AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
MONDAY, JANUARY 6, 2025, 7:00 P.M.

1) **Call to Order**
2) **Invocation** – John Dubois – Wyoming Park Bible Fellowship
   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) **Approval of Minutes**
   From the December 16, 2024 Regular Meeting
6) **Approval of Agenda**
7) **Public Hearings** (none)
   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.
8) **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.
9) **Presentations and Proclamations**
   a) Presentations
      1) Brownfields and Housing
   b) Proclamations
10) **Petitions and Communications** (none)
   a) Petitions
   b) Communications
11) **Reports from City Officers**
   a) From City Council
   b) From City Manager
      1) 25-1 Acceptance of Temporary Construction Permits for Trail 7 (Jack & Mary Guikema, Norbert Kemmer, 2028 Godfrey LLC, Sierra Property Mgt, LLC, Emiley & Sean O'Pry and Marcia Decarmen Tapia-Martinez)
12) **Budget Amendments** (none)
13) **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 Appoint Jeffery Oonk as City Traffic Engineer

14) Resolutions

a) To engage Bloom Sluggett, PC to Provide Legal Services at the Direction of the City Manager
b) Approving and Authorizing the City Manager to Sign an Agreement with Recruiting Service to Assist with the City Attorney Search
c) Confirming a License Agreement with Wyoming Public Schools
d) Confirming a License Agreement with Consumers Energy
e) To Amend Section 5 of the City Council Policy Manual to Adopt a Revised Special Assessment Policy
f) To Accept Kent County Veterans Treatment Court Funds and to Authorize a Budget Amendment (Budget Amendment No. 26)
g) To Accept General Motors Corporate Giving Grant Funds from the Greater Wyoming Community Resource Alliance and Authorize Their Use in a Pilot Driver Training and Police Mentorship Program (Budget Amendment No. 27)
h) To Authorize the Director of Public Safety to Sign the Information-Sharing Agreement between the Wyoming Department of Public Safety and the Kent County Sheriff's Office
i) To Accept an Automatic Aid Agreement Between the Wyoming Fire Department and the Byron Township Fire Department Providing Emergency Apparatus Response for Structure Fires and Highway Incidents
j) To Accept an Automatic Aid Agreement Between the Wyoming Fire Department and the Gaines Charter Township Fire Department Providing Emergency Apparatus Response for the Structure Fires
k) To Accept an Automatic Aid Agreement Between the Wyoming Fire Department and the Kentwood Fire Department Providing Emergency Apparatus Response for Structure Fires

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

a) For Award of Bids
    1) The DeHoop HAWK Pedestrian Signal Project
    2) Demolition Services
    3) Isolated Asphalt Patching Bid Extension
    4) Cured-In-Place Pipe Lining
    5) Median and Miscellaneous Landscape Maintenance
    6) Tree Trimming and Removal
b) To Authorize the Purchase of a Trimble X9 Kit
c) To Accept Proposals for Street Lighting and Traffic Signal Installation, Maintenance, and Repair Services
d) To Accept Amendment Number Two for the Fume Hood Replacement Project

16) Ordinances

14-24 To Amend Section 90-515 of the City Code by Adding Subsection 145 To Rezone 901 and 855 60th Street SW and 5957, 5977 and 5985 Clyde Park Avenue SW from R-1 Residential to I-3 Restricted Industrial District (Final Reading)

4-25 To Amend Chapter 70 of the City Code by Adding Article V to Regulate the Use of Public Multi-Use Trails, Bicycle Lanes, and Sidewalks and to Repeal Article IV of Chapter 78, Entitled "Bicycles" (First Reading)

5-25 To Amend City Code Sections 50-128, Number of Pets and 50-135, Animals Other Than Pet Animals

17) Informational Material (none)

18) **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.

19) **Closed Session** (none)

20) **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 Cuidad al 616.530.7296 o Clerk_info@wyomingmi.gov al menos 36 horasantes de la reunion para hacer arreglos para el alojamiento apropiado.

