503	Stan Sterk Misc. renovations/additions (616) 456-1773
Jamestown Reformed Church 2554 Riley Street Jamestown, MI 49427	Mike Van Laar Additions and new drive thru canopy mvl1777@gmail.com
Community Automotive 846 Fulton St. E. Grand Rapids, MI 49503	Dick Zaagman Addition of two-story building including 4 new mechanics bays dick@communityautomotive.com
Tom Draft Residence 5564 E. 68 th Street Newaygo, MI 49337	Tom Draft Remove and reinstall roof system and complete interior remodel tom.draft@gmail.com
Superior Stone Products 1147 Morren Ct. Wayland, MI 49348	Fred Ignatovich New building construction fred@superiorstoneproducts.com
236 Culver LLC. 236 Hercules Ct. Fennville, MI 49408	John Seros New building construction johnseros@yahoo.com
EPS 750 Front Ave. NW Grand Rapids, MI 49504	Kevin Carlson Misc. renovations kcarlson@epssecurity.com
HT Engineering 2591 44 th Street SE Grand Rapids, MI 49512	Tom Cooper Misc. renovations tcooper@htengineering.com
Vista Springs Wyoming 2708 Meyer Ave. SW Wyoming, MI 49519	Lou Andriotti Complete renovation for new Adult Nursing Home (616) 288-0400
First Reformed Church 3060 Wilson Ave. SW Grandville, MI 49418	Bob Paul Renovation of existing Church and Addition of the Youth wing with classrooms and gym (616) 534-5465

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

August 18, 2023

Aaron Vis,

After reviewing the submitted bids for the City of Wyoming – Fire Station #2 and Fire Station #4 projects received on August 15, 2023, we are recommending that the City of Wyoming award the project to JWK Construction for the base bid of \$1,981,000. Based on the information provided, JWK Construction appears to have all aspects of the project accounted for.

Note: the alternates for replacing the existing overhead doors and replacing the existing roof will not be accepted as part of this project.

Following approval by City Council, I recommend that JWK 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.

RESOLUTION NO. _____

RESOLUTION TO APPROVE CHANGE ORDER NUMBER ONE
FOR THE PUBLIC WORKS SALT DOME CONVEYER PROJECT

WHEREAS:

1. On July 3, 2023, City Council adopted Resolution number 27773 accepting a proposal for repairs of the Public Works salt dome conveyer in the total amount of \$37,706.00.
2. As detailed in the attached staff report, it is recommended City Council accept change order number one in the amount of \$7,834.36.
3. A budget amendment is required.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council approves change order number one in the amount of \$7,834.36.
2. The City Council approves the budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 5, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment
Staff Report
Change Order

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: September 5, 2023

Budget Amendment No. 023

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$8,000 of budgetary authority for additional repairs to the salt dome conveyor.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Motor Pool Fund</u>				
Public Works - Building - Repairs and Maintenance				
661-441-58300-930.000	\$ 129,940.00	\$ 8,000.00	-	\$ 137,940.00
Fund Balance/Working Capital (Fund 661)		<u>\$ -</u>	<u>\$ 8,000.00</u>	

Recommended: _____

 Senior Accountant

_____ 
 City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2023-2024 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

I hereby certify that at a _____ meeting of the Wyoming City Council duly held on _____ the foregoing budget amendment was approved.

 City Clerk

STAFF REPORT

Date: August 23, 2023
Subject: Salt Dome Conveyor Repair Contract Amendment
From: Troy Rinks, Facilities Maintenance Foreman
Date of Meeting: September 5, 2023

RECOMMENDATION:

It is recommended the City Council amend the current contract for repairs to the Public Works salt dome conveyor by Constructive Sheet Metal Inc., increasing the contract amount by \$7,834.36 to a total of \$45,540.36, and approve the associated budget amendment.

COMMUNITY, SAFETY, STEWARDSHIP:

The salt dome conveyor 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:

On July 3, 2023, City Council approved a contract with Constructive Sheet Metal Inc. for \$37,706.00 via resolution 27773 to perform repairs to the failed salt dome conveyor system. Prior to that time, when quotes were solicited, the pit the conveyor resides in was full of water that could not be pumped down to get 100% visual clarity. Additionally, the pit could not be accessed, and a complete inspection of the failed unit could not be done.

Several weeks ago, the contractor hoisted the failing section out of the pit via a crane, placed it on a flat trailer, and transported it to their facility to be rebuilt. It was at this time that a complete inspection of the failed unit was done, and additional components were discovered that required repair.

To complete this extra work, an additional \$7,834.36 is needed. This brings the total amount needed to perform the repairs to \$45,540.36, which is still \$24,209.64 less than the next lowest proposal received. A contract amendment with Constructive Sheet Metal, Inc. is recommended and required to complete this work.

Once approved, the additional material can be ordered and if there are no material delays, the repaired conveyor is still projected 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:
Amended Contract

Constructive Sheet Metal

Change Order

City of Wyoming

"If It Can Be Made Of Metal, We Can Make It"

DATE 8/15/2023
Change Order # 74821CO
Customer ID

11670 46th Avenue
Allendale, MI 49401
Phone (616) 245.5306 Fax (616) 245.3542

Change Order For:

City of Wyoming
Troy Rinks

Salt Dome Conveyor

Prepared by: Dan Vincent



Comments or Special Instructions:

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
Dan Vincent				ORIGIN	

dan@csm-gr.com

www.csm-gr.com

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
1	HD Sainless Steel Deflector Wing Pulley Budgeted \$3,000.00 / Actual Cost \$6,320.36	3,320.36		3,320.36
2	Double Concentric Stainless Steel 2-Bolt Pillow Plock Bearings Budgeted \$1,000.00 / Actual Cost \$2,007.00	1,007.00		2,014.00
1	Idler Pulleys & Return Rollers Stainless Steel Budgeted \$5,000.00 / Actual Cost \$7,500.00	2,500.00		2,500.00

SUBTOTAL	\$ 7,834.36
TAX RATE	6.00%
SALES TAX	-
OTHER	-
TOTAL	\$ 7,834.36

8/15/2023

74821CO

If you have any questions concerning this change order, please contact me at 616.430.0171 (cell phone) or email dan@csm-gr.com

THANK YOU FOR YOUR BUSINESS!

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF VEHICLES AND EQUIPMENT

WHEREAS:

1. It is recommended the City Council authorize purchase of three vehicles and associated equipment as detailed in the attached staff report and as shown on the replacement vehicle and equipment list included with the report.
2. The total estimated amount of the purchase is \$176,659.00 using the State of Michigan cooperative purchasing contract.
3. Funds are available in account number 662-441-58500-985.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of the vehicles and equipment as detailed in the attached staff report in the total estimated amount of \$176,659.00.
2. The Wyoming City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 5, 2023.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENT:
Staff Report

STAFF REPORT

Date: August 22, 2023
Subject: Replacement Vehicles and Equipment for Fiscal Year 2024
From: Don Roest, Fleet Services Supervisor
Meeting Date: September 5, 2023

RECOMMENDATIONS:

It is recommended that the City Council authorize the purchase of three vehicles using the State of Michigan cooperative purchasing contract for a total of \$176,659.00, 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 2024 Ford F550 chassis from Lunghamer Ford to be upfitted in the future with an enclosed utility box using State of Michigan Contract #071B7700180. Purchase of two 2024 F250 4x4's from Lunghamer Ford, upfitted with plows using State of Michigan Contract #071B7700180. The total vehicle and upfitting cost for these items are \$176,659.00.

These vehicles were budgeted for replacement in prior fiscal years; however, due to supply constraints, availability was restricted until now.

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)

Fiscal Year 2024 Replacement Vehicle and Equipment List

	In Service Date	Miles / Hours as of 8/22/23	Reason For Replacement	Purchase Price	Vendor
Water System Maintenance Truck (Public Works)					
619-003	9/4/2012	67582 / 8612	Years / hours		
Ford Chassis F550				\$68,803.00	Lunghamer Ford
F-series Pickup with plow (Parks)					
327-002	01/1/2016	50759	Years	\$54,258.00	Lunghamer Ford & Royal Truck Parts
F-series Pickup with plow (Water)					
305-002	01/7/2015	36035	Years	\$53,598.00	Lunghamer Ford & Royal Truck Parts
TOTAL				\$176,659.00	

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE M & M PAVEMENT MARKING TO
PERFORM THE ANNUAL PAVEMENT MARKINGS FOR 2023

WHEREAS:

1. It is necessary to repaint approximately 150 miles of major street lane lines within the City of Wyoming on an annual basis.
2. In March of 2022, the Kent County Road Commission received bids to perform lane line painting throughout Kent County for 2022 and awarded the contract to the low bidder, M & M Pavement Marking, with two one year renewal options, which they have extended for 2023.
3. It is in the best interest of the City to authorize the low bidder, M & M Pavement Marking, to perform the lane line painting for approximately \$58,000.00 which can be financed out of the Major Street Fund Traffic Services account, 202-441-47400-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby authorizes M & M Pavement Marking to perform the annual major street pavement marking for 2023 for an estimated cost of \$58,000.00

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 September 5, 2023.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
KCRC Bid Tabulation
M & M Pavement Marking Estimate

STAFF REPORT

Date: August 17, 2023

Subject: Authorize M & M Pavement Marking to Perform 2023 Pavement Marking

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

Meeting Date: September 5, 2023

RECOMMENDATION:

It is recommended the City Council authorize M & M Pavement Marking to paint, stripe, and detail the street pavement markings within the City of Wyoming, per the unit bid prices received and awarded by the Kent County Road Commission.

COMMUNITY, SAFETY, STEWARDSHIP:

Well maintained pavement markings are just one component in allowing the City of Wyoming to provide high quality infrastructure to all citizens and businesses. Annual pavement marking will provide increased safety for all pedestrians and motorists traveling in Wyoming.

DISCUSSION:

In March of 2022, the Kent County Road Commission received 3 bids for the annual painting of roadway pavement markings and awarded the work to the low bidder, M & M Pavement Marking. The 2022 bid allows for two 1-year extensions at these bid prices, which Kent County has chosen to extend to 2023. It is in the best interest of Wyoming to utilize the cooperative bid of the Kent County Road Commission and authorize M & M to also perform the annual painting of Wyoming's pavement markings for an estimated cost of \$58,000.00

BUDGET IMPACT

The unit prices are unchanged from the previous year. Sufficient funds are available in the Major Street Fund, account 202-441-47400-930.000.



Bid Tabulation

Contract #22-25: Pavement Marking Services

Contract Term: 3/8/2022 - 12/31/2022, w/ Two, One-Year Renewal Options

Waterborne Paint (Cost Per/Total)						
Bidder	4" Solid White Line Est. 1400 mi	4" Skip White Line Est. 40 mi	4" Solid Yellow Line Est 1500 mi	4" Skip Yellow Line Est 150 mi	8" Wide White Line Est 1500 ft	Total
M & M Pavement Marking, Inc	\$274 / \$383,600	\$350 / \$14,000	\$274 / \$411,000	\$274 / \$41,100	\$0.20 / \$300	\$850,000
Michigan Pavement Markings, LLC	\$290 / \$406,000	\$325 / \$13,000	\$290 / \$435,000	\$315 / \$47,250	\$0.10 / \$150	\$901,400
PK Contracting	\$291.37 / \$407,918	\$304.92 / \$12,196.80	\$304.92 / \$457,380	\$304.92 / \$45,738	\$0.21 / \$315	\$923,547.80

Regular Dry Paint or Low Temp Waterborne (Cost Per/Total)						
Bidder	4" Solid White Line Est. 30 mi	4" Skip White Line Est. 5 mi	4" Solid Yellow Line Est 30 mi	4" Skip Yellow Line Est 5 mi	8" Wide White Line Est 600 ft	Total
M & M Pavement Marking, Inc	\$275 / \$8,250	\$370 / \$1,850	\$276 / \$8,280	\$294 / \$1,470	\$0.25 / \$150	\$20,000
Michigan Pavement Markings, LLC	\$350 / \$10,500	\$375 / \$1,875	\$350 / \$10,500	\$375 / \$1,875	\$0.20 / \$120	\$24,870
PK Contracting	\$454.6 / \$13,638	\$426.88 / \$2,134.40	\$426.88 / \$12,806.40	\$426.88 / \$2,134.40	\$0.21 / \$126	\$30,839.20

STAFF RECOMMENDS FOR THE BOARD TO THE AWARD THE CONTRACT TO M & M PAVEMENT MARKING, LLC, THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER

Bid Letting Date: 03/01/2022
Anticipated Board Award Date: 03/08/2022

M & M Pavement Marking,

P.O. Box 530
Grand Blanc, MI 48480

Estimate

Date	Estimate #
8/14/2023	1249

Name / Address
City of Wyoming Public Works Admin 2660 Burlingame Ave SW Wyoming, MI 49509

Project

Description	Qty	Rate	Total
4" Solid Yellow	600,000	0.052	31,200.00
4" Skip Yellow	38,000	0.052	1,976.00
4" Solid White - Lane Line	78,000	0.052	4,056.00
4" Skip White	110,000	0.066	7,260.00
4" Solid White - Edge Line	120,000	0.052	6,240.00
6" Solid White - Edge Line	90,000	0.078	7,020.00

Phone #	810-691-7686
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Total \$57,752.00

RESOLUTION NO. _____

RESOLUTION TO CONCUR WITH THE EMERGENCY REPAIR OF A 36" STORM SEWER

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council concur with the emergency repair of a 36" storm sewer and authorize payment to Waste Recovery Systems in the total amount of \$84,565.86.
2. A budget amendment is required.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council concurs with the emergency repair of a 36" storm sewer and authorizes payment to Waste Recovery Systems.
2. The City Council approves the budget amendment.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 5, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Budget Amendment

Staff Report

Invoice

Resolution No. _____

CITY OF WYOMING BUDGET AMENDMENT

Date: September 5, 2023

Budget Amendment No. 022

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional \$85,000 of budgetary authority for emergency repairs to a storm sewer on Eastern Avenue.

<u>Description/Account Code</u>	<u>Current</u>	<u>Increase</u>	<u>Decrease</u>	<u>Amended</u>
<u>Major Streets Fund</u>				
Public Works - Street Maintenance - Repairs and Maintenance				
202-441-46300-930.000	\$ 403,500.00	\$ 85,000.00	-	\$ 488,500.00
Fund Balance/Working Capital (Fund 202)		<u>\$ -</u>	<u>\$ 85,000.00</u>	

Recommended: 
Senior Accountant


City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2023-2024 be amended by adoption of the foregoing budget amendment.

Motion carried: Yes _____, No _____

I hereby certify that at a _____ meeting of the Wyoming City Council duly held on _____ the foregoing budget amendment was approved.

City Clerk

STAFF REPORT

Date: August 23, 2023

Subject: Authorize Payment for Eastern Avenue Storm Sewer Repair

From: Jay VanDyke, Assistant Director of Public Works – Maintenance

CC: Myron Erickson, Director of Public Works

Meeting Date: September 5, 2023

RECOMMENDATION:

It is recommended the City Council authorize the payment of \$84,565.86 to Waste Recovery Systems, Inc for work related to the emergency repair of a 36” storm sewer under Eastern Avenue that failed. It is also recommended the City Council approve the associated budget amendment.

COMMUNITY, SAFETY, STEWARDSHIP:

Emergency repair of a 36” storm sewer that runs across Eastern Avenue was necessary to prevent further damage to our newly paved road and for the safety of motorists. Cured-in-place pipe lining (CIPP) technology was the most cost effective and efficient solution for this project.

DISCUSSION:

The City of Wyoming was notified on July 19, 2023, of a sinkhole that formed during a road resurfacing project on Eastern Avenue near the west entrance to Steelcase. It was determined through a camera investigation that a 36” steel pipe under Eastern Avenue had decayed and was allowing sand and gravel to infiltrate. This caused the asphalt to settle significantly.

Public Works and Engineering staff concluded that this pipe is a private storm sewer that collects stormwater from the properties to the east. Due to time constraints associated with the resurfacing project and the issue of not knowing who is responsible for the maintenance of the pipe, we decided we would oversee the repair of the pipe and bill the responsible parties accordingly.

Insituform, Midwest Trenchless Services, and Waste Recovery Systems, Inc were contacted to provide emergency quotes for this repair. Midwest Trenchless Services was not interested, and Insituform wasn't able to do the work in an acceptable time frame. Waste Recovery Systems, Inc provided a quote, and the City Manager authorized the repair. The CIPP installation was successfully completed on August 1, 2023.

Cured-in-place pipe lining (CIPP) is a trenchless technology that does not require excavation to



rehabilitate a pipeline that is either leaking or structurally unsound. A resin-saturated felt tube is inverted or pulled through a manhole into a damaged pipe. The resin is then cured, creating a new pipe inside of the host pipe.

BUDGET IMPACT:

Sufficient funds are available in the major street repairs and maintenance account: 202-441-46300-930.000. A budget amendment accompanies this request.