City Council:
City Center Brownfield

January 6, 2025

CITY OF
WYOMING

- What is a brownfield plan?
  - How have brownfield plans historically been used?
  - Transformational plans
  - Housing specific plans

- City Center
  - Hom Flats at 28 West Place Phase III Brownfield Plan

- Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, “Act 381”
  - Primary purpose is to promote:
    - Revitalization,
    - Redevelopment; and
    - Reuse of properties that are blighted, functionally obsolete, tax reverted, a historic resource, or contaminated.
  - EGLE and MEDC are designated for review and approval of plans
  - Plans require local approval through the Wyoming Brownfield Redevelopment Authority (WBRA) and Council

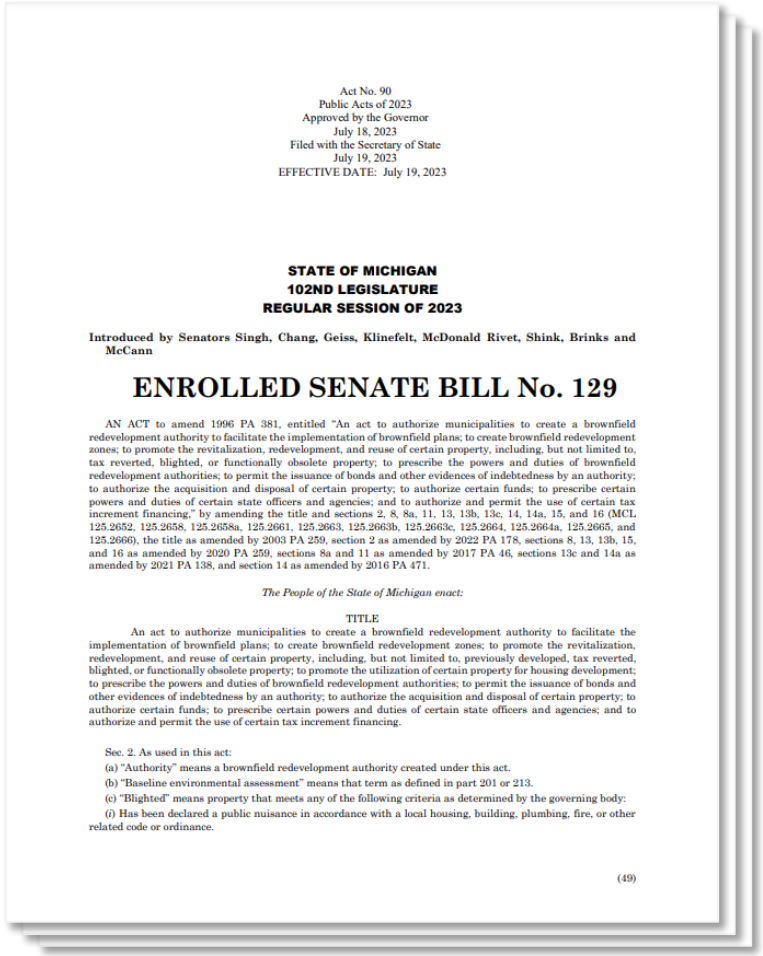




What is a brownfield plan?

WY | MI

- In 2023, Act 381 amended to included “housing property” as eligible activity
  - Housing Property:
    - A property on which one (1) or more units of residential housing are proposed to be constructed, rehabilitated, or otherwise designed to be used as a dwelling; or
    - One or more units of residential housing proposed to be constructed or rehabilitated and located in a mixed-use project
  - Designates Michigan State Housing Development Authority (MSHDA) as reviewing authority
  - Plans require local approval through the Wyoming Brownfield Redevelopment Authority (WBRA) and Council



Act No. 90
Public Acts of 2023
Approved by the Governor
July 18, 2023
Filed with the Secretary of State
July 19, 2023
EFFECTIVE DATE: July 19, 2023

STATE OF MICHIGAN
102ND LEGISLATURE
REGULAR SESSION OF 2023

Introduced by Senators Singh, Chang, Geiss, Klinefelt, McDonald Rivet, Shink, Brinks and McCann

ENROLLED SENATE BILL No. 129

AN ACT to amend 1996 PA 381, entitled "An act to authorize municipalities to create a brownfield redevelopment authority to facilitate the implementation of brownfield plans; to create brownfield redevelopment zones; to promote the revitalization, redevelopment, and reuse of certain property, including, but not limited to, tax reverted, blighted, or functionally obsolete property; to prescribe the powers and duties of brownfield redevelopment authorities; to permit the issuance of bonds and other evidences of indebtedness by an authority; to authorize the acquisition and disposal of certain property; to authorize certain funds; to prescribe certain powers and duties of certain state officers and agencies; and to authorize and permit the use of certain tax increment financing," by amending the title and sections 2, 8, 8a, 11, 13, 13b, 13c, 14, 14a, 15, and 16 (MCL 125.2652, 125.2658, 125.2658a, 125.2661, 125.2663, 125.2663b, 125.2663c, 125.2664, 125.2664a, 125.2665, and 125.2666), the title as amended by 2003 PA 259, section 2 as amended by 2022 PA 178, sections 8, 13, 13b, 15, and 16 as amended by 2020 PA 259, sections 8a and 11 as amended by 2017 PA 46, sections 13c and 14a as amended by 2021 PA 138, and section 14 as amended by 2016 PA 471.

The People of the State of Michigan enact:

TITLE

An act to authorize municipalities to create a brownfield redevelopment authority to facilitate the implementation of brownfield plans; to create brownfield redevelopment zones; to promote the revitalization, redevelopment, and reuse of certain property, including, but not limited to, previously developed, tax reverted, blighted, or functionally obsolete property; to promote the utilization of certain property for housing development; to prescribe the powers and duties of brownfield redevelopment authorities; to permit the issuance of bonds and other evidences of indebtedness by an authority; to authorize the acquisition and disposal of certain property; to authorize certain funds; to prescribe certain powers and duties of certain state officers and agencies; and to authorize and permit the use of certain tax increment financing.

Sec. 2. As used in this act:

(a) "Authority" means a brownfield redevelopment authority created under this act.

(b) "Baseline environmental assessment" means that term as defined in part 201 or 213.

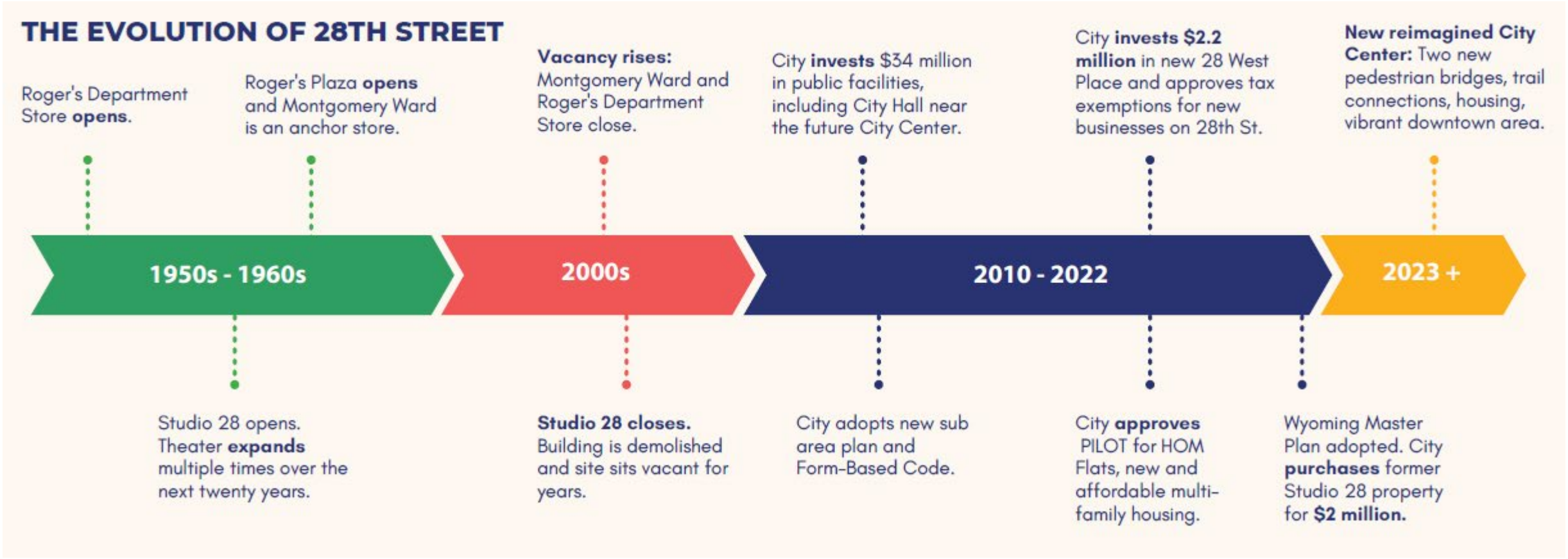
(c) "Blighted" means property that meets any of the following criteria as determined by the governing body:

(*i*) Has been declared a public nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance.

(49)

What is a brownfield plan?