ATTACHMENT:

Invoice from Waste Recovery Systems, Inc.
Associated Budget Amendment





4750 Clyde Park Ave. S.W. Wyoming, MI 49509
 Phone: (616) 719-5597 Fax: (616) 719-5599

INVOICE

DATE	INVOICE #
8/11/2023	78252

CUSTOMER
City of Wyoming 1155 28th Street SW Wyoming, MI 49509-0905

WORKSITE
Eastern Ave Wyoming, MI

DUE DATE	JOB #	P.O. N.O.	TERMS
9/10/2023			Net 30

SERVICED	QTY	DESCRIPTION	RATE	AMOUNT
7/31/2023		1. Adhere to the safety, sanitation, and work rules of OSHA. 2. Mobilize crew and equipment to Eastern Ave in Wyoming, MI. 3. Utilize hydro-jetting, vacuum technologies, and mechanical rotary nozzle to clean and prepare mainlines for inspection. 4. Perform lateral CCTV camera pipe inspection to confirm / verify current pipe conditions. 5. Record video footage and provide to owner upon completion of rehabilitation work. 6. Install cured in place liner on Eastern Ave (allow for 4 to 6 hours for cure time) 7. Record video newly lined pipe and provide owner with post inspection CCTV video and reports.	81,470.00	81,470.00
		Fuel Surcharge	3,095.86	3,095.86

			TOTAL	\$84,565.86
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RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE PURCHASE OF
HYDROFLUOROSILICIC ACID (FLUORIDE)

WHEREAS:

1. As detailed on the attached staff report, the City of Grand Rapids accepted formal bids for hydrofluorosilicic acid (fluoride).
2. The City of Grand Rapids included the cities of Wyoming, Holland, Grand Rapids, Grand Haven, Muskegon Heights and Muskegon on the bid.
3. It is recommended the City Council authorize the purchase of hydrofluorosilicic acid (fluoride) from the low bidder, Univar Solutions USA Inc. in the amounts as shown on the attached staff report.
4. Funds for the purchase are budgeted in account number 591-591-55300-740.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council authorizes the purchase of hydrofluorosilicic acid (fluoride) from Univar Solutions USA Inc.
2. The City Council does hereby waive the provisions of Sections 2-252, 2-253, 2-254 and 2-256 of the City Code regarding publication and posting of bid notices, notification of bidders and the bid opening procedure.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on September 5, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

STAFF REPORT

Date: August 28, 2023

Subject: Hydrofluorosilicic Acid (fluoride) Cooperative Bid

From: Robert Veneklasen, Water Plant Superintendent

CC: Myron Erickson, Director of Public Works and Utilities

Meeting Date: September 5, 2023

RECOMMENDATION:

It is recommended the City accept the West Michigan Cooperative purchasing group bid for hydrofluoroisilicic acid (fluoride) provided by the City of Grand Rapids from Univar Solutions to supply the Water Treatment Plant.

COMMUNITY, SAFETY, STEWARDSHIP:

Participation in the West Michigan Cooperative purchase of chemicals provides the City with the most favorable pricing for the necessary treatment chemicals through the greater quantity to be supplied. In additions, cooperative purchasing maintains communications and common benefits between the participating municipal utilities.

DISCUSSION:

The City of Grand Rapids has accepted and awarded a contract for the purchase of hydrofluorosilicic acid from Univar. This is for the first year of a three-year bid period with annual renewals. The bids were received by the City of Grand Rapids as part of the West Michigan Cooperative purchasing strategy with participation by the cities of Wyoming, Holland, Grand Rapids, Grand Haven, Muskegon Heights, and Muskegon. The City of Wyoming has participated in the cooperative purchasing program for over fifteen years.

The initial and subsequent years lowest cost bids were submitted by Univar Solutions. Univar Solutions has been the lowest responsible bidder to supply fluoride for many years. The initial price of \$500.00 per ton is for the first year with subsequent renewals at \$525.00 for year two and \$550.00 for year three. This represents an increase in cost of \$150.01 per ton.

BUDGET IMPACT:

Based on the average water treatment flows for the past seven years the anticipated cost for fluoride at the Water Treatment Plant is \$92,487.00. Adequate funds were budgeted in account number 591-591-55300-740.000.

RESOLUTION NO. _____

RESOLUTION TO PURCHASE A PULSAFEEDER PUMP

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quote from Hamlett Engineering Sales Co. (HESCO) for the purchase of one Pulsafeeder pump at the Clean Water Plant in the total estimated amount of \$22,197.52.
2. Funds are budgeted in account number 590-590-54400-986.444.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby authorize the purchase of one Pulsafeeder pump from Hamlett Engineering Sales Co. (HESCO).
2. The City Council does hereby waive the provisions of 2-252, 2-253, 2-254 and 2-256 of the City Code regarding the 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 September 5, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Quote

Resolution No. _____

STAFF REPORT

Date: August 22, 2023
Subject: Purchase of one Pulsafeeder Pump
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: September 5, 2023

RECOMMENDATION:

It is recommended the City Council accept the quote as provided by Hamlett Engineering Sales Co (HESCO) for the purchase of one Pulsafeeder pump at the Clean Water Plant in the total amount of \$22,197.52.

COMMUNITY, SAFETY, STEWARDSHIP:

Stewardship of our assets, including the replacement of worn-out utility equipment, promotes the efficiency of the plant process and prevents costly repairs that could potentially interrupt the day-to-day operations of the Clean Water Plant.

DISCUSSION:

The Clean Water Plant utilizes four Pulsafeeder pumps for the purpose of supplying ferric chloride to the aeration basins which removes impurities such as phosphorus from the process by acting as a flocculant. Ferric chloride is very corrosive by nature and requires specialized pumps that meet chemical compatibility properties. All the Pulsafeeder pumps are 15+ years old and one such pump has failed completely, requiring replacement.

Therefore, HESCO was contacted to quote one direct replacement pump. HESCO is the sole authorized municipal distributor of Pulsafeeder for the state of Michigan and they provided a quote for the replacement of one Pulsafeeder pump in the total amount of \$22,197.52. HESCO has been a reputable supplier for many past purchases and has provided excellent service. Upon receipt of the new pump, Clean Water Plant staff will perform the installation.

BUDGET IMPACT:

Adequate funds exist in the Clean Water Plant Capital Account #590-590-54400-986.444.

QUOTE



Knowledgeable • Professional • Attentive • Likeable

29770 Hudson Drive Novi, MI 48377
Phone: (586) 978-7200
hesco-mi.com

TO: Daniel Kleinheksel
City of Wyoming CWP
2350 Ivanrest Ave
Wyoming MI 49418

Wednesday, August 16, 2023

QUOTE #: 3227-2
SALESPERSON: Heather Walker

Kleinhekseld@wyomingmi.gov

Wyoming DK Shine WTP Pulsafeeder Kit and Pump

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	LINE TOTAL
1.00	Pulsafeeder 7120 Pulsafeeder chemical feed pump 7120 Hydratube Diaphragm, Polyvinyl Chloride [PVC], 33 GPH, 50 PSIG, 01.2500-IN Piston, Flanged [ANSI] Connections, Automatic Electric Control, Pulsamatic, Special Motor, [Factory Choice], 1750 RPM	1		\$21,697.52	\$21,697.52
2.00	Estimated freight cost Actual freight amount will be invoiced	1		\$500.00	\$500.00
				SUBTOTAL:	\$22,197.52
				MI SALES TAX:	\$0.00
				TOTAL:	\$22,197.52

Ship Via:	Best Way FOB Destination	Shipping Terms:	Pre-Paid & Added to Invoice
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Payment Terms:	Net 30	Quote Valid Through:	09/30/2023
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Lead Time:	4-6 weeks ARO
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Note: The limited factory warranty offered on Pumps manufactured by Pulsafeeder, covers component failure and/or workmanship defects for a period of 12 months from the date of shipment.

HESCO will provide a One (1) year warranty concurrent with the Pulsafeeder warranty. This includes removing and replacing, or repair at no cost to the Owner, all parts of the work, including equipment which prove to be defective either in material, workmanship or operation. Please contact HESCO should the warranty need to be utilized during the (1) one year from date of shipment.

QUOTE



Knowledgeable • Professional • Attentive • Likeable

29770 Hudson Drive Novi, MI 48377
Phone: (586) 978-7200
hesco-mi.com

If favored with a Purchase Order, please issue it to:

HESCO
29770 Hudson Drive
Novi, MI 48377

and email it to the Salesperson listed above in the quote header.

HESCO's Terms and Conditions of Sale, which are attached hereto or are available at [<https://hesco-mi.com/wp-content/uploads/2021/10/Terms-and-Conditions-of-Sale.pdf>] and which are incorporated by reference in this Quotation as if set forth fully herein, ARE EXCLUSIVE and apply to all purchase orders accepted by HESCO for the products and/or services set forth herein and represent the sole and exclusive terms upon which HESCO will sell products and provide services to Buyer. This Quotation does not incorporate or assent to any terms and conditions proposed by Buyer in any request for proposal or other communication. Any additional or different terms and conditions proposed by Buyer are unacceptable to HESCO, are expressly rejected by HESCO, and shall not be binding upon HESCO unless accepted in writing on behalf of HESCO by the President of HESCO. HESCO's failure to object to provisions contained in any communication from Buyer shall not be deemed an acceptance thereof nor shall they supersede these terms and conditions.

END QUOTE

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A PROPOSAL FOR THE
CONFINED SPACE SAFETY UPGRADES AT THE CLEAN WATER PLANT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a proposal from Agile Safety, LLC for confined space safety upgrades at the Clean Water Plant in the total estimated amount of \$20,118.00.
2. Funds are available in account number 590-590-54300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a proposal from Agile Safety, LLC for confined space safety upgrades at the Clean Water Plant.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.
3. The City Council waives 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 September 5, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report

Contract & Proposal

Resolution No. _____

STAFF REPORT

Date: August 22, 2023
Subject: Confined Space Safety Upgrades
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: September 5, 2023

RECOMMENDATION:

It is recommended that the City Council accept the proposal as provided by Agile Safety for Confined Space Safety Upgrades at the Clean Water Plant in the amount of \$20,118.00.

COMMUNITY, SAFETY, STEWARDSHIP:

Being committed to the safety and well-being of City staff is essential. Providing adequate control of health and safety risks arising from work activities and maintaining safe and healthy working conditions leads to the prevention of injury, illness, and loss.

DISCUSSION:

The Clean Water Plant has many areas classified as confined spaces which are defined as a space with limited openings for entry and exit, unfavorable natural ventilation which could or could not contain or produce dangerous air contaminants, and which is not intended for continuous worker occupancy. Entrance into a confined space is dangerous and shall be treated accordingly. Nine confined spaces at the Clean Water Plant including the sludge holding tanks, aeration basins, and Parshall Flume do not have equipment installed for the use of fall protection or a retrieval system. To protect staff and the City of Wyoming, it is prudent to install the necessary safety equipment in these areas.

Therefore, contact was made with three companies capable and experienced in the installation of fall protection and retrieval system equipment. Agile Safety, Carbon Builders, and Dan Vos Construction Company were provided with the same scope of work and made a site visit to review the installation to ensure they were quoting the same projected work. All three companies provided a proposal, and they are as follows:

Agile Safety	\$20,118.00
Carbon Builders	\$22,718.00
Dan Vos Construction Company	\$24,210.45

Upon review of the proposals received, Agile Safety was found to meet the necessary scope of work and was also the lowest proposal. The City has successfully partnered with Agile Safety for many safety-related projects, equipment, and materials. Therefore, it is recommended the City Council accept the proposal as provided by Agile Safety for Confined Space Safety Upgrades at the Clean Water Plant in the amount of \$20,118.00.

BUDGET IMPACT:

Adequate funds exist in the Clean Water Plant account #590-590-54300-930.000.

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: Agile Safety, LLC
A Michigan limited liability company
850 Bridge St NW [Corporation, limited liability company, etc.]
Grand Rapids, MI 49504
[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: August 22, 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:

[Identify those the City Attorney has agreed may be waived or the City attorney approved modifications or write "None."
Agile Safety is not registered with SAM

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

Company

By: 

Elizabeth Bunette
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 8.15, 2023

CITY OF
Wyoming
MICHIGAN

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's actions or Contractor's personnel. 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 Contractor's actions or actions of Contractor's personnel.

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



850 Bridge Street NW
Grand Rapids, MI 49504 USA

616.301.1402 phone
616.301.1403 fax
800.836.1880 toll free

www.agilesafety.com

Equipment and Services
for a Safe and Healthy Workplace

SALES QUOTE

Date 7/7/2023
Quote # 29094

BILL TO:

Wyoming Clean Water Plant, City of
2350 Ivanrest Ave. SW
Wyoming, MI 49418

SHIP TO:

Wyoming Clean Water Plant
Attn: Dan
2350 Ivanrest Ave. SW
Wyoming, MI 49418

Reference / PO#	Terms	FOB	Delivery	Shipping Terms	Validity	Rep	
	Net 30	Ship Point		Prepaid & Add	8/6/2023	JDS	
Part Number - Description				Qty	U/M	Price	Total
Wyoming Clean Water Confined Space				1		20,118.00	20,118.00T

INCLUDES QTY TOTALS OF THE ITEMS BELOW:

AS85-312831C - Center Mount Sleeve Davit Base, Zinc Plated	8	0.00	0.00T
AS85-310109C - 3 Permanent Core Mount Sleeve Davit Mast Base Zinc Plated Steel	1	0.00	0.00T
AS85-318006C - Adjustable Upper Davit Mast 23 1/2" - 42 1/2" Offset Mast	1	0.00	0.00T
AS85-318509C - 21" Working Length Lower Mast	1	0.00	0.00T
AS85-318002C - Center Post 33"	1	0.00	0.00T
Product Installation Service -	1	0.00	0.00T

Account Notes

Shipping Acct

Justin Steffy Sales Representative Cell - (616) 644-7266 Email - justin@agilesafety.com	Subtotal	\$20,118.00
	Sales Tax (0.0%)	\$0.00
	Total	\$20,118.00

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A QUOTATION FOR
REPAIR OF ONE PUMP AT THE WATER TREATMENT PLANT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a quotation from Kennedy Industries, Inc. to repair one pump at the Water Treatment Plant in the total estimated amount of \$37,335.00.
2. Funds are available in account number 591-591-55300-930.000.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council accepts a quotation from Kennedy Industries, Inc. for the repair of one pump at the Water Treatment Plant.
2. The City Council authorizes the Mayor and City Clerk to sign the contract.
3. The City Council waives 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 September 5, 2023.

Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Contract & Quotation

STAFF REPORT

Date: August 23, 2023
Subject: Pump Repair
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: September 5, 2023

RECOMMENDATION:

It is recommended the City Council accept the proposal from Kennedy Industries for the repair of one pump in the total amount of \$37,335.00.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of utility equipment contributes to the efficiency of the equipment, and to the prevention of untimely and costly repairs or replacement that could potentially interrupt the day-to-day operations of the Water Treatment Plant.

DISCUSSION:

There are six pumps located in the Water Treatment Plant Low Service Building that pump Lake Michigan raw water to the main facility for treatment. One such low service pump is a 22.3 million-gallon-per-day (MGD) Ruhrpumpen vertical turbine pump that is over 50' in length. This pump was sent to Kennedy Industries for service and returned in July. Upon reinstallation, the pump seized shortly after startup. Kennedy Industries along with plant staff removed the pump and found a significant amount of sand packed into the impeller and throughout pump assemblies. The accumulation of sand in the pump wet well occurred while the pump was out for service and was not known to the installation team as the pump was lowered approximately 35' below the floor and into 20' of raw water. Following removal, the pump was shipped back to Kennedy Industries for evaluation. After reviewing the report and discussing the issue with Kennedy Industries, the excess sand was identified as a cause of pump shaft deflection which resulted in the seized bearing and pump failure.

Due to the size of the pump and the nature of the failure, significant effort was required for the removal of the pump and will be required for repair and reinstallation. Kennedy Industries provided a proposal for repair and field service for a total amount of \$37,335.00. This includes a 15% repair discount provided by Kennedy as a show of good faith and assistance in this unfortunate circumstance. Before reinstallation of the repaired pump, diving services will be engaged to remove the sand from the pump wet well.

BUDGET IMPACT:

Adequate funds exist in the Water Treatment Plant Repairs & Maintenance Account #591-591-55300-930.000.

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: Kennedy Industries, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
4925 Holtz Dr
[Contractor's street address]
Wixom, MI 48393
[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: September 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.

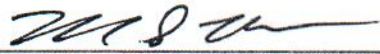
5. This is the only agreement between the parties regarding City's acquisition of the Goods from Contractor and/or engagement of Contractor to perform the Services. There are no other agreements, representations, or warranties except as stated in the Proposal. This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

Kennedy Industries, Inc.

By: _____
Kent Vanderwood, Mayor

By: 
[Signature officer, director or principal of Contractor]
Mike Hoar - Vice President
[Typed/Printed Name & Title of Person Signing for Contractor]

By: _____
Kelli A. VandenBerg, City Clerk

Date signed: 8-28, 2023

Date signed: _____, 20__

Approved as to form:



Scott G. Smith, City Attorney

EXHIBIT A

CITY CONTRACT STANDARD TERMS AND CONDITIONS

1. **Applicability.** These Standard Terms and Conditions apply to the Contract unless expressly modified in writing signed by the Mayor and City Clerk or the City Manager.
2. **Legal Compliance.** Contractor will comply with applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of governmental agencies, officials, or courts including, for example, OSHA and MIOSHA rules and regulations.
3. **Permits and Inspections.** Unless the Contract or Proposal states otherwise, Contractor will, without expense to City, (i) obtain all licenses and permits required to lawfully perform Services under the Contract, (ii) upon City request, furnish City copies of those licenses and permits, and (iii) ensure all inspections required by local, state, and federal agencies and codes are performed.
4. **Grant Compliance.** Contractor represents and promises that, if state or federal grant funds are identified a source of payment for any part of the project, Contractor has reviewed and will comply with all applicable grant agreement terms and conditions.
5. **Qualifications.** Contractor represents and promises that:
 - A. Contractor has and will maintain, and Contractor's personnel have and will maintain, any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Services in Michigan.
 - B. Neither Contractor nor any of Contractor's personnel: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within 3-years preceding this Contract been convicted of or have a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract with a government agency; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) are presently criminally charged with committing any of the offenses enumerated in this certification; and (iv) have within 3-years preceding this Contract had one or more public transactions terminated for cause or default..
 - C. If the Contract is for a community development block grant, U.S. Department of Housing and Urban Development (HUD), federal and/or state funded project, Contractor and Contractor's personnel are not listed on HUD's list of debarred and suspended participants.
 - D. 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, sexual orientation, gender identity or expression, 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.
 - 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, sexual orientation, gender identity or expression, 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.
 - 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.

21. Governing Law. This contract is governed in by and is to be interrupted according to Michigan law. The parties agree that the state courts in Kent County, Michigan shall have exclusive jurisdiction for any disputes or claims arising from this contract.

EXHIBIT B



KENNEDY
INDUSTRIES

INNOVATE
SOLVE
MONITOR
REPAIR

QUOTATION		
DATE	NUMBER	PAGE
8/23/2023	0053184	1 of 2

B WYO200
I CITY OF WYOMING
L ACCOUNTSPAYABLE@WYOMINGMI.GOV
T 1155 28TH STREET
O WYOMING, MI 49509-0905

Accepted By: _____
Date: _____
PO#: _____
Ship To: _____

ATTENTION:
DANIEL KLEINHEKSEL 616-738-4957 Kleinhekseld@wyomingmi.gov

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

CUSTOMER REF/PO#	JOB TITLE	SLP	SHIPPING TYPE
	LOW SERVICE PUMP #6, RUHRPUMPEN, PUMP, 37CKXL, WATER	TJC/CRB	FIELD SERVICE
QTY	DESCRIPTION		

THE FOLLOWING QUOTE IS FOR THE COST OF LABOR AND MATERIALS TO REPAIR THE ABOVE REFERENCED PUMP.

NEW PARTS REQUIRED:

- (1) DISCHARGE GASKET
- (1) SET OF O-RINGS
- (1) SET OF PACKING
- (1) PACKING SLEEVE
- (1) INTERMEDIATE SHAFT
- (1) HEAD SHAFT
- (1) ENCLOSING TUBE
- (8) ENCLOSING TUBE GUSSETS
- (1) STUFFING BOX BEARING
- (1) KEY
- (1) SET OF FASTENERS

LABOR REQUIRED:

- PICKUP AT JOB SITE AND TRANSPORT TO KENNEDY INDUSTRIES' WIXOM REPAIR FACILITY.
- DISASSEMBLE COMPLETE PUMP.
- SANDBLAST COMPONENTS AND PREP FOR INSPECTION.
- DIMENSIONALLY MEASURE ALL OPERATING CLEARANCES AND RECORD ON INSPECTION REPORT.
- WELD AND HAND BLEND OUTSIDE OF UPPER COLUMN THAT WAS CUT OUT DURING REMOVAL.
- REMOVE AND REPLACE ENCLOSING TUBE AND ENCLOSING TUBE GUSSETS.
- REMOVE REMAINING SHAFT THAT WAS CUT AT FIELD SERVICE REMOVAL.
- WELD AND HAND BLEND SUCTION BOWL WHERE PIECE BROKE OFF.
- ASSEMBLE ALL ROTATING PARTS ON SHAFT AND PLACE IN BALANCING MACHINE.
- VERIFY T.I.R. THEN DYNAMICALLY BALANCE ROTOR TO 4W/N.
- INSTALL ALL NEW SHAFT SLEEVES THEN MECHANICALLY LOCK IN PLACE.



KENNEDY
INDUSTRIES

INNOVATE
SOLVE
MONITOR
REPAIR

QUOTATION		
DATE	NUMBER	PAGE
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QTY	DESCRIPTION
-----	-------------

MEASURE AND RECORD ALL FINAL OPERATING CLEARANCES.

FINAL ASSEMBLE PUMP WITH NEW PARTS LISTED.

CHECK TO ENSURE PROPER LIFT AND FREE ROTATION.

PAINT THEN PRESERVE PUMP FOR FIELD SERVICE INSTALL.

TOTAL COST: \$23,985.00 - THIS PRICE INCLUDES 15% DISCOUNT ON REPAIR

DELIVERY: 4 WEEKS (AFTER RECEIPT OF ORDER)

IF YOU CHOOSE NOT TO REPAIR THIS PUMP, YOU WILL BE CHARGED AN INSPECTION FEE OF \$1,100.00

FIELD SERVICE LABOR REQUIRED:

KENNEDY INDUSTRIES PROVIDED (2) FIELD SERVICE TECHNICIANS ONSITE FOR REMOVAL OF YOUR RUHRPUMPEN PUMP.

KENNEDY INDUSTRIES WILL PROVIDE (1) FIELD SERVICE TECHNICIAN ONSITE TO SUPERVISE THE INSTALLATION AND STARTUP OF YOUR REPAIRED RUHRPUMPEN PUMP, TEST RUN AND VERIFY FOR PROPER OPERATION.

FIELD SERVICE COST : \$13,350.00

TOTAL REPAIR COST: \$23,985.00

TOTAL FIELD SERVICE COST: \$13,350.00

TOTAL COST: \$37,335.00

PLEASE PROVIDE WRITTEN OR VERBAL AUTHORIZATION SO THAT WE MAY RESPOND TO YOUR REQUIREMENTS. IF YOU HAVE ANY QUESTIONS, COMMENTS, OR ARE IN NEED OF ANY ADDITIONAL INFORMATION PLEASE FEEL FREE TO CONTACT ME AT (248) 684-1200.

SINCERELY,

MIKE HORN
VICE PRESIDENT
MHORN@KENNEDYIND.COM

This quote is subject to and incorporates by reference Kennedy Industries, Inc.'s ("Kennedy") Terms & Conditions (Rev'd 6/2023) and Customer Warranty available at www.kennedyind.com which will be provided by email upon written request. Kennedy reserves the right to change the Terms & Conditions and Customer Warranty for future orders. By accepting this quote and/or issuing a purchase order relative to this quote, buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Kennedy's website.

QUOTE VALID FOR 30 DAYS. CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL. PAYMENT TERMS: NET 30

TOTAL: \$37,335.00

P.O. Box 930079 Wixom, MI 48393 - 4925 Holtz Drive Wixom, MI 48393 - Phone: 248-684-1200 - Fax: 248-684-6011

www.Kennedyind.com

RESOLUTION NO. _____

RESOLUTION FOR AWARD OF BID

WHEREAS:

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

NOW, THEREFORE, BE IT RESOLVED:

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

Item	Recommended Bidder	Cost
Masonry Restoration	Kent Companies	\$31,385.00

2. The City Council authorizes 15% or \$4,707.75 for contingency for the masonry restoration project.
3. The City Council authorizes the Mayor and City Clerk to sign the contract.
4. The City Council authorizes the City Manager to approve and sign change orders that are within the contingency.

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 September 5, 2023.

Kelli A. Vandenberg, Wyoming City Clerk

ATTACHMENTS:

Staff Report
Bid & Contract

Resolution No. _____

STAFF REPORT

Date: August 23, 2023
Subject: Masonry Restoration
From: Dan Kleinheksel, Utility Maintenance Manager
Date of Meeting: September 5, 2023

RECOMMENDATION:

It is recommended the City Council award the bid for the Clean Water Plant Masonry Restoration Project provided by Kent Companies in the amount of \$31,385.00 with a 15% contingency for a total amount of \$36,092.75.

COMMUNITY, SAFETY, STEWARDSHIP:

Regular and proper upkeep of city infrastructure contributes to their longevity and 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 buildings are mostly constructed with block walls and a brick façade. Some of these buildings date back to the early 1960s and 1970s, and over decades the brick façade has deteriorated in various areas, specifically the lime holding tanks and chemical building. To prevent further decay and degradation of each structure, it is prudent to replace and repair the damaged masonry.

Therefore, specifications were developed for masonry restoration and advertised on the City’s website. It is not uncommon for restoration projects to require additional work unforeseen until the existing brick is removed so line item unit pricing for additional work was included in the bid package. A pre-bid meeting was held at the Clean Water Plant on August 7, 2023, with five contractors in attendance. On Tuesday, August 22, the City received three bids, 21 invitations to bid were sent to and/or downloaded by prospective bidders. The bids received are as follows:

Cusask’s Masonry Restoration, Inc	\$70,800.00
Ram Construction Services of Michigan, Inc	\$50,277.00
Kent Companies	\$31,385.00

Upon review of the bid documents received, Kent Companies met the necessary bid specifications and provided the lowest total bid price with competitive unit pricing for unforeseen additional work. Kent Companies has successfully performed masonry projects for the utility plants providing quality installations at a competitive price.

BUDGET IMPACT:

Adequate funds exist and have been budgeted for in the Clean Water Plant account #590-590-54300-930.000.

PROPOSAL

August 22, 2023

ATTN: Dan Kleinheksel
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509-0905
Email: Dan.Kleinheksel@wyomingmi.gov

Reference: Wyoming Clean Water Plant Restoration

Scope

Kent Companies proposes to furnish labor and material according to the following Bid Scope provided by Dan Kleinheksel & Addendum 1 dated 8/16/23.

Masonry Restoration – 3,260 SF

- Remove and replace damage or missing brick, assumes 650 brick or less
- Tuckpoint damaged or missing mortar joints within brick façade, assumes 15% or less of joints
- Remove and replace damaged caulk joints at control joints and around doors/louvers
- Furnish and install flashing at top brick to top cap connection at (2) locations, approx. 65 LF total
- Clean and power wash exterior façade per specs provided

For the sum of: \$31,385.00

Notes: Kent Companies assumes work to be completed during normal working hours (M-F, 7am to 5pm). Kent Companies will clean the exterior façade per specs provided, however, existing efflorescence may not be removed per the spec provided. All additional work to be billed per unit rates provided, excludes any deletions from scope provided.

Kent Companies assumes this project is tax exempt for materials per specifications provided and we have not included sales tax for materials in base bid pricing.

The proposed Contract modification is to add the following at the end of Section 1.B.:

“Notwithstanding any provision of the Contract Documents, the Contractor and the City mutually waive all claims for consequential, indirect, or impact damages against the other.”

Excludes:

- Glazing
- Fire rated joint sealants
- Concrete patching or prepping for materials
- Testing, inspection, engineering, permits bonds
- Prevailing Wage
- Winter conditions
- All items not specifically identified above

Acceptance of Proposal

This proposal is good for 30 days. By accepting this Proposal, the Customer authorizes Kent to perform the work as specified above, agrees to make payment to Kent as required, and expressly accepts and agrees to be bound by all the attached Terms and Conditions. Please do not hesitate to call with any questions relating to this proposal.

Submitted by:

Dustin Nagelkirk, Division Manager

(616) 258-9989

Dnagelkirk@kentcompanies.com

Michael Berens, Project Manager

(616) 340-1787

Mberens@kentcompanies.com

Authorized Signature: _____ Date: _____

Exhibit A: Terms and Conditions

1. Allowing Kent Companies, Inc. ("Kent") to commence work or preparation for work or Customer's signature on this Proposal will constitute acceptance by Customer of this Proposal. In the event of any conflict between the terms of this Proposal and any other document, writing, agreement or source, this Proposal shall govern.
2. Kent's schedule of values shall be used to determine progress payments. All sums shall be paid within 30 days of proper request for payment. All sums not paid when due shall bear interest at the rate of 1 1/2 % per month from the due date until paid or the maximum rate permitted by law, whichever is less. Kent shall be entitled to recover from Customer all costs of collection, including reasonable attorneys' fees. Furthermore, Kent shall be entitled to stop work for nonpayment upon two (2) days written notice to Customer. Nothing herein shall be construed to limit any other remedies for breach or nonpayment Kent may have at law or equity.
3. The proper venue to resolve any dispute arising under the subcontract shall be the place where the project is located. The laws of the place where the project is located shall govern all disputes, notwithstanding conflicts of law principles.
4. Kent shall be entitled to equitable adjustments of the Proposal price, including but not limited to any increased costs of labor, supervision, equipment or materials, and reasonable overhead and profit, for any modification of the project schedule differing from the bid schedule, and for any other delays, acceleration, out-of-sequence work and schedule changes beyond Kent's reasonable control, including but not limited to those caused by labor unrest, fires floods, acts of nature of government, wars, embargos, vendor priorities and allocations, transportation delays, suspension of work for non-payment or as ordered by Customer, or other delays caused by Customer or others.
5. This Proposal, including without limitation the price and scope, may not be modified except by a written change order signed by both Kent and Customer. Kent shall have no obligation to perform any additional work until a change order is signed by both Kent and Customer. Costs for work associated with approved change orders shall be billed during the same billing period they are incurred, regardless of whether Customer has fully processed a change order.
6. Kent does not accept the risk of Customer's receipt of payments from any source, and in no event will payments to Kent be based upon, or subject to, Customer's receipt of payment for Kent's work from any source. Payments received by Customer for Kent's work shall be held in trust and used solely for the benefit of Kent and those for whom Kent is responsible.
7. For a period of one (1) year from the date Kent completes its work, Kent will repair or replace any structure or portion of a structure that Kent or its subcontractors installed pursuant to this Proposal that is shown to be materially defective as a result of faulty workmanship or faulty material, ordinary wear and tear and damage caused by third parties excepted. All warranties of merchantability and fitness for a particular purpose are hereby disclaimed Kent. All materials shall be furnished in accordance with the respective industry tolerances of color variation, thickness, size, finish, texture and performance standards. All warranty claims must be received by Kent not more than one (1) year after completion of Kent's work, and Kent must be provided a reasonable opportunity to inspect and make corrections, or such warranty claims are barred. Kent shall have no obligation to honor its warranty unless final payment has been made.
8. Kent is not responsible for special, incidental or consequential damages and Kent's liability for delay damages shall not exceed 5% of the original subcontract amount. Kent is not responsible for damage to its work by the Customer, other trade contractors or any other party not within Kent's reasonable control, and any repair work necessitated by such damage is extra work.
9. The Parties acknowledge, understand and agree that Kent has not and will not be performing any design services that require a license under Michigan law (or the law of the state where the Project is located) related to this Proposal and Project.
10. Kent's liability on any claim of any kind, including without limitation negligence, breach of contract and breach of warranty, for any loss or damage arising out of or connected with this Proposal, or the Work, shall in no case exceed the sum paid to Kent pursuant to this Proposal. No action, regardless of its form and arising out of this Proposal or any Work may be brought against Kent more than two (2) years after the Work is complete.
11. If the parties cannot reach resolution on a matter relating to or arising out of this Proposal, the parties shall endeavor to reach resolution through good faith direct discussions between the parties' representatives, who shall possess the necessary authority to resolve such matter. If the parties' representatives are not able to resolve such matter within five (5) business days of the date of first discussion, the parties shall submit such matter to facilitated mediation. The costs of the mediation shall be shared equally by the parties. If the matter remains unresolved, the parties shall submit the matter to litigation in Kent County, Michigan. The costs of litigation and reasonable attorneys' fees shall be borne by the non-prevailing party, as determined by the judge.
12. Kent Companies accepts cash, check or credit cards. A 3% convenience fee will be added to the total invoice amount if paying by credit card.

ADDENDUM No. 1

City of Wyoming, Michigan

Name of Contract: MASONRY RESTORATION

Bid Due Opening Date/Time: Tuesday, August 22, 2023, 11:00 A.M.

MODIFICATIONS TO CONTRACT DOCUMENTS:

- Pg. 14 (2) Materials

(b.)(iii) Change Belden Brick type from Modular Colony Red Range A to **Belden Brick 503-505. Modular and Standard brick sizes are required.**

- Pg. 15 (5) Brick Removable and Replacement

(b.) Change brick quantity from five hundred bricks to be replaced to **six hundred and fifty (650) bricks to be replaced.**

RE-ROOFING A BUILDING

ADDENDUM No. 1

May 31, 2023

REQUEST FOR BIDS/PROPOSALS

The City of Wyoming, Michigan ("City") is requesting bids/proposals for the items, services, or project generally referred to as:

MASONRY RESTORATION

as more particularly described and detailed in the plans and specifications attached to this Request for Bids/Proposals (the "Work").

DUE DATE AND TIME

The City Clerk will receive bids/proposals for the Work submitted by the date and time stated below in accordance with this Request for Bids/Proposals:

Due date and time: Tuesday, August 22, 2023, 11:00 A.M., local time

**Place: Wyoming City Clerk's Office
Wyoming City Hall
1155 28th Street SW
Wyoming, MI 49509-0905**

If using United States Post Office for delivery, add PO Box 905 in the mailing address above.

All bids/proposals must include the fully signed Bid/Proposal Form and all other required information submitted in a sealed envelope and plainly labeled: "Bid/Proposal for MASONRY RESTORATION."

Proponents are solely responsible for ensuring delivery by the required date and time. Any bid/proposal, even if in route by U.S. Mail or by courier service or if held by the U.S. Postal Service or a courier for pick-up by City staff, that is received in the Clerk's Office after the required date and time, will not be opened and will be returned to the bidder/proponent. **Bids/proposals will not be accepted by e-mail or other electronic delivery.**

PRE-BID MEETING

A pre-bid meeting – will be held:

Date and time: Monday, August 7, 2023, 1:00 P.M., local time

**Place: Wyoming Clean Water Plant
2350 Ivanrest Ave SW
Wyoming, MI 49418**

QUESTIONS, INTERPRETATIONS AND ADDENDA

Questions about or requests for interpretation of this request for bids/proposals, any of the plans and specifications, or any bid/proposal requirements may be directed via e-mail to Dan.Kleinheksel@wyomingmi.gov. No questions or interpretations will be issued later than 4 days before the due date for bids. Questions will not be answered by phone or in other oral communication. City will endeavor, but is not required to, email a copy of any addenda, answers to questions or interpretations that may be of general interest to potential bidders/proponents who have provided a valid email address and requested notification of this specific bid/proposal via the City's e-Bidder system. Addenda will also be available on City's website and at City's Purchasing Department, 1155 28th Street SW, Wyoming, MI 49509.