WY | MI

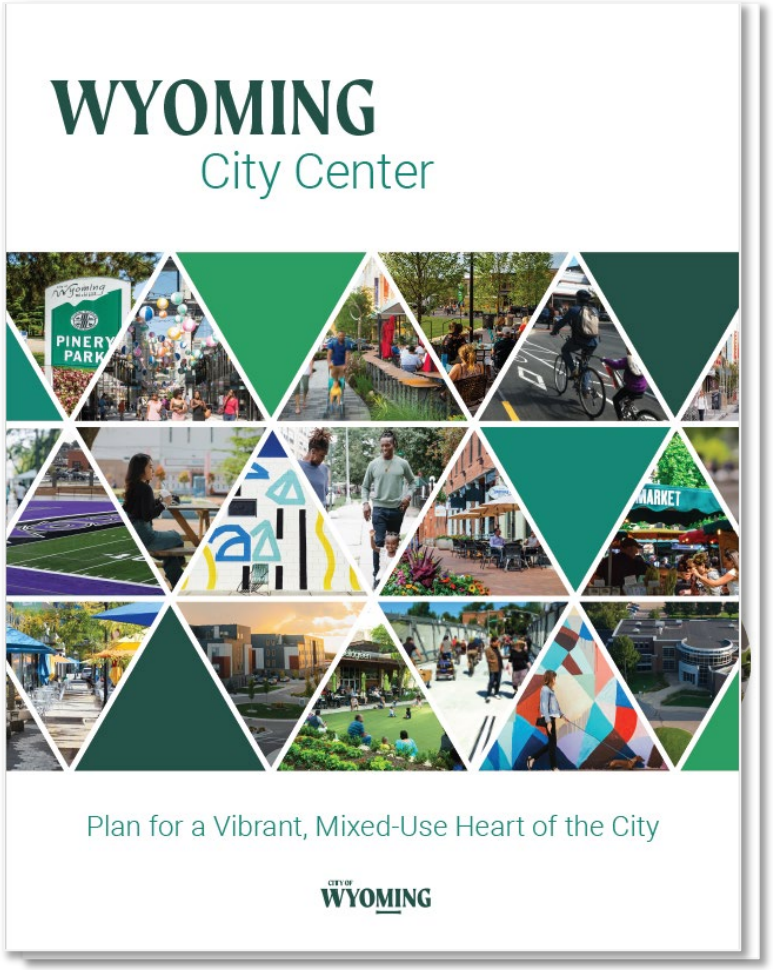


Hom Flats Phase III – History

WY | MI

Plan for a vibrant, mixed-use heart of the city

- Taller buildings
- More urban development pattern
- Open plazas
- Green parking deck



Plan for a vibrant, mixed-use heart of the city



Plan for a vibrant, mixed-use heart of the city



6 & 7 story buildings

Elevated park with hidden parking

Plan for a vibrant, mixed-use heart of the city

High quality and varied exterior finishes



Varied building heights

Plan for a vibrant, mixed-use heart of the city

Collaborated with City on complimentary building façade and plaza spaces to highlight bridge



Plan for a vibrant, mixed-use heart of the city

Integrated commercial space adjacent to pedestrian bridge



CITY OF WYOMING

City Manager | 1155 28th St. SW, Wyoming, MI 49509
616.530.7272 | Fax 616.261.7103 | wyomingmi.gov

January 6, 2025

Wyoming City Council
Wyoming, Michigan

City Manager's Report No. 25-1

Subject: Acceptance of Temporary Construction Permits for Trail 7

Councilmembers:

We acquired some of the temporary construction permits for the Trail 7 project and wish to make the accompanying payments for them:

Grantor: Jack & Mary Guikema
Parcel #: 41-17-11-230-023
Address: 809 Belfield St SW
Payment: $300.00

Grantor: Norbert Kemmer
Parcel #: 41-17-11-230-020
Address:875 Belfield St SW
Payment: $306.96

Grantor: 2028 Godfrey LLC
Parcel #: 41-17-11-203-008
Address: 2028 Godfrey Ave SW
Payment: $300.00

Grantor: Sierra Property Mgt. LLC
Parcel #: 41-17-11-003-011
Address: 2040 Godfrey Ave SW
Payment: $300.00

Grantor: Emiley & Sean O'Pry
Parcel #: 41-17-11-203-020
Address: 2118 Godfrey Ave SW
Payment: $346.57

Grantor: Maria Decarmen Tapia-Martinez
Parcel #: 41-17-11-203-021
Address: 2126 Godfrey Ave SW
Payment: $300.00

I recommend the City Council approve the attached temporary construction permits prepared by the city's right-of-way acquisition consultant, Land Matters, Inc. and payment of the stated amounts.

Respectfully submitted,

John Shay
City Manager

RESOLUTION NO. _____

RESOLUTION TO APPPOINT JEFFERY J. OONK
AS CITY TRAFFIC ENGINEER

WHEREAS:

1. Article II< Section 78-41 of the City Code adopts the Michigan Uniform Traffic Code for Cities, Townships and Villages.
2. Part 2, Rule 125 of said Traffic Code requires the City to appoint a Traffic Engineer.
3. Said Traffic Code requires the Traffic Engineer to administer the planning, installation and maintenance of all traffic control devices within the City.
4. Jeffery J. Oonk is the Assistant Director of Public Works – Engineering and is responsible for City traffic operations.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council does hereby appoint Jeffery J. Oonk as the City Traffic Engineer.