It is the bidder's/proponent's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the specifications and all bidders/proponents shall be bound by such changes or addenda.

BID/PROPOSAL REQUIREMENTS

All bids/proposals shall remain valid for at least 90 days after submission.

Any bidder may withdraw its bid at any time prior to the scheduled time for the bid opening. A written request to withdraw shall be delivered to City's Purchasing Department prior to award.

All proponents are responsible for the following in preparing and submitting a bid/proposal:

1. Reviewing and being familiar with this request for bid/proposal and all plans and specifications, including any issued addenda and any interpretations, and attending any pre-bid meeting. Addenda to and interpretations of

this request for bids/proposals will be posted on City's website when issued. No addenda or interpretations will be issued later than 4 days before the due date for bids/proposals.

2. Reviewing the plans and specifications to determine if due to funding requirements, Davis-Bacon Act or other prevailing wage requirements, low and moderate income worker, women and minority owned business, Buy America, or other requirements apply.
3. Reviewing standard terms and conditions and, if provided, the contract that will be signed.
4. If applicable, being familiar with the Work site and Work site conditions.
5. In submitting a bid/proposal, the proponent accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by the City due to unanticipated difficulties encountered in performing the actual work.
6. Specifications and plans referred to in this bid/proposal document are for reference only and need not be returned with the bid/proposal. They will, however, be part of the contract documents.

ALL BIDS/PROPOSALS MUST:

1. Be typed or clearly printed in ink.
2. Be free of erasures or corrections except those initialed by the bidder/proponent.
3. Include the bid/proposal form and all other required forms fully completed and signed, including any detailed pricing information.
4. Be received by the date and time specified on page one of this bid/proposal document.
5. Be in a sealed envelope labeled as required on page one of this bid/proposal document.
6. Include a cover letter that lists all enclosures.
7. Include the original signature(s) of one or more individuals authorized to bind the proponent.
 - A. All bids must include the business name as it appears on the records of the Michigan Department of Licensing and Regulatory Affairs Corporation Online Filing System. If the business is using an assumed name, the proper business name must also be provided.
 - B. Businesses must also provide the state in which they were organized, e.g. Michigan, Delaware, etc. and the type of entity, e.g., corporation, partnership, limited liability company, limited partnership, or other business form.
 - C. Both the bid/proposal and contract must be signed by an individual with the authority to bind the bidder/proponent. If there is a question about signing authority, the city may seek verification of that authority.
8. Include any bid bond or other security required by the specifications.
 - A. The bid bond (if required) must be signed by the bidder/surety with the signature of an individual(s) authorized to bind the bidder and surety.
 - B. Attorneys-in-fact signing bid bonds must file with each bond a certified effective dated copy of their powers-of-attorney.
9. Include prices meeting the following requirements:
 - A. Prices must be stated in units of quantity specified in the plans, specifications, and request for bid/proposal. In case of any discrepancy in amounts in the bid/proposal, the quoted unit price will govern.
 - B. If a lump sum bid price is requested, the bidder/proponent shall submit a lump sum price for performing each phase of any Work specified in the plans and specifications as a turnkey project. Nothing shall remain to be purchased or supplied other than items the plans and specifications indicate will be separately purchased. If any items, accessories or groups of items required to perform the work specified are not specifically indicated in the plans and specifications, it shall be the proponent's responsibility to furnish those items, accessories or groups of items, and include them in the lump sum bid price submitted.
 - C. If the proposal is for professional or other services provided under a retainer and there are exceptions to what the retainer covers, those exceptions must be specifically stated. If the professional or other services are to

- be provided on an hourly basis, the hourly rate(s) should be specified and billing shall be in 1/10 hour increments. If the proposal is for a not-to-exceed amount, that shall be stated.
- D. If the bid or proposal is for a fixed fee or not-to-exceed amount and site visits, meeting attendance, or other items are to be limited, that limitation shall be clearly stated.
 - E. If incidental costs are to be charged in addition to other amounts, those costs to be charged, including any multipliers and mark-ups should be clearly listed.
 - F. If travel costs are to be charged in addition to other amounts, the basis for such expenses shall be stated. City reserves the right to require City pre-approval of lodging, transportation, and other travel costs.
 - G. Bid prices for equipment, goods or other items must include all delivery charges.
10. If required by the specifications, include:
- A. The manufacturer and/or model number(s) of specified equipment.
 - B. The warranties or guarantees provided for any work, equipment and other items.
 - C. The number of calendar days required for delivery of any equipment, goods or other items.
11. Include a proposed schedule for beginning and completing any Work in accordance with the plans and specifications. The schedule may propose specific dates or may be a timeline based on the date(s) of the contract award and notice to proceed. If the bid/proposal is only for the purchase of goods or equipment and does not include any Work, the delivery time is to be provided as stated in 10.C above.
12. Identify any part of the specifications, standard terms and conditions, or contract terms which the proponent is unable to meet or which the proponent wishes to see modified. If modifications are requested, the bid/proposal must include the proposed language for the requested modification.
13. Include the names, addresses, and other contact information for, and responsible contacts for each subcontractor or consultant the proponent will use for the Work. City reserves the right to approve or disapprove of all subcontractors and consultants.
14. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a list and information for key personnel of the proponent who will be involved in the Work.
15. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a list of similar projects, services, or work the proponent has provided within the last 5 years including:
- A. The name(s) of the proponent's client(s) or customer(s),
 - B. A description of the work performed,
 - C. A description of the overall project,
 - D. The date(s) the proponent performed the work, and
 - E. The name(s), position(s), and contact information for one or more individual(s) familiar with the proponent's work for each client or customer.
16. If the bid/proposal includes Work (and not just for the purchase of goods or equipment), include a detailed description of the proponent's experience, expertise, personnel, equipment, and other capabilities for performing the work as required by the specifications.
17. Identify and provide e-mail, telephone, and cell phone information for one or more of the proponent's personnel familiar with the bid/proposal and, if the bid/proposal includes Work (and not just for the purchase of goods or equipment), the proponent's work on similar endeavors who is authorized to speak for the proponent.

CONSIDERATION OF BIDS/PROPOSALS

BID OPENING AND TABULATION

Bids/proposals will be publicly opened and read immediately following the due date and time stated above. Bids/proposals will be tabulated by City staff working in conjunction with any design professional or other consultant identified in the specifications or contract document(s).

Results of the bid/proposal openings are generally available on City's website www.wyomingmi.gov within 2-3 business days after scheduled bid/proposal opening.

CITY'S RESERVATION OF RIGHTS

The City reserves the rights to do any or all of the following:

1. Cancel any bid, order, and/or contract in whole or in part without penalty due to failure of a proponent/contractor to comply with the specifications.
2. Reject any or all bids.
3. Waive any irregularities, nonconformities, or technicalities of any bid.
4. Correct any bid during tabulation so a discrepancy in computing the amount of the bid is resolved by using quoted unit prices.
5. Review the experience, qualifications, and other information about any proponent and any identified subcontractor or consultant submitted as part of the bid/proposal.
6. Make inquiries of others about any proponent, any identified subcontractor or consultant, and any of their personnel.
7. Require background checks of the personnel of any proponent or identified subcontractor or consultant of any proponent to be undertaken at the expense of the proponent.
8. Negotiate with one or more selected proponent(s).
9. Award the bid and/or contract in a manner and to such proponent as deemed to be in the best interests of the City.

GENERAL DESCRIPTION OF CONSIDERATION PROCESS

Consideration of bids/proposals typically involves (i) review and tabulation of the bids/proposals and accompanying information, (ii) review of bid alternates and any provided samples, (iii) recommendation from any design professional engaged by City (if identified in the plans and specifications), (iv) contacts of references and those for whom proponents have previously worked, (v) recommendation by the City Manager or the City Manager's designee (often a department director) to the City Council, (vi) finalization of contract documents with and the signature(s) of the recommended proponent, and (vii) City Council award of the contract. City is not obligated to follow and may deviate from this typical process as deemed in the best interest of the City.

CONSIDERATION FACTORS

While contract price/cost is an important factor in consideration of any bid/proposal, (i) the proponent's experience and expertise, (ii) the proponent's reputation, (iii) previous City experience with a proponent, (iv) the experience, expertise, reputation, and previous City experience with the proponent's identified subcontractor's and consultants, and (v) other factors may be as or more important with respect to the award of any particular bid/proposal and/or contract.

CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions apply to any contract awarded pursuant to the request for bids/proposals. By submitting a signed bid/proposal, the proponent is attesting it complies with and promises will comply with these Standard Terms and Conditions, except to the extent the proponent's bid/proposal identifies any specification, standard terms and conditions, or contract terms which the proponent is unable to meet or which the proponent wishes to see modified and proposes specific modifications.

Because these are contract terms and conditions, the term "Contractor" is used to refer to the proponent to whom the contract is awarded.

1. **Legal Compliance.** Contractor, all Contractor's subcontractors, all Contractor's suppliers, all Contractor's consultants, and all of their respective personnel shall comply with all applicable (i) laws, rules, regulations, codes, and ordinances, (ii) license and permit requirements, and (iii) orders of any governmental agency, official or court of competent jurisdiction. This includes, for example and without limitation, complying with federal Occupational Safety and Health Administration (OSHA) and Michigan Occupational Safety and Health Act (MIOSHA) safe practices, and with applicable federal and state labor laws, rules and regulations.
2. **Permits and Inspections.** Unless the plans and specification or the submitted bid/proposal states otherwise, Contractor shall, without expense to the City, obtain all licenses and permits required to lawfully perform the Work under the contract and shall furnish copies of those licenses and permits to the City prior to commencing Work.

Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. **Grant Compliance.** If state or federal grant funds are identified in the plans and specifications or contract form as a source of payment for any part of the project, Contractor (i) represents has reviewed the grant agreement and (ii) it agrees to comply with any grant agreement terms and conditions that apply to the contract.
 - A. If some or all of the funds for Work come from the United States Department of Housing and Urban Development (**HUD**), the parties agree that the HUD Fair Labor Standards Act Provisions and General Decision Number MI20230088 dated 02/03/2023, will apply to all wages Contractor pays for any work on the project.
 - B. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to the City that reflect all costs and expenses incurred in performing this Contract and records of the use of all consideration received pursuant to this Contract. Contractor's financial records and reports will conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance."
 - C. SECTION 12 – HUD SECTION 3 PROVISION OF TRAINING AND EMPLOYMENT OF LOW AND VERY LOW-INCOME PERSONS: Per 24 CFR 75.3(a)(iii), Section 3 requirements apply if a public construction project receives \$200,000 or more in HUD funding. Section 3 requirements when triggered apply to all employment and training opportunities and contracts for work arising in connection with the project.
4. **Qualifications.** Contractor represents and promises that:
 - A. Contractor, any personnel engaged by Contractor, any subcontractor and consultant of Contractor, and any personnel engaged by such subcontractors and consultants, must have and must maintain any needed licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply the materials required by the contract.
 - B. Neither Contractor nor any subcontractor or their respective principals, owners, officers, shareholders, key employees, directors or member partners: (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (ii) have within the last 3-years 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 contract or transaction with a governmental entity; (iii) have within the last 3 years violated federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) are presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in this certification; and (v) have within the last 3-years had one or more contracts or transactions with a governmental entity terminated for cause or default.
 - C. If the contract is for a Community Development Block Grant (CDBG) or other federal and/or state funded project, Contractor and subcontractors are not listed on the United States Department of Housing and Urban Development (HUD) listing of debarred and suspended participants. Contractor and any subcontractor will register on the Federal SAM Registry available at: <https://usfcr.com>. Contractor and any subcontractor are not on and will remain off the Federal System for Award Management list of persons and entities ineligible for federal contracts.
 - D. Neither Contractor nor any subcontractor is an "Iran linked business" under Michigan's Iran Economic Sanctions Act, 2012 PA 517.
5. **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. Contractor will comply with applicable state and federal laws, rules, regulations, orders, and guidance 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.

- B. 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 (see the Title VI Non-Discrimination Plan tab at www.wyoming.gov) comply with this requirement.
 - C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance with them.
 - D. 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.
 - E. 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.
6. Ethical Standards. To the best of Contractor's knowledge after reasonable inquiry:
- A. Contractor and its directors, members, partners, officers and employees, as well as any parent, affiliate, or subsidiary organization or subcontractor of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) any act that creates an appearance of impropriety with respect to the award or performance of this contract; (iii) attempting to influence or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iv) paying or agreeing to pay any person, other than its employees and consultants, any consideration contingent upon the award of the bid/contract.
 - B. No owner, director, officer, member, partner or key employee of Contractor or of any parent, affiliate, or subsidiary organization or subcontractor of Contractor is a spouse, parent, child, grandchild, or sibling of the mayor, city council member, or another elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its proposal.
 - C. Contractor will immediately notify the City of any subsequently discovered violation of the standards in this section.
7. Media Releases. Media or other releases (including promotional literature and commercial advertisements) pertaining to the contract or the project to which it relates shall not be made without the City Manager's prior written approval and only in accordance with the written terms provided in that approval.
8. Payment to Contractor.
- A. Contractor and all its subcontractors, suppliers and consultants shall, before beginning the Work, complete and return by email to the City Finance Department at Acct_Info@wyomingmi.gov an IRS W-9 form (available at www.IRS.gov).
 - B. Payments to Contractor will be made in accordance with the contract and specifications. If no other terms are provided, payment of an invoice to the City will generally be made within 30 days after all required information is submitted provided the design professional (if one is identified in the specifications or contract) and authorized City representative agree the Work has been performed, materials or equipment delivered, and other actions taken as provided in the contract and in accordance with any plans and specifications.
 - C. Payment disputes will be resolved as provided in the contract. If no other provisions apply, the City will pay the undisputed amount and the disputed amount will be held in a non-interest bearing account until the dispute is resolved.
9. Intellectual Property. Contractor guarantees the sale or use of articles, software, copies, records or other intellectual property provided under or used to perform the contract will not infringe any copyright, patent, trademark or other intellectual property rights. Contractor will, without expense to the City, defend every action

brought against the City or the City's officers or employees for any alleged infringement of any intellectual property rights by reason of their sale or use as part of the contract and will pay all costs, damages, and profits recoverable in any such action.

10. **Materials and Equipment Information, Quality, Disposal, and Related Requirements.** If the plans, specifications or contract call for the use, installation or acquisition for City use of any materials, equipment, supplies or other items:
 - A. Unless otherwise stated in the plans, specifications or proposal, all materials, equipment, supplies, and items supplied under the contract shall be new, the best of their respective kind, and free from defects.
 - B. Specifications in this request for bids/proposals are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability, and/or performance level desired. When alternates are bid, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The City will be the sole judge of equivalency.
 - C. The City reserves the right to request samples. Contractor shall provide samples as requested to the City at Contractor's expense within 10 days of bid opening. Samples will not be returned.
 - D. Contractor shall provide the City all manufacturer parts lists, assembly, and maintenance information, and any other documents provided by the manufacturer for any items provided or installed under the contract, and shall ensure any warranties for such items are held by or assigned to the City.
 - E. If quantities are listed in this request for bids/proposals, the quantities are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.
 - F. Failure of Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the bid price(s) when alternate procurement is necessary. Excess costs will include administrative costs. Prices shall be delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the bid/proposal pricing unless otherwise specified in the bid or expressly stated in Contractor's proposal/bid.
 - G. Unless the specifications or proposal expressly state otherwise, Contractor will remove and dispose of all materials, equipment or other items demolished, removed or replaced during the Work and cleanup and remove all debris resulting from the Work. Disposal will comply with applicable laws, rules and regulations. Contractor will retain and, upon request, provide the City copies of any required manifest or other disposal documentation.
11. **Restoration.** Unless the plans and specifications state otherwise, Contractor will restore, without expense to the City, any property damaged during or as a result of any Work to a condition similar and equal to that existing before such damage. If Contractor fails to make such restoration, the City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost the City incurs to do so from any amounts due Contractor.
12. **Access to Work.** City personnel, the City's design professional(s), and City representatives must always have access to all parts of the Work and will be furnished such information and assistance by the Contractor as reasonably needed or desired to make a complete and detailed inspection of the Work.
13. **Taxes.** The City is generally exempt from federal and state taxes, including state sales and use taxes, and a copy of its certificate of tax exemption can be requested by contacting the City Finance Department.
 - A. Invoices must be separated to show the amount added for taxes of any kind if applicable.
 - B. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts.
 - C. On construction projects state sales taxes are applicable on materials only.
14. **Records.** Because the City is a public entity and because it receives funds from other governmental agencies: (i) the City is required to retain, be able to obtain, and/or audit records related to City contracts and (ii) Michigan's Freedom of Information Act generally requires that the City disclose to those requesting them copies of all requested documents relating to the bid/proposal and any resulting contract. Contractor shall retain copies of all records related to the contract, including, without limitation, the items supplied or used in performance of the contract, and all work under the contract for at least 7 years after completion of the contract. Contractor shall, within 5 City business days of any City request, allow inspection, auditing and copying of all retained records.
15. **Assignment/Beneficiaries.** Unless otherwise expressly provided in the contract:

- A. No right or duty of Contractor under the contract may be assigned or delegated without the City's prior written consent.
- B. The contract will be binding on Contractor's successors and permitted assigns.
- C. No other individuals or entities are intended to be beneficiaries of the contract.
16. Independent Contractor. Contractor and all Contractor's subcontractors and consultants are wholly independent of the City and none of any of their personnel shall be or be represented to be City officers or employees. Contractor is solely responsible for the acts, omissions and statements of Contractor's personnel and is also responsible for the personnel of Contractor's subcontractors and consultants. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for services or work provided under the contract. Except for payment of the contract price, the City has no responsibility to supervise, compensate or insure Contractor, Contractor's subcontractors or consultants or any of their personnel.
17. Disputes/Remedies. Unless the contract or specifications otherwise provide the following applies to any dispute about the bid/proposal, contract award, or any resulting contract:
- A. In case of Contractor's default, the City may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned by the default. Such action will only be (i) when time is off the essence due to impending weather conditions, upcoming seasonal changes, permit durational limits, scheduled events, conflicts with other projects, or other circumstances the City reasonable determines makes time of the essence and (ii) after at least written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.
- B. Before filing any lawsuit, a party must first notify the party in writing stating the provision involved, stating the actions or failure to act that did not comply with the provision, and proposing the action to be taken to address the alleged non-compliance. The party receiving that notice shall, within 14 days, respond in writing detailing any reasons why it disagrees that it has failed to comply with the contract or stating what actions it has taken or is taking to address the noncompliance and prevent recurrence. Both parties shall meet within 14 days after the date of the response in an effort to resolve any continuing dispute.
- C. A party need not undertake the procedure provided in subsection 17.B if it has previously done so with respect to any noncompliance with the same contract provision.
- D. Jurisdiction and venue for any dispute shall be solely in the state courts in Kent County, Michigan. All parties agree to this jurisdiction and venue.
- E. In addition to any other remedies to which any party may be entitled, the prevailing party shall be entitled to recover all actual reasonable costs, including for example and without limitation, filing fees, expert consultation and witness fees and expenses, attorneys' fees, discovery expenses, copying costs, exhibit preparation costs, and any other actual reasonable costs incurred to investigate, bring, maintain or defend any action from its first discovery or first notice of it through all collection and appellate proceedings.
- F. Discrepancies in Plans and Specifications
1. Any discrepancies found in the Plans and Specifications must be immediately reported to the contact identified on page 2 of this Request for Bids document, who will correct such discrepancies, errors, or omissions in writing.
 2. In resolving discrepancies among two or more sections of the Contract Documents, precedence shall be given in the following order:
 - Contract
 - Bid Proposal on the City's Form - without any additions or changes
 - Technical Bid Specifications
 - Instructions to Bidders
 - General Bid Information
 - Drawings
 - City of Wyoming Standard Specifications for Construction\Prequalification Documents
<https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications>

3. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

18. General Terms.

- A. These terms and conditions may not be amended or modified except in writing signed by Contractor and the City. These terms and conditions shall not be affected by any course of dealing.
- B. The captions are for reference and will not affect the interpretation of these terms and conditions.
- C. The contract is made in Kent County, Michigan.
- D. These terms and conditions and the rights and obligations of the parties under them shall be governed by, and interpreted in accordance with, the laws of the state of Michigan.
- E. Reference by office to any City officer includes that City officer's designee(s).

RISK ALLOCATION AND INSURANCE

1. Risk Allocation.

- A. Contractor is solely responsible for (i) the means and methods of the work and services provided under the contract, (ii) the conduct of its officers, employees, subcontractors and consultants, and (iii) for any injuries or property damage occurring as a result of its Work under and performance of the contract.
- B. Contractor shall hold City and City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against any claims made by persons other than the City as a result of Contractor's Work under or performance of this Contract. Contractor shall reimburse the City for or pay in the City's stead any costs the City incurs as a result of claims, demands, judgments, administrative actions, or any order to pay any amounts made or entered against the City or City officers or employees as a result of Contractor's Work under or performance of this Contract →
- C. For professional services contracts with a Michigan-licensed architect, professional engineer, landscape architect, or professional surveyor, Contractor's obligation under 1.B shall be limited as provided by 1966 PA 165, MCL 691.991:

"Notwithstanding any provision of the Contract Documents, the Contractor and the City mutually waive all claims for consequential, indirect, or impact damages against the other."

2. Insurance.

- A. Unless otherwise provided in the specifications, Contractor shall provide the following insurance:

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
COMMERCIAL GENERAL LIABILITY	
Minimal Limits: \$2,000,000 Each Occurrence Limit \$2,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) deletion of all Explosion, Collapse, and Underground (EXU) Exclusions, if applicable. Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officials, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing. Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): \$2,000,000 per person \$2,000,000 per occurrence	Shall include an endorsement stating the following shall be Additional Insureds Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officials, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing.

REQUIRED LIMITS	ADDITIONAL REQUIREMENTS
	Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE	
Minimal Limits: \$500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes Waiver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
Coverage is required if the amount stated below is more than \$0. Amount required \$0. Otherwise, such coverage may be used to meet liability limits as provided in the adjoining column.	Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies). Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officials, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing. Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than \$0. Amount required \$0.	The City of Wyoming shall be "Named Insured" on said coverage. A 30 day, 10 day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy. In lieu of this requirement, a per project aggregate on the Commercial General Liability policy may be acceptable for jobs requiring a \$1,000,000 liability limit.
ENVIRONMENTAL/POLLUTION LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$0.	Coverage shall include, but not be limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract. Shall include an endorsement stating the following shall be <i>Insureds or Additional Insureds and certificate holders</i> : (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officials, employees, volunteers, board members, and commission members, (iii) authorities created by the City of Wyoming, (iv) board members, officers, and employees of authorities created by the City of Wyoming, and (v) all authorized agents of the foregoing. Coverage afforded to the required insureds or additional insured shall be primary and any other insurance that may be in effect shall be secondary and/or excess.
PROFESSIONAL LIABILITY	
Coverage is required if the amount stated below is more than \$0. Amount required \$0.	If this policy is claims made form, then Contractor keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if the amount stated below is more than \$0. Amount required \$0.	Contractor shall procure and maintain during the term of construction a policy of Builders Risk Property Insurance in the full amount of the project. Policy shall be on an All Risk form, and cover all property under a Replacement Cost basis. Policy shall also name the City of Wyoming as Loss Payee.

B. Policy(ies), as described above, shall be endorsed to state the following: "Thirty days, ten days for non-payment of premium, advance written notice of cancellation, non-renewal, reduction, and/or material change shall be sent to: City of Wyoming, Purchasing Department, 1155 – 28th Street SW, P.O. Box 905, Wyoming,

MI 49509-0905." Upon the City's request, Contractor will provide to the City's Purchasing Department copies of all certificates of insurance, policies, and endorsements.

- C. Upon the City's request, Contractor shall also provide the City evidence that all subcontractors performing Work have the same types and amounts of coverage as required of Contractor or that the subcontractors are included under Contractor's policy.
- D. All insurance providers shall be rated "A" rated or better by the A.M. Best Company.
- E. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the Work.

BONDS AND LIENS

1. Bid Bond

- A. A bid bond is not required for this project.
- B. If a bid bond is required, it must be in the amount of 5.0% of the bid amount and in the form of EJCDC bid bond form C-430 or another form acceptable to the City attorney. As an alternative to the bid bond, City will accept a cashier's check to the City in the amount of 5.0% of the bid amount or an irrevocable standby letter of credit in the amount of 5.0% of the bid amount that is in a form and substance acceptable to the City Attorney.

2. Payment Bond

- A. Payment bonds are required for any contract exceeding \$50,000 for the construction, alteration, or repair of any City building, public work or improvement. Payment bonds must be in the full amount of the contract price. Payment bonds must be in the form of EJCDC payment bond form C-615 or another form acceptable to the City attorney. Payment bonds must be provided before any notice to proceed is issued.
- B. If a multi-year contract, the bond amount shall be equal to the total bid for the first contract year and updated annually to reflect the bid price for each subsequent year.

3. Performance Bond

- A. Performance bonds are required for any contract exceeding \$50,000 for the construction, alteration, or repair of any City building, public work or improvement. Performance bonds must be in the full amount of the contract price. Performance bonds must be in the form of EJCDC performance bond form C-610 or another form acceptable to the City attorney. Performance bonds must be provided before any notice to proceed is issued.

4. No Liens

- A. Under Michigan law, construction liens may not be placed on public projects or the property on which they are built. Therefore, Contractor must not place, allow to be placed, or suffer to be placed any lien against the project or the property on which it is constructed. If any subcontractor, supplier or laborer places any lien against the project or the property on which it is constructed, Contractor must, immediately after learning of it, take any steps needed to secure the release of that lien and Contractor will indemnify City for any costs City incurs to secure the release of that lien.

SPECIFIC REQUIREMENTS

GENERAL

1. SUMMARY

The City of Wyoming Clean Water Plant located at 2350 Ivanrest Ave., Wyoming, MI will be receiving bids for masonry restoration as defined herein.

Each bidder is required to personally examine the work site to submit a bid, and shall examine the bid specifications to arrive at a clear understanding of the work to be performed, the existing conditions of the premises, and to familiarize themselves with any conditions which may affect the carrying out of the work to be performed. In submitting a bid, the bidder accepts full responsibility for their conclusions relative to the nature and probable difficulties of performing the work specified, and no additional payments will be made by the City for unanticipated difficulties encountered in performing the actual work.

Includes work as noted:

- a. Extract sample of existing mortar to determine composition and color.
- b. Removal of cracked and broken brick as noted on drawings.
- c. Water cleaning of masonry prior to repointing.
- d. Protection of adjacent surfaces, walkways, vehicles, and people.
- e. Toothing in of salvaged brick.
- f. Repointing mortar joints ensuring that new joint profile is concave.
- g. Removal of damage mortar joints and repointing with new mortar.
- h. Removal of debris and residue.
- i. Final Cleaning.

2. REFERENCES

- a. The following specifications and standards are incorporated by reference. Materials and operations shall comply with requirement of latest issue of published reference. Where provisions of these Project Specifications are at variance with those reference specifications, the maximum criteria or requirements shall govern.
 - i. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar.
 - ii. ASTM C150 - Standard Specification for Portland Cement.
 - iii. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes.
 - iv. ASTM C270 - Standard Specification for Mortar for Unit Masonry.
 - v. ASTM C780 - Standard Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.
 - vi. ASTM C476 — Standard Specification for Mortar and Grout for Reinforced Masonry.
- b. Contract shall meet the most current standards as set forth below, unless otherwise indicated:
 - i. BIA Technical Notes 20 Rev, "Cleaning Brick Masonry".
 - ii. BIA Technical Notes 8 Rev, "Portland Cement - Lime Mortar for Brick Masonry".
 - iii. BIA Technical Notes 8B, "Mortar for Brick Masonry - Selection and Controls".
 - iv. When applicable, BIA Technical Notes IA Rev, "Cold Weather Masonry Construction - Construction and Protection".
 - v. ASTM Standard C780 for preconstruction and construction evaluation of mortars for non-reinforced masonry.
 - vi. All applicable American Society for Testing and Materials regulations.
 - vii. All other applicable regulations and standards where indicated by provisions of the Contract and Owners direction.

3. SUBMITTALS

- a. **Product Data:** Submit the manufacturer's technical data for all products. Tests and compliance certification shall have been performed and presented by an independent testing laboratory and be less than one year old from the start date for the brick replacement phase of the project.
 - i. Mortar sand gradation and quality per ASTM C144 for each type of sand used within the mortars.
 - ii. **Samples:** Submit, for verification purposes samples of all types of mortar materials, colors, chemical cleaning solvents, sealants, adhesives, anchors, etc., as outlined in the Drawings and Provisions of the General Contract and subsequent conditions and specifications for approval by the Owner
 - iii. Provide mock-ups at the site for the correct mortar color, texture, and consistency.

4. QUALITY ASSURANCE

- a. **Contract Qualifications:** Work shall be performed by a firm having not less than 5 years successful experience in comparable masonry restoration projects and employing personnel skilled in the restoration processes and operations indicated.
- b. Mortar joints shall be deemed defective and shall be replaced if they are judged by the Owner to be loose, cracked, or deteriorated, miscolored, or otherwise poorly placed.

5. PROJECT CONDITIONS

- a. Protect persons, motor vehicles, surrounding surfaces of building whose masonry surfaces are being restored, protect building site and surrounding buildings from injury resulting from masonry restoration work.
- b. Prevent damaging dust, debris, mortar and chemical cleaning solutions from coming into contact with pedestrians, motor vehicles, landscaping, buildings and other surfaces which could be injured by such contact.
- c. Dispose debris and run-off from cleaning operations by legal means and in manner which prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.
- d. Protect sills, ledges, and projections from mortar droppings by the use of plastic coverings, masking or other means, and remove protections upon completion of work.
- e. Do not lay masonry, repaint, caulk, wash down or wet surfaces when temperature may drop below 40°F within 24 hours. Follow cold weather procedures as set out in ANSI A41.1 when temperatures may drop below 40°F.
- f. Prevent mortar used in repointing and repair work from staining face of surrounding masonry and other surfaces. Remove gout and mortar in contact with exposed masonry.

6. DELIVERY, STORAGE AND HANDLING OF MATERIALS

- a. Deliver materials to site in manufacturer's original and unopened containers and packaging, bearing labels as to type and names of products and manufacturers.
- b. Cementitious materials and aggregates shall be stored in a manner as to prevent deterioration or contaminations by foreign materials.
- c. Protect grout, mortar, and other materials from deterioration by moisture and temperature. Store in a dry location or in waterproof containers. Keep containers tightly closed and away from open flames. Protect liquid components from freezing. Comply with manufacturer's recommendations for minimum and maximum temperature requirements for storage.

PRODUCTS

1. REQUIREMENTS

- a. Provide masonry and mortar conforming to the requirements indicated in the Drawings, specifications and provisions of the Contract, and as approved by the Owner.

2. MATERIALS

- a. Materials shall be as specified below unless otherwise indicated.
- b. Face Brick: Provide face brick, including specially molded, ground, cut, or sawed shapes where required to complete masonry restoration work.
 - i. Provide units with colors, color variation within units, surface texture, size, and shape to match existing brickwork and with physical properties within 10 percent of those determined from preconstruction testing of selected existing units.
 - ii. For existing brickwork that exhibits a range of colors or color variation within units, provide brick that proportionally matches that range and variation rather than brick that matches an individual color within that range.
 - iii. Belden Brick: Modular Colony Red Range A or equal to match existing brick.
- c. Salvaged Brick: Salvaged brick from areas of wall demolition can be used. Clean off residual mortar.
- d. Mortar Materials
 - i. Portland Cement: ASTM C150, Type I
 - ii. Hydrated Lime: ASTM C207, Type S.
 - iii. Aggregate: ASTM C144
- e. Water: Clean, potable, free of deleterious amounts of acids, alkalis, or organic materials.
- f. Antifreeze Compounds: Not allowed in mortar to lower freezing point.
- g. Colorants
 - a. Aggregate for Mortar: ASTM C144, unless otherwise indicated.
 - b. Nature or manufactured colored mortar aggregate selected to produce mortar color shall be used, if available and matches existing mortar.
 - c. Size, texture, and gradation of existing mortar must be matched.

EXECUTION

2. EXAMINATION

- a. Verification of Condition: Examine areas and conditions under which work is to be performed. Notify the Owner, in writing, of conditions detrimental to proper and timely completion of the work. Work shall not proceed until unsatisfactory conditions have been corrected in an acceptable manner. All phases of verification and preparation shall meet Owner's approval.
- b. The cutting out of joints shall be done in such manner as not to loosen adjacent joints or to damage the edges or corners of the masonry units. Where the mortar is tightly bonded at one side of the joint, and if the contour permits, cutting shall be done with portable electric grinders with abrasive wheels to minimize spoiling at the edges of bricks. It is the Owner's prerogative to forbid the use of tools or methods which do not produce work of the quality that is expected and to insist on the use of methods and tools which will do the work properly.

3. TUCKPOINTING METHODS

- a. Contractor may access the exterior building elevations by the use of electrically powered swing staging, scaffolding, or aerial lift. All equipment shall be supplied by the Contractor. Comply with all OSHA standards and governmental regulations regarding erection, maintenance and usage of equipment.
- b. If roof is used to install swing stage, protect from damage by laying plywood over affected area.

4. PREPARATION

- a. Protect elements surrounding the work from damage or disfiguration.
- b. Carefully remove and store fixtures, fittings, finishing hardware and accessories as required.

- c. Close off, seal, mask, or board up windows and doorway areas and surfaces not receiving work as necessary to protect them from damage. Apply masking agent to comply with manufacturer's recommendations and use as directed.
- d. Measurements of Materials: The method of measuring materials for the mortar used in construction shall be by either volume or weight, so that proportions of the mortar materials can be controlled and accurately maintained.
- e. Mixing Mortars:
 - i. Mix mortar as required for immediate use only and discard any mixed for a period exceeding 2-1/2 hours.
 - ii. Accurately maintain and control the specified proportions of the mortar materials during the entire progress of the work.
- f. Thoroughly mix cementitious materials and aggregates with the amount of water to produce satisfactory workability. Machine mix all mortar.
- g. Proportion colorant for mortar in accordance with printed instructions by pigment manufacturer to avoid reducing mortar properties, at a rate not to exceed 10 pounds per 94 pound bag of portland cement.