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 January 6, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

01.06.2025
City Manager

RESOLUTION NO. _____

RESOLUTION TO ENGAGE BLOOM SLUGGETT, PC TO PROVIDE LEGAL SERVICES AT THE DIRECTION OF THE CITY MANAGER

WHEREAS:

1. The city attorney is retiring.

2. The city has not yet appointed a new city attorney.

3. Bloom Sluggett, PC, a local law firm specializing in public sector and municipal law, and which serves as general legal counsel for many Michigan local governments, has offered to provide general municipal and prosecution legal services capped at the rate of $245.00 per hour.

NOW, THEREFORE BE IT RESOLVED:

1. The City Manager is authorized and directed to engage Bloom Sluggett, PC to provide general municipal and prosecution legal services as directed or approved by the City Manager. The City Manager is authorized and directed to sign an engagement letter with Bloom Sluggett in a form acceptable to the City Manager and retiring city attorney.

2. If a legal matter involves another Bloom Sluggett client, the city consents to Bloom Sluggett's representation of the other client and the City Manager, in his discretion, will engage the deputy city attorney, the retired city attorney, or another law firm to represent the city in that matter.

3. All resolutions and parts of resolutions are, to the extent conflict with this resolution, rescinded.

Moved by Councilmember:

Seconded by Councilmember:

Motion Carried Yes

No

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on January 6, 2025.

Date signed: January __, 2025

_____
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No._____

01.06.2025
City Manager/HR Director

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH RECRUITING SERVICE TO ASSIST WITH CITY ATTORNEY SEARCH

WHEREAS:

1. The city attorney is retiring.

2. The search for a new city attorney has been unsuccessful with a final applicant's recent withdrawal from consideration.

3. It has recommended that the city engage a professional recruiting firm to assist in recruiting a new city attorney and Natalie Morant LLC has been recommended by others as a local firm able to provide that assistance.

NOW, THEREFORE BE IT RESOLVED:

1. The City Manager is authorized and directed to engage Natalie Morant LLC to assist the city in recruiting a new city attorney by an agreement in a form acceptable to City Manager and the current city attorney that includes the terms and conditions publicly discussed during this City Council meeting.

2. All resolutions and parts of resolutions are, to the extent conflict with this resolution, rescinded.

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

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on January 6, 2025.

Date signed: January __, 2025

_____
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No._____

01.06.2025
City Manager/Public Works

RESOLUTION NO. ____

RESOLUTION CONFIRMING LICENSE AGREEMENT WITH WYOMING PUBLIC SCHOOLS

WHEREAS:

1. Wyoming Public Schools (WPS) suffered the loss of its bus garage during a recent fire.
2. The City wishes to make certain areas of its Public Works garage temporarily available to WPS in to enable WPS to maintain its fleet of buses and other school transportation vehicles.
3. Because of the exigency of the circumstances, the City Manager and WPS Superintendent have already signed an agreement to allow for such use.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Garage Bay, Conference Room and Tool Storage License Agreement with WPS is approved and the City's Manager's signing of that agreement on the City's behalf is confirmed.
2. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

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

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on January 6, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

Attachments:
Staff Report
Agreement

CITY OF WYOMING

City Manager | 1155 28th St. SW, Wyoming, MI 49509
616.530.7272 | Fax 616.261.7103 | wyomingmi.gov

STAFF REPORT

Date: December 30, 2024

Subject: Special Assessment Policy Update

From: John Shay, City Manager
Myron Erickson, Public Works Director

Meeting Date: January 6, 2025

RECOMMENDATION:

Adopt Resolution Confirming License Agreement with Wyoming Public Schools.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 1 – Community
  - Goal 1 – Strengthen community relations and Wyoming's sense of identity.

DISCUSSION:

On Wednesday, December 18, 2024, a fire destroyed the Wyoming Public Schools' (WPS) bus garage along with tools, equipment, parts, and supplies. No was injured.

Working quickly with WPS the city has provided sufficient space in the city' Public Works garage for WPS to maintain its school transportation fleet until WPS can rebuild its bus garage in the next few years. A garage bay, conference room and tool storage license agreement was prepared to ensure compliance with applicable city policies and direction, and to provide accountability when city parts and supplies are used. The agreement also addresses risk allocation and insurance issues.

Given WPS need for immediate use, City Manager John Shay signed the agreement for the city. Consequently, the City Council is being asked to confirm that agreement much as it confirms emergency repairs.