5. BRICK REMOVAL AND REPLACEMENT

- a. At locations indicated, remove bricks that are damaged, spalled, or deteriorated or are to be reused.
- b. Include an estimated quantity of five hundred (500) bricks to be replaced.
- c. Carefully demolish or remove entire units from joint to joint, without damaging surrounding masonry, in a manner that permits replacement with full-size units.
 - i. When removing single bricks, remove material from center of brick and work toward outside edges.
- d. Support and protect remaining masonry that surrounds removal area. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.
- e. Remove in an undamaged condition as many whole bricks as possible.
 - i. Remove mortar, loose particles, and soil from brick by cleaning with hand chisels, brushes, and water.
 - ii. Store brick for reuse. Store off ground, on skids, and protected from weather.
 - iii. Deliver cleaned brick not required for reuse to Owner unless otherwise indicated.
- f. Clean bricks surrounding removal areas by removing mortar, dust, and loose particles in preparation for replacement.
- g. Replace removed damaged brick with other removed brick and salvaged brick in good quality, where possible, or with new brick matching existing brick, including size. Do not use broken units unless they can be cut to usable size.
- h. Install replacement brick into bonding and coursing pattern of existing brick. If cutting is required, use a motor-driven saw designed to cut masonry with clean, sharp, unchipped edges.
 - i. Maintain joint width for replacement units to match existing joints.
 - ii. Use setting buttons or shims to set units accurately spaced with uniform joints.
- i. Lay replacement brick with completely filled bed, head, and collar joints. Butter ends with sufficient mortar to fill head joints and shove into place. Wet both replacement and surrounding bricks that have ASTM C 67 initial rates of absorption (suction) of more than 30 g/30 sq. in. per min. Use wetting methods that ensure that units are nearly saturated but surface is dry when laid.
 - i. Tool exposed mortar joints in repaired areas to match joints of surrounding existing brickwork.
 - ii. Rake out mortar used for laying brick before mortar sets and point new mortar joints in repaired area to comply with requirements for repointing existing masonry, and at same time as repointing of surrounding area.
- j. When mortar is sufficiently hard to support units, remove shims and other devices interfering with pointing of joints.

6. REPOINTING EXISTING MASONRY

- a. All repointing work shall be performed in compliance with the Drawings, specifications, Contract conditions and match original installation. Areas and elevations upon which tuckpointing are to be performed, are on the Drawings or noted herein.

- b. Rake out deteriorated mortar from joints to a depth of 2 1/2 times their widths but not less than 1/2" to expose sound, unweathered mortar. Remove mortar from surfaces within raked-out joints to provide reveals with square backs and to expose mortar bed surfaces of masonry for contact with pointing mortar. Power operated rotary hand saws and grinders may be used but only on specific written approval of Owner based on submission of satisfactory quality control program and demonstrated ability of operators to use power tools without damage to masonry by overcutting. Brush, air blast or flush joints to remove dust and loose mortar debris.
- c. Do not spall edges of masonry units or widen joints during mortar joint removal process. Contractor is responsible to replace brick units which become damaged during the joint removal process as directed by the Owner.
- d. Rinse masonry joint surfaces with water to remove any dust and mortar particles. Time application rinsing so that at time of pointing, excess water has evaporated or run off, and joint surfaces are damp but free of standing water.
- e. Measure and dry mix the cementitious materials. The tuckpointing mortar should be pre-hydrated to reduce excessive shrinkage. The proper pre-hydration process shall be as follows: All dry ingredients should be thoroughly mixed. Only enough clean water should be added to the dry mix to produce a damp, workable consistency which will retain its shape when formed into a ball. The mortar should stand in this dampened condition for 1 to 1 1/2 hours.
- f. Lay bricks to match existing coursing.
- g. Tuckpoint Procedures:
 - i. Moisten existing bricks prior to installing new bricks. Surfaces shall be damp without standing water.
 - ii. Replace removed brick with new brick to match bonding and coursing pattern of existing brick.
 - iii. Leveling Layer: Apply pointing mortar in not greater than 3/8" layers to form uniform base depth throughout the mortar joint. Provide concave joint profile at all exposed mortar joints.
 - iv. Retempering shall be performed only upon approval of the Owner. Mortars that have stiffened because of evaporation of water from the mortar shall be retempered by adding water as needed to restore the required consistency. Do not retemper mortar more than once. Discard mortar that is over 2 1/2 hours old.
 - v. Final tooling of mortar shall be concave profile to match existing mortar profile.
- h. Remove excess mortar from edge of joint by lightly brushing with natural bristle brushes.
- i. Cure mortar by maintaining in a damp condition for 72 hours. Provide periodic mist spray directly to mortar joints and masonry. Take care not to wash out fresh mortar.

7. CLEANING

- a. Point up exposed masonry, fill holes, joints, remove loose mortar, cut out defective joints, repoint with mortar.
- b. Thoroughly clean exposed masonry. Before applying any cleaning agent to entire wall, apply to sample wall area of approximately 20 sq. ft. in location approved by Owner. Do not proceed with cleaning work until sample area is approved. Use approved cleaning material, method on remaining wall area.
- c. If stiff brushes, water do not suffice clean the surface on which no green efflorescence appears with Sure-Klean Vana-Trol as manufactured by Pro So Co., Inc.
- d. Remove "problem" stains as follows with the as specified formulations of Pro So Co., Inc., or equal:
 - i. Green Efflorescence - "Sure-Klean No. 800 Stain Remover".
 - ii. Tar, Asphalt - "Sure-Klean Asphalt & Tar Remover".
 - iii. Ferrous Stains - "Sure-Klean Ferrous Stain Remover".
- e. Do not use acid solutions for cleaning masonry units unless specifically approved by Owner.
- f. Clean off loose mortar, remove stains from concrete masonry units.
- g. Schedule, complete cleaning work as soon as possible.
- h. Restore worksite to prework condition.

8. SEALANTS

- a. Perform WORK in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.

- b. **Areas to be Sealed:** Seal any control joints, coping, and areas which may permit penetration of moisture. Make all joints watertight.
- c. **Sealant Materials:**
 - 1. Masterseal NP1
 - 2. Masterseal NP2
 - 3. Sikiflex 1a
- d. Sealants used with exposed masonry are to match color of mortar joints.
- e. Sealants used with unpainted concrete are to match color of adjacent concrete.
- f. Color of sealants for other locations to be light gray or aluminum, unless otherwise indicated in construction documents.
- g. **Priming:** Where required, prime joint surfaces. Limit application to surfaces to receive caulking. Mask off adjacent surfaces.
- h. **Surface Preparation:** Clean surfaces of joint to receive caulking or sealants leaving joint dry to the touch, free from frost, moisture, grease, oil, wax, lacquer paint, or other foreign matter that would tend to destroy or impair adhesion.
 - i. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants.
 - ii. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air. Porous joint surfaces include but are not limited to the following:
 - 1. Concrete
 - 2. Masonry
- i. Remove laitance and form-release agents from concrete.
- j. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous surfaces include but are not limited to the following:
 - 1. Metal
 - 2. Glass
- k. **Bond Breaker or Backer Rod Installation:** Install bond breaker or backer rod as specified to regulate depth of sealant.
- l. The joint shall be cleaned as recommended by sealant manufacturer.
- m. The joint shall be primer-sealed as recommended by sealant manufacturer.
- n. Apply sealants when the surface and ambient temperature is forty degrees Fahrenheit (40°F) or higher and in accordance with the temperature limitations of the manufacturer.
- o. Use sufficient pressure to fill all voids and joints solid. Apply sealant when joint slot is at the mid-point of its designed expansion and construction. Install sealant with hand or power-operated caulking gun horizontally in one (1) direction and vertically from top to bottom. Avoid overlapping of sealant to eliminate entrapment of air.
- p. Avoid dropping or smearing compound on adjacent surfaces.
- q. Fill joints solidly with compound and finish compound smooth.
- r. Tool exposed joints to form smooth and uniform beds, with slightly concave surface conforming to joint configuration per Figure 5A in ASTM C1193 unless shown or specified otherwise in construction documents. Remove masking tape immediately after tooling of sealant and before sealant face starts to "skin" over. Remove any excess sealant from adjacent surfaces of joint, leaving the working in a clean finished condition.
- s. To facilitate tooling, wet concave pointing tool with a diluted soap solution.
- t. Leave adjacent surfaces in a clean and unstained condition.
- u. Adhesion - Provide in accordance with ASTM C1193 or ASTM C1521.
- v. Dispose of all spillage and refuse sealant material in accordance with applicable regulations.

9. SCHEDULE

- a. All work shall only be permitted Monday – Friday between 7:00 am - 6:00 pm.
- b. The successful bidder must submit a proposed installation plan and schedule for completion of the work within 15 days of the award of bid/proposal. All work schedules must be approved prior to start of the project.

- c. The project shall be 100% completed by May 30, 2024. Liquidated damages in the amount \$250 per calendar day will be assessed by the City and deducted from the amount due to the successful time of final payment in the event the project is not completed within the time period.

10. WARRANTY

- a. Work shall have a minimum twenty-four (24) months warranty on materials and workmanship.
- b. The contractor shall promptly repair, replace or rebuild any finished work in which defects of materials or workmanship may appear or to which damage may occur because of such defects during the twenty-four (24) month period subsequent to the date of acceptance. The date of acceptance shall coincide with the completion of installation of said work.

BID/PROPOSAL FORM

Bid/Proposal for MASONRY RESTORATION

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

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

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

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

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

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

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

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):

BID/PROPOSAL FORM CONTINUED

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

State bid price as per the specifications included herein. \$ 31,385.00

State square feet of Repointing deteriorated mortar included in bid. 2,570 SF- Assumes 15% or less joints to be tuck pointed

State linear feet of sealant included in bid. approx. 300 LF

UNIT PRICE SCHEDULE:

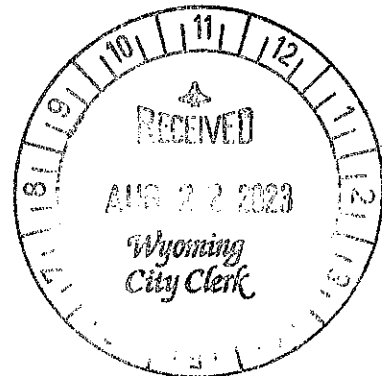
Unit prices include all items of cost such as labor, materials, equipment, transportation charges, taxes, insurance, permits, overhead, profit, and all other costs related to the installation in place at the site, of the scheduled items of work. These unit prices shall apply to work performed for additions, ~~deletions~~, and changes to the work specified in the bid.

- 1. Brick Replacement \$ 29.65 per Brick
- 2. Repointing \$ \$6.40 @ 15% per Sq. Ft
- 3. Sealant \$ 3.67 per Lin. Ft

Reminder: All warranties must be included with bid/proposal

Proponent's Complete Business Name (If Proponent Is DBA Include Full Proponent DBA):

Kent Companies



Bid/Proposal Form Continued

Kent Companies

[Proponent's Complete Business Name]

[If Proponent is DBA Include Full Proponent DBA Here]

Dustin Nagelkirk

[Signature for proponent]

[2nd signature for proponent]

Dustin Nagelkirk

[Printed name and title of person signing]

[Printed name and title of 2nd person signing]

Date signed: 08/22/23

130 60th St SW, Grand Rapids, MI 49548

[Proponent's street address]

616-534-4909

[Proponent's business phone]

Grand Rapids

[City]

MI

[State]

49548

[Zip]

616-258-9989

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

dnagelkirk@kentcompanies.com

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

Corporation - Michigan

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

CONTRACT FORM

This Contract Form on the next page must be completed and 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.

MASONRY RESTORATION 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 **MASONRY RESTORATION** 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 August 22, 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: Kent Companies
LEGAL NAME OF COMPANY

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

130 60th St SW
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

Grand Rapids MI 49548
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: Dustin Nagelkirk

Signature for Contractor

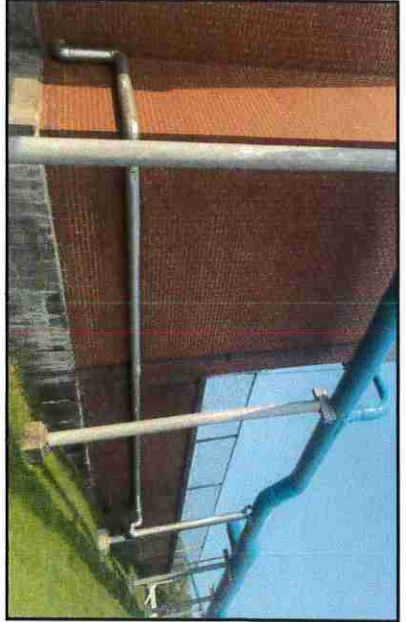
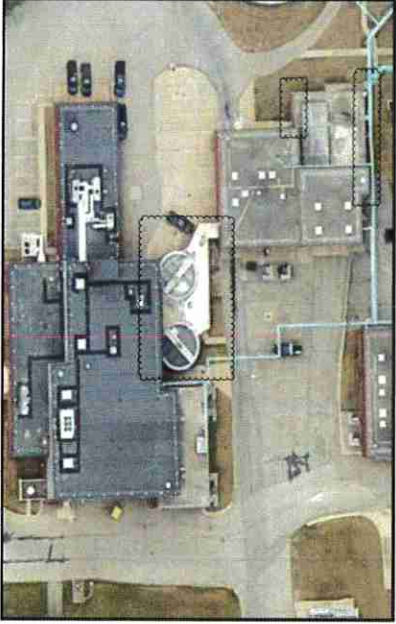
Dustin Nagelkirk - Division Manager

Printed Name & Title of Person Signing

Date signed: 08/22/23

See modification of section 1.B under the heading "Risk Allocation and Insurance" The proposed modification is to add the following at the end of Section 1.B.

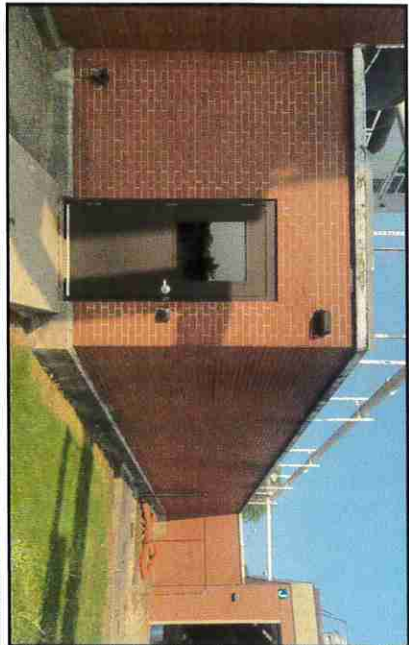
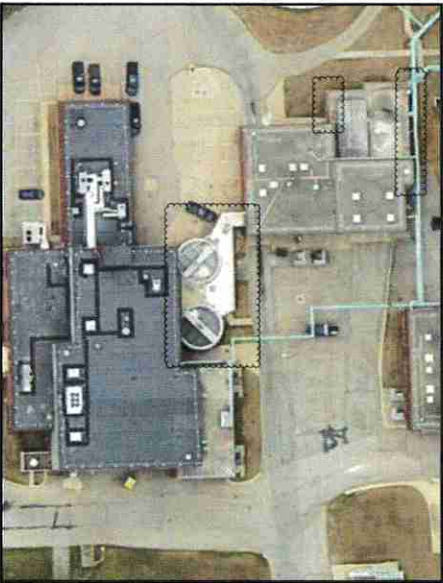
- Notes:
1. Remove and replace broken brick.
 2. Remove and re-point damaged mortar.
 3. Seal coping and control joints to make watertight.
 4. Extent of work in circled area. Pictures do not show work it's entirety.



Note:
1. Install flashing to divert water away from walls.

Rev.	Description	Initials	Date

- Notes:
1. Remove and replace broken brick
 2. Remove and re-point damaged mortar
 3. Seal coping and control joints to make watertight
 4. Extent of work in clouded area. Pictures do not show work it's entirety.



Rev.	Description	Initials	Date

Clean Water Plant
Masonry Restoration

Wyoming

Sheet No.
2
Drawing No.

ORDINANCE NO. 10-23

ORDINANCE TO AMEND SECTION 90-515 OF THE CODE OF ORDINANCES BY
ADDING SUBSECTION (139) TO REZONE 804 AND 810 KENNETH STREET SW
FROM B-1 LOCAL BUSINESS TO R-2 RESIDENTIAL

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (139) to read as follows:

- (139) (a) To rezone the following described property at 804 and 810 Kenneth Street SW (parcel 41-17-14-483-016) from B-1 Local Business District to R-2 Residential:

804 KENNETH STREET SW (PARCEL C), AS SURVEYED:

PART OF LOTS 15 AND 16 OF A. RODENHOUSE PLAT NO. 1, CITY OF WYOMING, KENT COUNTY, MICHIGAN, ACCORDING TO THE RECORDED PLAT THEREOF, DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 16; THENCE S87°50'22"E 93.58 FEET ALONG THE NORTH LINE OF SAID LOTS 15 AND 16; THENCE S00°00'31"W 123.99 FEET; THENCE N89°46'57"W 93.64 FEET TO THE WEST LINE OF SAID LOT 16; THENCE N00°03'48"E 127.16 FEET ALONG SAID WEST LINE TO THE PLACE OF BEGINNING.

810 KENNETH STREET SW (PARCEL D), AS SURVEYED:

PART OF LOT 15 OF A. RODENHOUSE PLAT NO. 1, CITY OF WYOMING, KENT COUNTY, MICHIGAN, ACCORDING TO THE RECORDED PLAT THEREOF, DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 15; THENCE N87°50'22"W 86.21 FEET ALONG THE NORTH LINE OF SAID LOT 15; THENCE S00°00'31"W 108.54 FEET; THENCE S89°52'17"E 86.18 FEET TO THE EAST LINE OF SAID LOT 15; THENCE N00°00'21"W 105.48 FEET ALONG SAID EAST LINE TO THE PLACE OF BEGINNING.

Section 2. That this ordinance shall take effect on _____, 2023.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2023.

Kelli A. VandenBerg
Wyoming City Clerk

August 1, 2023

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to Rezone 804 and 810 Kenneth Street SW from B-1 Local Business to R-2 Residential (Section 14) (Rick DeKam & 36th Street Group LLC)

Planning Commission Recommendation: To approve the subject rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on July 18, 2023. At the meeting, a motion was made by Gilreath-Watts, supported by Lamer, to recommend that City Council approve the proposed rezoning. The motion to approve passed unanimously.

A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following please find some general information.

These properties, located at 804 and 810 Kenneth Street SW, are vacant and recently created by a four-way parcel split of a commercial parcel fronting 36th Street. The owner proposes to redevelopment these properties as residential homes. Currently, they are zoned as B-1 Local Business, which does not allow for residential uses. The property owner requests that they be rezoned as R-2 Residential, which would allow for them to be redeveloped with as residences.

The R-2 zone district provides single-family residential uses which are appropriate for this location. With other R-2 parcels adjacent to these parcels, R-2 uses would fit with and contribute to the character of the neighborhood.

The city's 2019 Analysis of Impediments (AI) and Housing Needs Assessment (HNA) also calls for 7,876 additional units to meet the demand for housing in Wyoming. This property can make a greater contribution to meeting Wyoming's housing need as Corridor Sub-Urban.

No members of the public offered comment on this agenda item.

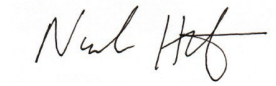
community • safety • stewardship

CITY COUNCIL

Robert Arnoys Tommy Brann Sheldon DeKryger Renee Hill Marissa Postler Robert Postema
Kent Vanderwood, Mayor

If approved for the proposed rezoning, the property owner would be able to redevelop these properties as residences by right. A copy of the proposed rezoning survey is attached to this letter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is written in a cursive style with a horizontal line extending from the end.

Nicole Hofert, Director of Community and Economic Development
Community and Economic Development Department

Cc: John Shay, City Manager

radii minimum.

5. Provide fire hydrants as needed based on city hydrant spacing and standpipe requirements if required.
6. Must meet fire truck turn radius based on city fire requirements.
7. Must meet all fire codes through full plan review.

Micele opened the public hearing at 7:10 PM. There was no public comment and the public hearing was closed.

Craig Patterson, Senior Vice President of Woda Cooper Companies, 518 Lakeside Dr, Mackinac City, MI, introduced himself. Patterson told the commissioners that Woda Cooper manages all of their properties themselves to ensure they are well managed. He spoke briefly about the multiple phases of the project. He said he is available for comments.

A motion was made by Randall, supported by Hall, to grant the proposed rezoning request from B-2 General Business to FBC-CS at 2929 Burlingame Avenue SW and recommends the same to City Council.

Weller asked for clarification on the heights of the buildings being shown on the site plan.

Hofert confirmed that some details have not been finalized since this is a rezoning request. More details will be provided during the special use approval request should the rezoning be approved.

Zapata said that Cherry Health has been vital for providing healthcare services for families at Wyoming Public Schools so she would like the clinic to remain operational during construction.

Randall said she appreciates staff and the developer working together to determine the form based code request over an alternative zoning designation because it restricts the types of commercial uses that could occur if this project does not move forward.

A vote on the motion carried unanimously.

AGENDA ITEM NO. 2

Request to approve a rezoning from B-1 Local Business District to R-2 Residential District at 804 and 810 Kenneth Street SW (Section 14) (Rick DeKam & 36th Street Group LLC).

Smith said that the parcels are located at 804 and 810 Kenneth Street SW and are 0.20 and 0.27 acres respectively. Both parcels are the result of a recent parcel split and are vacant. Smith

explained that the sites are currently zoned B-1 Local Business District and outlined the various uses of the surrounding land.

Smith explained to the commissioners that in early 2023, the owner of these parcels received approval to split the parent parcel, which fronted 36th Street and extended back to Kenneth Street. This parcel split resulted in four child parcels. The owner intends for the two southern parcels with 36th Street frontage to remain commercial, but requests that the two northern parcels be rezoned to R-2 to be compatible with the residential neighborhood along Kenneth Street.

Smith stated that unlike other zoning procedures such as special use approval, site plan review, or planned unit development, ordinance amendments and rezonings are legislative decisions and not tied to specific standards listed in the ordinance. However, certain factors are commonly considered with respect to rezonings, including:

(A) *Consistency with the adopted master plan;*

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies these parcels as Corridor Commercial, but these are the only parcels in this area that are identified as Corridor Commercial that have no frontage on a thoroughfare. The parcel split was not contemplated in the Master Plan and these two parcels should be considered alongside the adjacent Suburban Residential parcels, which makes this rezoning compatible with the envisioned future use.

(B) *Compatibility of the allowed uses with existing and future land uses;*

The parcels are currently vacant and their dimensions are suitable for single family residential. The adjacent parcels to the north and west are all envisioned as Suburban Residential and zoned as R-2.

(C) *Capability of the property to be served by public services;*

The property can be served by public utilities.

(D) *Ability of the property to be used as currently zoned; and*

The property's current B-1 zoning does not allow for single-family homes. After the parcel split, these properties have no visibility from 36th Street and their dimensions are too small to be viable as commercial parcels in this context. Their frontage on a residential street and their dimensions make single-family homes the most suitable use. Subject parcels are located adjacent to other parcels zoned R-2 and there are several other R-2 parcels nearby.

(E) *Appropriateness of all uses allowed within the proposed district at the property location.*

The R-2 zone district provides single-family residential uses which are appropriate for this location. With other R-2 parcels adjacent to these parcels, R-2 uses would fit with and contribute to the character of the neighborhood.

Smith shared the following staff comments:

(A) *Process*

At this point, Planning Commission is only considering the rezoning of this parcel, which is required before this development is eligible for the proposed use. The process for this development is as follows:

- July 18 – Planning Commission considers rezoning request.
- August 7 – City Council hears the first reading of the rezone request and the second reading of the transitional housing text amendment.
- September 5 – City Council hears the second reading of the rezone request.

(B) Analysis of Impediments (AI) to Housing Choice and Housing Needs Assessment (HNA)

The city's 2019 AI and HNA identified a significant need for additional housing units. The addition of these two R-2 parcels assists with that need.

(C) Master Plan

The City's Master Plan, Wyoming [re]Imagined, calls for these parcels to be used as Corridor Commercial, but the Master Plan did not contemplate the possibility that the parent parcel would be split. These two northern parcels are more appropriately considered with the adjacent Suburban Residential parcels that front Kenneth Street. Using that lens, the rezoning to R-2 fits the Master Plan.

(D) Location

This property is located near a small retail plaza, a local elementary school, a public park, a pharmacy, and a grocery store. All of these resources are within walking distance, but the Clyde Park bus route runs down Clyde Park Avenue and the Wyoming-Rivertown bus route runs along 36th Street starting at Michael Avenue. The proximity of the amenities, services, and employment opportunities will make these parcels viable for families seeking a more walkable neighborhood or attempting to limit their reliance on personal motor vehicles.

(E) Dimensional Standards

Both lots meet the minimum dimensional standards for R-2 zoning:

- The minimum lot area for R-2 is 8,400 square feet. 804 Kenneth St is 9,096 square feet and 910 Kenneth St is 11,842 square feet.
- The minimum lot width for R-2 is 65 feet. 804 Kenneth St is 85 feet wide and 810 Kenneth St is 93 feet wide.
- The minimum front and rear yard setbacks are 35 feet. 804 Kenneth St is 107 feet deep and 810 Kenneth St is 124 feet deep. Both of these depths would allow for the construction of a single-family home within the buildable area

Smith shared that the proposed R-2 parcels will provide much-needed single-family homes in the City of Wyoming. Providing additional housing near a commercial node that includes a pharmacy and a grocery store contributes to both the economic strength and social equity of the

City. Providing housing near two bus routes would allow for families to limit their personal vehicle use, which would contribute to the environmental quality of the City. Sustainability: The advancement and promotion, with equal priority, of environmental quality, economic strength, and social equity so that a stable and vibrant community can be assured for current and future generations.

Smith said that the Development Review Team recommends the Planning Commission grant the R-2 rezoning request and recommend the same to the City Council subject to conditions 1 and 2 below:

- 1.) Fire access from Kenneth Street is acceptable for parcel C and D. Must be able to access around the new building within 300 feet.
- 2.) Must meet all fire codes through full plan review.

Micele opened the public hearing at 7:20 PM. There was no public comment and the hearing was closed.

Rick Postema, Richard Postema Associates, said he is available for questions and comments.

A motion was made by Gilreath-Watts, supported by Lamer, to grant the rezoning from B-1 Local Business District to R-2 Residential District located at 804 and 810 Kenneth Street SW and recommends the same to the City Council.

Randall said she is excited about opportunities to convert small parcels of land into residential housing because it benefits the housing need and the image of the neighborhood.

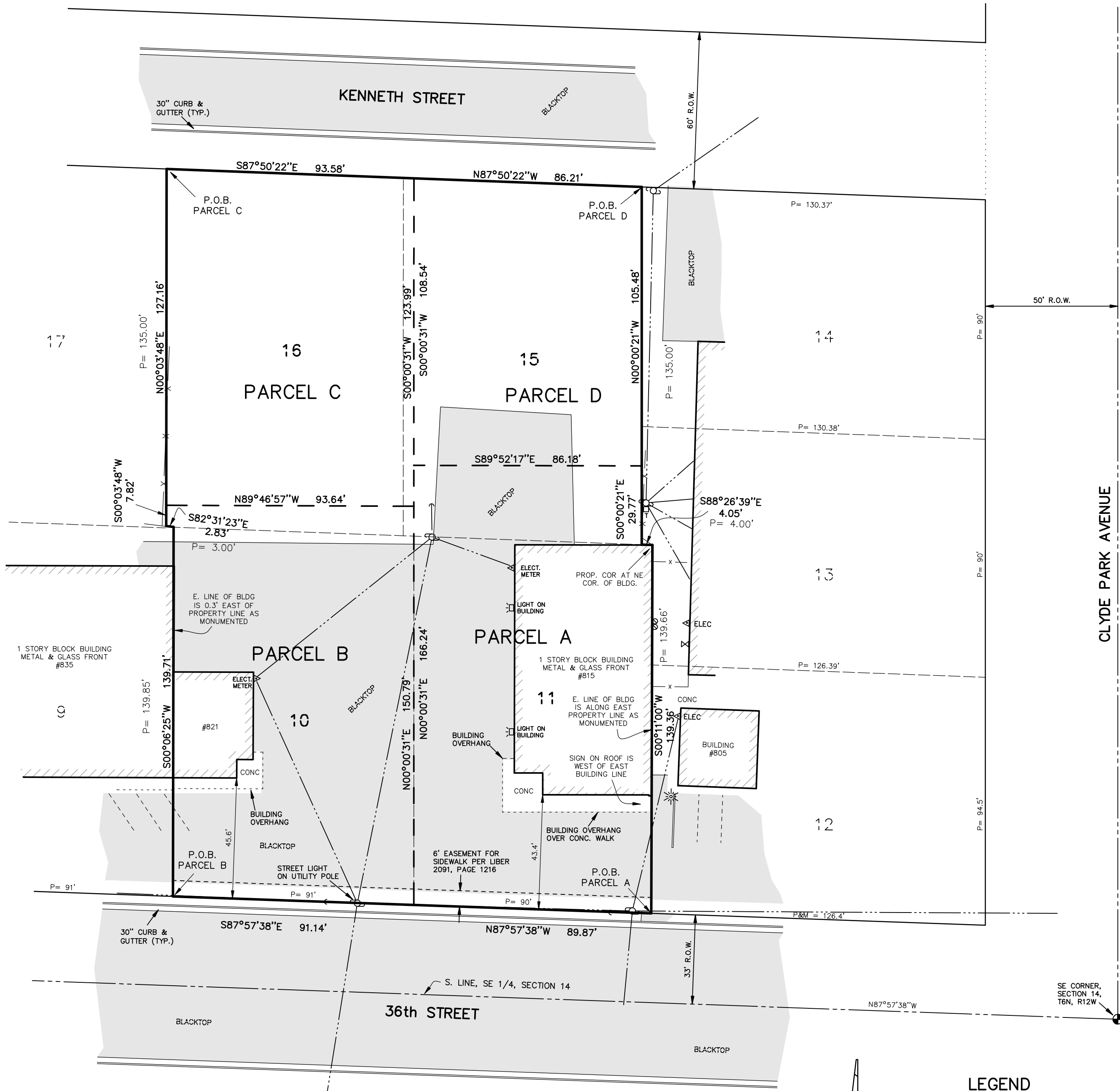
A vote on the motion carried unanimously.

AGENDA ITEM NO. 3

Request to approve a special use automobile car wash/detailing establishment at 2290 28th Street SW (Section 15) (Anthony Torres & Matthew Quartell) (Includes site plan approval).

Meagher explained that the site is currently zoned B-2 General Business District and outlined the various uses of the surrounding land. The site currently has three buildings and building C—the southernmost, detached building—is currently vacant and the location of the proposed use.

Meagher shared that the applicant, Anthony Torres, is proposing to use the existing southernmost, detached building for a full-service auto detailing company. Molina Auto Detailing will offer full automobile interior detailing (e.g., carpet shampooing and vacuuming, panel shine and restoration) and exterior detailing (e.g., scratch removal, buff and wax, ceramic coatings, wheel and tire cleaning, and headlight restoration). Meagher noted that the site will be in operation Monday-Friday from 9:00am to 4:00pm, with occasional Saturday work done no



Parent Property Description:
(from Commitment No.: 411136210NBU)

Land Situated in the State of Michigan, County of Kent, City of Wyoming. Lots 10, 11, 15 and 16 of A. Rodenhouse Plat #1, City of Wyoming, Kent County, Michigan, according to the recorded Plat thereof.

Tax Parcel No: 41-17-14-483-016

Resultant Property Descriptions:

Parcel A

Part of Lots 11 and 15 of A. Rodenhouse Plat No. 1, City of Wyoming, Kent County, Michigan, according to the recorded Plat thereof, described as: BEGINNING at the Southeast corner of said Lot 11; thence N89°57'38"W 89.87 feet along the South line of said Lot 11; thence N00°00'31"E 166.24 feet; thence S89°52'17"E 86.18 feet to the East line of said Lot 15; thence S00°00'21"E 29.77 feet along said East line to the North line said Lot 11; thence S88°26'39"E 4.05 feet along said North line to the Northeast corner of said Lot 11; thence S00°11'00"W 139.36 feet along the East line of said Lot 11 to the Place of Beginning.

Parcel B

Part of Lots 10, 15 and 16 of A. Rodenhouse Plat No. 1, City of Wyoming, Kent County, Michigan, according to the recorded Plat thereof, described as: BEGINNING at the Southwest corner of said Lot 10; thence S87°57'38"E 91.14 feet along the South line of said Lot 10; thence N00°00'31"E 150.79 feet; thence N89°46'57"W 93.64 feet to the West line of said Lot 16; thence S00°03'48"W 7.82 feet along said West line to the South line said Lot 10; thence S82°31'23"E 2.83 feet along said South line to the Northwest corner of said Lot 10; thence S00°06'25"W 139.71 feet along the West line of said Lot 10 to the Place of Beginning.

Parcel C

Part of Lots 15 and 16 of A. Rodenhouse Plat No. 1, City of Wyoming, Kent County, Michigan, according to the recorded Plat thereof, described as: BEGINNING at the Northwest corner of said Lot 16; thence S87°50'22"E 93.58 feet along the North line of said Lots 15 and 16; thence S00°00'31"W 123.99 feet; thence N89°46'57"W 93.64 feet to the West line of said Lot 16; thence N00°03'48"E 127.16 feet along said West line to the Place of Beginning.

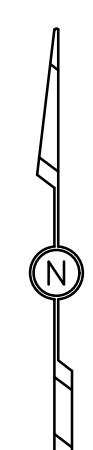
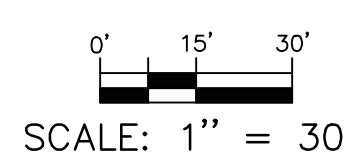
Parcel D

Part of Lot 15 of A. Rodenhouse Plat No. 1, City of Wyoming, Kent County, Michigan, according to the recorded Plat thereof, described as: BEGINNING at the Northeast corner of said Lot 15; thence N87°50'22"W 86.21 feet along the North line of said Lot 15; thence S00°00'31"W 108.54 feet; thence S89°52'17"E 86.18 feet to the East line of said Lot 15; thence N00°00'21"W 105.48 feet along said East line to the Place of Beginning.