BUDGET IMPACT:

The expected budgetary impact of this agreement is expected to be minimal.

GARAGE BAY, CONFERENCE ROOM & TOOL STORAGE LICENSE AGREEMENT

This Garage Bay, Conference Room & Tool Storage License Agreement is made as of December 30, 2024, between the City of Wyoming (**City**), a Michigan municipal corporation the principal business address of which is 1155 28th St SW, Wyoming, MI 49509 (**City**), as licensor, and Wyoming Public Schools, a Michigan general powers school district the principal business address of which is 3575 Gladiola SW Wyoming, MI 49519 (**WPS**), as licensee.

RECITALS

A. WPS owns and operated a school transportation (school bus) garage and incorporated office space the address of which is 2181 Prairie Pkwy SW, Wyoming, MI 49519 (the **WPS garage**), at which there was a fire on Wednesday, December 18, 2024, that destroyed that building and its contents (including bus parts and mechanical tools and supplies) such that it may take up to 18 months to rebuild it.

B. City owns and operates a public works garage for city-owned vehicles at its Department of Public Work Building at 2660 Burlingame Ave SW, Wyoming, MI 49509 (the **DPW Building**).

C. City has offered WPS and WPS personnel temporary use of one vehicle bay and a conference room in its DPW Building while WPS rebuilds and re-equips the WPS garage as provided in this agreement.

TERMS AND CONDITIONS

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

1. License. City grants to WPS and WPS' officers and employees (**WPS personnel**) a license to use the vehicle bay and conference room within the DPW Building designated and depicted on the attached **Exhibit A** (**licensed premises**) together with (i) undesignated parking spaces for the personal vehicles of WPS personnel while they are working in the licensed premises in the areas of the DPW Building parking lots as discussed and approved by the City Fleet Services Supervisor, (ii) areas within the DPW Building parking lots for the parking of up to 2 WPS school buses or other WPS vehicles while they are waiting for service within the licensed premises, at locations as approved by the City Fleet Services Supervisor (iii) use of the DPW Building restrooms in proximity to the licensed premises, and (iv) use of common areas of the DPW Building reasonably needed to access the licensed premises.

2. Security. The licensed premises and other areas of the DPW Building and adjacent grounds that WPS personnel are authorized to access and use under this agreement are not generally open to the public or other any persons other than City officers and employees authorized by the City to access and use them. Accordingly, City has established policies and procedures and has certain practices intended to preserve the security of the non-public parts of the DPW Building and adjacent grounds with which WPS personnel shall comply. They include, for example and without limitation, the following and, in the City's sole discretion, are subject to change.

A. Any individuals entering the non-public areas of the DPW Building may be subject to background checks. If requested by City, WPS shall provide City a list of WPS personnel who will be accessing the DPW Building as provided in this agreement and shall provide such other information and written consents to background checks of the listed WPS personnel to enable City to conduct a background check as City would undertake for City officers and employees (**City personnel**).

B. WPS personnel within the DPW Building shall carry, display, and/or present City or WPS identification in the same manner as City employees working at the DPW Building.

C. WPS personnel may be provided and may be required to acknowledge reading copies of any applicable written City security policies, procedures, and practices applicable to City employees working at the DPW Building. WPS personnel will comply with those City security policies, procedures, and practices to the same extent as City personnel working at the DPW Building.

D. WPS personnel will be issued key fobs to provide them access to the licensed premises. WPS personnel shall use those key fobs for access to the DPW Building only while working for WPS at the DPW Building. WPS personnel must promptly report any theft or loss of any key fob as provided in the applicable City policy, procedure, or practice.

3. Licensed Premises Condition and Use.

A. WPS has inspected the licensed premises and independently determined the licensed premises are suitable for WPS' intended use of them. WPS has not relied on any statements or representations from City. City disclaims any representations or warranties as to the condition of the licensed premises or their fitness for any particular use.

B. WPS shall use the licensed premises only for servicing WPS vehicles, storing WPS tools used to service WPS vehicles, and for office use incidental to those service activities, and for no other use.

C. If and when using any City equipment or tools within the licensed premises, WPS personnel shall comply with manufacturer's use instructions and any direction given by City personnel. Any cost to repair or replace any City equipment or tools due to any damage to, loss of, or repairs resulting during or from their use by WPS personnel shall be paid by WPS within 30 days of a City invoice therefor.

D. WPS is the sole employer of and solely responsible for WPS personnel. No WPS personnel are City employees or agents. City shall not have any authority to direct WPS personnel except as specifically provided related to security. WPS shall ensure WPS personnel comply with all applicable workplace safety requirements.