Notes:

- Description of record and recorded easement information shown hereon is based on Chicago Title Insurance Company, Commitment No. 411136210NBU, with a commitment date of December 4, 2020.
- The bearings shown hereon are based on South line of the SE 1/4 of Section 14 as N87°57'38"W. Distances shown hereon are ground distances.
- Parcel A contains 0.34 acres (14,985 square feet)
Parcel B contains 0.31 acres (13,605 square feet)
Parcel C contains 0.27 acres (11,750 square feet)
Parcel D contains 0.21 acres (9,220 square feet)
- This property is subject to a City of Wyoming Highway Easement recorded in Liber 2091, Page 1216. (shown hereon)



- LEGEND**
- = IRON STAKE FOUND
 - = IRON STAKE SET
 - ⊙ = MONUMENT
 - ⊕ = UTILITY POLE & GUY WIRE
 - ☼ = LIGHT POLE
 - ⊙ = BOLLARD
 - ⊕ = GAS VALVE
 - ☐ = TELEPHONE BOX
 - x-x- = FENCE LINE
 - · — · — = OVERHEAD WIRES
 - P = PLATTED DIMENSION
 - M = MEASURED DIMENSION

LAND DIVISION MAP
RE: 815 36th STREET SW, WYOMING, MI
 FOR: RICHARD POSTEMA ASSOCIATES, P.C.
 ATTN: RICK POSTEMA
 1580 44TH STREET SW
 WYOMING, MI 49509
 PART OF THE SE 1/4, SECTION 14, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN

exxel engineering, inc.
 planners · engineers · surveyors
 5252 Clyde Park, S.W. • Grand Rapids, MI 49509
 Phone: (616) 531-3660 www.exxelengineering.com

DRAWN BY: KJV/BAB	PROJ. ENG.:	SHEET
APPROVED BY:	PROJ. SURV.: KJV	1 of 1
FILE NO.: S231164	DATE: 03/07/2023	

DATE: REVISION: BY

ORDINANCE NO. 11-23

ORDINANCE TO AMEND SECTION 90-515 OF THE CODE OF ORDINANCES BY
ADDING SUBSECTION (140) TO REZONE 2929 BURLINGAME AVENUE SW FROM
B-2 LOCAL BUSINESS TO FBC-CS FORM BASED CODE CORRIDOR SUB-URBAN

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (140) to read as follows:

- (140) (a) To rezone the following described property at 2929 Burlingame Avenue SW (parcel number 41-17-15-226-090) from B-2 Local Business District to FBC-CS Form Base Code Corridor Sub-Urban:

PARCEL NUMBER 41-17-15-226-090, AS SURVEYED:

PART OF NE 1/4 COM 433.32 FT S 0D 22M E ALONG E SEC LINE FROM NE COR OF SEC TH S 89D 38M 00S W 340.0 FT TH S 0D 22M 00S E 254.52 FT TH N 89D 44M 56S W 217.73 FT TH S 0D 01M 00S E 20.17 FT TH S 36D 53M 00SW 442.34 FT TO N LINE OF S 1571.60 FT OF NE 1/4 TH E ALONG SD N LINE TO NLY LINE OF PRAIRIE PKWY TH ELY ALONG SD N LINE TO E SEC LINE TH N ALONG E SEC LINE 565.83 FT TO BEG * SEC 15 T6N R12W 6.80 A. SPLIT/COMBINED ON 01/19/2022 FROM 41-17-15-226-070.

Section 2. That this ordinance shall take effect on _____, 2023.

I certify that this ordinance was adopted by the City of Wyoming at a regular session of the City Council held on _____, 2023.

Kelli A. Vandenberg
Wyoming City Clerk

Ordinance No. 11-23

August 1, 2023

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request to Rezone 2929 Burlingame Avenue SW from B-2 Local Business to FBC-CS Form Based Code Corridor Sub-Urban (Section 15) (Woda Cooper Development, Inc. and Cherry Street Services, Inc.)

Planning Commission Recommendation: To approve the subject rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on July 18, 2023. At the meeting, a motion was made by Randall, supported by Hall, to recommend that City Council approve the proposed rezoning. The motion to approve passed unanimously.

A detailed review of the request is available in the attached Planning Commission minutes and supportive materials. Following please find some general information.

This property, located at 2929 Burlingame Avenue SW, is the Cherry Health Clinic and contains a former car dealership that was converted for medical use. The owner proposes to add multi-family housing, including permanent supportive housing, to this site to complement the work of Cherry Health. Currently, it is zoned as B-2 Local Business, which allows for medical offices by right and allows multi-family housing and permanent supportive housing with special use approval, but this zoning district does not allow buildings to exceed 35 feet in height. The property owner requests that it be rezoned as Form Based Code - Corridor Sub-Urban, which would allow for it to be redeveloped with 3-story structures.

The FBC-CS zone district provides for a variety of residential and commercial use which are appropriate for this location. The site is adjacent to existing multifamily developments that are located along Prairie Parkway, and the properties to the east of the site across Burlingame are also zoned Form Based Code. The FBC-CS district does not include many intensive commercial uses, such as drive-through restaurants, gas stations, or automotive repair shops, which may not be appropriate in adjacency to existing residential properties around the site.

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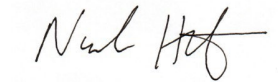
Robert Arnoys Tommy Brann Sheldon DeKryger Renee Hill Marissa Postler Robert Postema
Kent Vanderwood, Mayor

The city's 2019 Analysis of Impediments (AI) and Housing Needs Assessment (HNA) also calls for 7,876 additional units to meet the demand for housing in Wyoming. This property can make a greater contribution to meeting Wyoming's housing need as Corridor Sub-Urban.

The site's developer spoke briefly about the proposed housing units and how their business practices allow for ongoing success of their multifamily properties. No members of the public offered comment on this agenda item.

If approved for the proposed rezoning, the property owner would need to submit for formal site plan review prior to any new development occurring at the site.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nicole Hofert". The signature is written in a cursive style with a long horizontal stroke at the end.

Nicole Hofert, Director of Community and Economic Development
Community and Economic Development Department

Cc: John Shay, City Manager

THESE MINUTES ARE SUBJECT TO FORMAL APPROVAL BY THE WYOMING
PLANNING COMMISSION AT ITS REGULAR MEETING OF AUGUST 15, 2023

PLANNING COMMISSION
MEETING MINUTES OF JULY 18, 2023
CITY COUNCIL CHAMBERS
CITY OF WYOMING, MICHIGAN

MEMBERS PRESENT: Gilreath-Watts, Hall, Lamer, Micele, Randall, Smart, VanDuren,
Weller, Zapata

MEMBERS ABSENT: None

STAFF PRESENT: Hofert, Director of Community & Economic Development
Meagher, Planner II
Smith, Assistant Director of Community & Economic
Development
Dent, Recording Secretary

CALL TO ORDER

Chair Micele called the meeting to order at 7:00 PM.

APPROVAL OF MINUTES

The minutes of June 20, 2023 were approved to stand as read.

APPROVAL OF AGENDA

The agenda was approved to stand as read.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

Micele opened the public comment period for non-public hearing agenda items at 7:01 PM.

There was no public comment and the public hearing was closed.

AGENDA ITEM NO. 1

Request to approve a rezoning from B-2 General Business District to Form Based Code –
Corridor Sub-Urban (FBC-CS) at 2929 Burlingame Ave SW (Section 15) (Woda Cooper
Development, Inc. & Cherry Street Services, Inc.).

Meagher explained that the site is currently zoned B-2 General Business and outlined the various

uses of the surrounding land.

Meagher said that Cherry Health Medical Center is proposing to develop its own residential community called Shea Ravines at 2929 Burlingame Avenue SW. The development would include two new buildings with housing provided for households earning between 30% and 80% of the area median income. The buildings will also include permanent supportive housing units for the top 10% of the Continuum of Care's prioritization list and households of chronically homeless. He said the project is expected to be developed in two separate phases, with the first phase consisting of a 3-story building with 40 one-bedroom units and 16 two-bedroom units. These units will be divided into 36 general occupancy units and 20 permanent supportive housing units. Phase II would be developed at a later date with a similarly sized building, unit counts, and occupancy designations. Meagher stated that Cherry Health would continue to operate their existing medical clinic within their existing building on site, serving as a supportive resource for those residing in Shea Ravines.

Meagher explained that for Cherry Health to pursue a development with the proposed building height and site layout, the property would need to be rezoned. The site is currently zoned B-2 General Business. He said that multi-family and supportive housing uses are permitted in this zoning district following special use approval, but the zoning currently limits building height to 35 feet, and there are no specific building standards in place for residential usage.

Meagher stated that the applicant is proposing to rezone the property to Form Based Code-Corridor Suburban, which allows multi-family residential, supportive housing, and commercial uses. The FBC-CS district also allows buildings between the heights of 25 and 60 feet, which would allow Cherry Health's proposed building heights. He said Form Based Code-Corridor Suburban was chosen over other potential districts, as it allows for the uses and height proposed by the applicants, but also does not permit some of the more intensive commercial uses, such as drive-through restaurants, auto repair shops, and car washes.

Meagher said that if the proposed rezoning is approved, the applicants would need to return to Planning Commission to apply for special use approval for the proposed supportive housing project. This will include a site plan and a "Good Neighbor Plan" that are subject to review by the Commission.

Meagher said that Section 90-516(6) establishes general review standards for rezonings:

(A) *Consistency with the adopted master plan;*

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use map identifies this parcel as "Corridor Commercial." The proposed use is consistent with the future envisioned use, which includes mixed-use sites that could include medical offices and housing.

(B) *Compatibility of the allowed uses with existing and future land uses;*

The existing medical office and proposed 3-story buildings would both be permitted under desired future zoning designation. The properties to the east and northeast of the site are currently zoned FBC, and uses located to the west are currently being utilized for multifamily housing. The surrounding commercial uses are expected to provide necessary resources and employment opportunities for the residents of the proposed development. There are also Rapid bus stops nearby for residents to utilize.

(C) *Capability of the property to be served by public services;*

The property can be served by public utilities.

(D) *Ability of the property to be used as currently zoned; and*

The property's current B-2 zoning allows for medical offices by right, and multifamily and supportive housing following special use approval. However, B-2 does not permit buildings to exceed 35 feet in height, which would be just short of the 3-story structures that the applicant is proposing.

(E) *Appropriateness of all uses allowed within the proposed district at the property location.*

The FBC-CS zone district provides for a variety of residential and commercial use which are appropriate for this location. The site is adjacent to existing multifamily developments that are located along Prairie Parkway, and the properties to the east of the site across Burlingame are also zoned Form Based Code. The FBC-CS district does not include many intensive commercial uses, such as drive-through restaurants, gas stations, or automotive repair shops, which may not be appropriate in adjacency to existing residential properties around the site.

Meagher shared the following staff comments:

(A) *Transitional Housing Text Amendment*

In December, the Wyoming Planning Commission approved a text amendment to allow for transitional housing. That text amendment had its first reading in January and was approved at the City Council meeting in February. This text amendment was crafted with the input of both City Council and Planning Commission, and it allows supportive housing to be located in any Form Based Code zoning district following special use approval.

(B) *Process*

At this point, Planning Commission is only considering the rezoning of this parcel, which is required before this development is eligible for the proposed use. The Good Neighbor Plan will be presented when this development comes back to Planning Commission for special use and site plan approvals. The process for this development is as follows:

- July 18 – Planning Commission considers rezoning request.
- August 7 – City Council hears the first reading of the rezone request.
- September 5 – City Council hears the second reading of the rezone request.

- September 19 – The first Planning Commission meeting where this development would be eligible for special use and site plan approvals.

(C) Analysis of Impediments (AI) to Housing Choice and Housing Needs Assessment (HNA)

The city's 2019 AI and HNA did not identify any shelters or offices of homeless services within the City's borders. Since its adoption, the City has granted special use/site plan approval for a transitional and supportive housing center at 2244 Porter Street SW. The AI recognized that Wyoming is an active participant in the continuum of care providing homeless services, but identified this as an issue that "may warrant more focused attention."

(D) Location

This property is located near a Family Fare grocery store, a gas station, Wyoming public schools, numerous commercial businesses, and a public park. The newly proposed City Center trail system also runs adjacent to the site along Prairie Parkway, providing increased non-motorized mobility opportunities throughout the greater Wyoming area. All of these resources are within walking distance, but there are also Rapid bus stops along Burlingame located adjacent to the parcel. The Cherry Health medical center on site is also expected to remain in operation, providing additional health services to the future residents. If this site is developed to include affordable and permanent supportive housing, the proximity of the amenities, services, and employment opportunities will be important components.

Meagher said that the proposed rezoning would allow the developer to pursue multifamily and supportive housing development which will provide more housing opportunities at an affordable price for current and future Wyoming residents. Sustainability: The advancement and promotion, with equal priority, of environmental quality, economic strength, and social equity so that a stable and vibrant community can be assured for current and future generations.

Meagher stated that the Development Review Team recommends the Planning Commission grant the proposed rezoning request from B-2 General Business to FBC-CS at 2929 Burlingame Avenue SW and recommend the same to the City Council, subject to conditions 1-7 below:

1. Calculations prepared by a licensed Civil Engineer for review and approval of the Engineering Department. Storm calculations shall use the current standards set forth by the Stormwater Standards Manual and meet requirements for water quality, channel protection and flood control.
2. Developer shall provide a Traffic Impact Analysis (TIA) for review and approval of the Engineering Department. The TIA shall include impacts to adjacent intersections and make recommendations for driveway locations.
3. Site Plan shall show all existing and proposed utilities.
4. Proposed drives shall be constructed per Wyoming specifications and shall have 30-foot

radii minimum.

5. Provide fire hydrants as needed based on city hydrant spacing and standpipe requirements if required.
6. Must meet fire truck turn radius based on city fire requirements.
7. Must meet all fire codes through full plan review.

Micele opened the public hearing at 7:10 PM. There was no public comment and the public hearing was closed.

Craig Patterson, Senior Vice President of Woda Cooper Companies, 518 Lakeside Dr, Mackinac City, MI, introduced himself. Patterson told the commissioners that Woda Cooper manages all of their properties themselves to ensure they are well managed. He spoke briefly about the multiple phases of the project. He said he is available for comments.

A motion was made by Randall, supported by Hall, to grant the proposed rezoning request from B-2 General Business to FBC-CS at 2929 Burlingame Avenue SW and recommends the same to City Council.

Weller asked for clarification on the heights of the buildings being shown on the site plan.

Hofert confirmed that some details have not been finalized since this is a rezoning request. More details will be provided during the special use approval request should the rezoning be approved.

Zapata said that Cherry Health has been vital for providing healthcare services for families at Wyoming Public Schools so she would like the clinic to remain operational during construction.

Randall said she appreciates staff and the developer working together to determine the form based code request over an alternative zoning designation because it restricts the types of commercial uses that could occur if this project does not move forward.

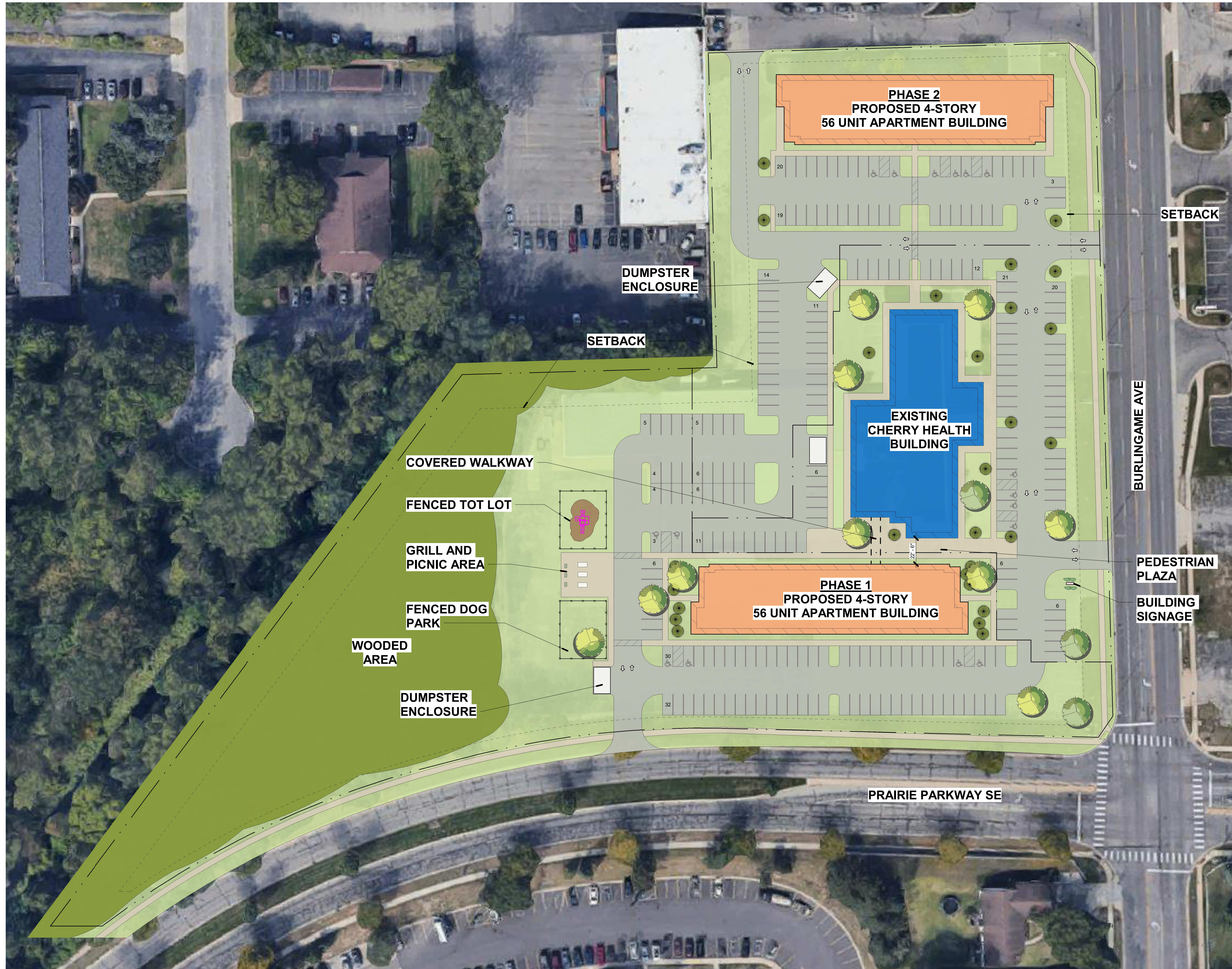
A vote on the motion carried unanimously.

AGENDA ITEM NO. 2

Request to approve a rezoning from B-1 Local Business District to R-2 Residential District at 804 and 810 Kenneth Street SW (Section 14) (Rick DeKam & 36th Street Group LLC).

Smith said that the parcels are located at 804 and 810 Kenneth Street SW and are 0.20 and 0.27 acres respectively. Both parcels are the result of a recent parcel split and are vacant. Smith

5/12/2023 4:00:14 PM
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1 CONCEPTUAL SITE PLAN
 PR-1 1" = 40'-0"

Project Number	2022.0153	
ISSUANCE		
No.	Date	Description
1	2023.05.12	SITE PLAN

NOT FOR CONSTRUCTION

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SITE PLAN

PR-1