4. Use of City Parts and Supplies. Acknowledging that WPS's parts and supplies were destroyed in the fire, WPS may use City parts and supplies during the term of this agreement. WPS shall pay City the higher of the (i) initial acquisition cost of any such parts or supplies, or (ii) the cost City incurs to replace any such parts or supplies. City disclaims any representations or warranties as to the condition of any City parts or supplies or their fitness for any particular use.

5. Risk Allocation and Insurance. The provisions of this section shall survive the expiration or termination of this license.

A. WPS shall hold City and City's personnel harmless from, indemnify them for and defend them against all claims, demands, lawsuits, administrative proceedings, arbitrations, judgments, awards, fines, penalties, injuries, or other losses arising from or related to the use of the licensed premises or City equipment, tools, parts, or supplies, by WPS or WPS personnel.

B. WPS shall insure City and the DPW Building against any fire or other loss due to or arising from WPS' use or occupancy of the licensed premises and/or the DPW Building and surrounding property or all activities of WPS personnel while on the licensed premises and/or the DPW Building and surrounding property.

C. WPS shall provide workers' disability compensation coverage for all WPS personnel working within the licensed premises and/or the DPW Building and surrounding property in accordance with state law, without rights of subrogation against City.

D. WPS shall carry general commercial liability insurance coverage and other insurance in commercially reasonable amounts to insure all WPS indemnification and other risks under this agreement and, if requested by City, provide City a copy of certificates of insurance, endorsements, and policies.

6. Term. Unless terminated earlier, this agreement shall terminate on the earlier of WPS' vacation of the licensed premises upon occupancy of its rebuilt garage or December 31, 2026.

A. City may terminate this agreement without cause upon 60 days written notice to WPS.

B. WPS may terminate this agreement at any time upon written notice to City.

C. Upon termination, WPS is obligated to vacate the license premises and to pay City all amounts due under this agreement within 30 days of a City invoice therefor. The terms of section 5 will remain in effect until the expiration of applicable statutes of limitation and conclusion of any related actions or proceedings.

7. General Provisions.

A. This is the entire agreement between the parties as to its subject matter. There are no other representations, promises, terms or conditions. This agreement can only be modified in writing signed by

both parties. It shall not be affected by any manner of dealing or less formal practices between the parties.

B. Neither this agreement nor any of its rights, duties, terms, or privileges can be assigned by either party without the other party's prior written consent which may be refused for any reason or no reason. There are no intended 3rd party beneficiaries to this agreement.

Authorized representatives of the parties have signed this Contract as of the date first written above.

CITY OF WYOMING

By:_____
John Shay, City Manager

Date signed: December __, 2024

WYOMING PUBLIC SCHOOLS

By:_____
Craig Hoekstra, Superintendent

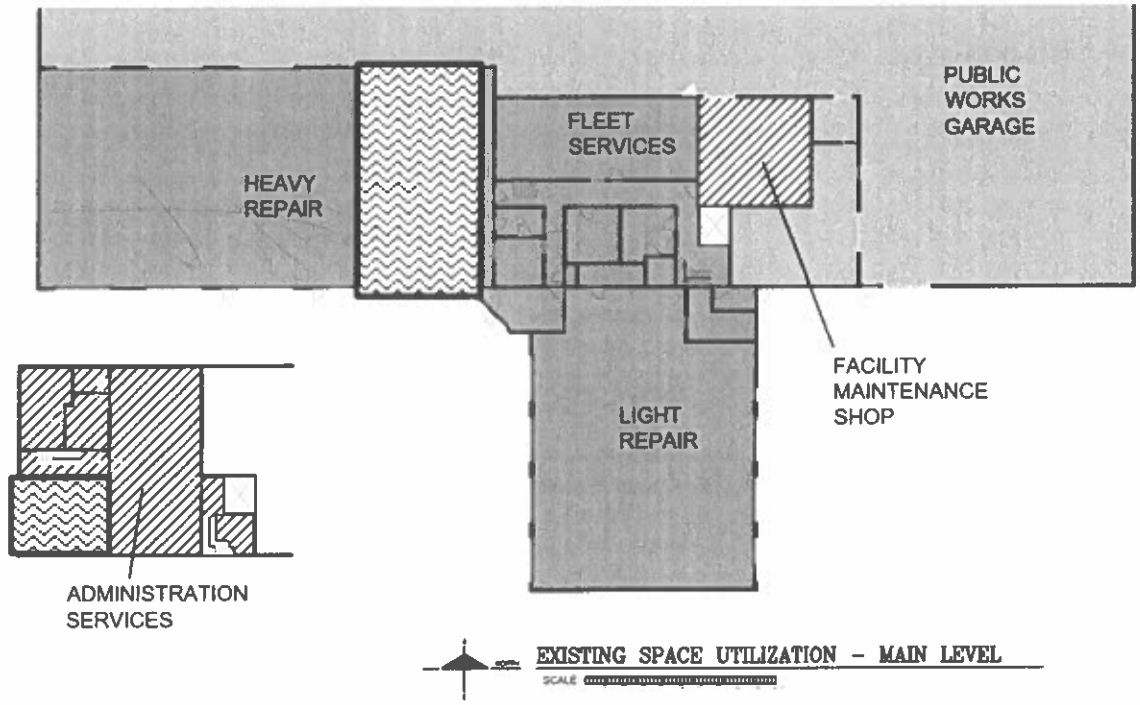
Date signed: December 30, 2024

Approved as to form:

_____
Scott G. Smith, City Attorney

EXHIBIT A

Depiction/Description of Licensed Premises, Parking Areas for WPS Vehicle, and Parking Areas of WPS Personnel's Vehicles



- Red areas depict approximate locations of vehicle bay and conference room

01.06.2025
CED/Atty.

RESOLUTION NO. ____

RESOLUTION CONFIRMING LICENSE AGREEMENT WITH CONSUMERS ENERGY

WHEREAS:

1. The city has undertaken its city center project that includes construction of trails and trail connections, a portion of which will lie within the Consumers Energy power line corridor between DeHoop Ave SW and Grace Christian University.
2. Consumers Energy is agreeing to the construction and use of the trail within that corridor subject to terms and conditions in a License Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The License with Consumers Energy for each of the city center trail within the Consumers Energy power line corridor between DeHoop Ave SW and Grace Christian University is approved in generally the form provided in this agenda, subject to such changes as may be approved by the city attorney.
2. The City Manager's signing of that License Agreement for the city and city staff is confirmed and directed to fully implement it in accordance with its terms.
3. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

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

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held on January 6, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No. _____

CITY OF WYOMING

Public Works | 2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | Fax 616.249.3487 | wyomingmi.gov

STAFF REPORT

Date: December 23, 2024

Subject: License Agreement for trail within Consumers Energy power line corridor

From: Nicole Hofert, Director of Community & Economic Development
Scott Smith, City Attorney

Meeting Date: January 6, 2025

RECOMMENDATION:

It is recommended that the City Council adopt Resolution Confirming License Agreement with Consumers Energy.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 1 - Community
  - Goal 3 – Implement placemaking initiatives
    - Objective 1 – Complete city center public improvements

DISCUSSION:

A portion of the city center trail will be constructed within the Consumers Energy power line corridor between DeHoop Ave SW and Grace Christian University. The License Agreement includes terms and conditions to ensure construction and use of the trail will be consistent with plans approved by Consumers Energy and ensures Consumers Energy retains all rights it needs for continued use of the that property. Under the agreement, any risk and liability related to the trail and its use will fall to the City.

While the City Manager has signed the Agreement because construction was underway, City Council confirmation is desired because it commits the city to long-term maintenance and other responsibilities.

LICENSE

Date: December 30, 2024

Licensor: Consumers Energy, a Michigan corporation, One Energy Plaza, Jackson, MI 49201 ("Consumers").
Phone: 1-866-679-4054 Email: landcontracts@cmsenergy.com

Licensee: City of Wyoming -- John Shay, City Manager, 1155 28th St. SW, Wyoming, MI 49509
Phone: 616-530-3170 Email: Nicole.Hofert@wyomingmi.gov

Premises: Property owned by Consumers Energy, located in Section 11, T6N, R12W, Wyoming Township, Kent County as shown and described in Exhibit A.

Master Tract ID:	061211016	Legacy Tract ID:	538.1-D3-16
Master Tract ID:	061211012	Legacy Tract ID:	538-D3-12
Master Tract ID:	061211013	Legacy Tract ID:	539-D3-13
Master Tract ID:	061211020	Legacy Tract ID:	540.1-D3-20

License Fee: $250.00 payable annually.

[Note: Consumers Energy may send Licensee an invoice for the License Fee. However, Licensee is obligated to pay the specified Licensee Fee not withstanding Consumer Energy's failure to send an invoice or any inaccuracy in the amount stated in the invoice and is obligated to pay the Licensee Fee at the time specified notwithstanding any contrary indication in any such invoice.]
[Office use only: BP10_ _ _ _ _ _ _ _ CA300_ _ _ _ _ _ _ _ _ IVD0]

Purpose: In consideration of Licensee's promises contained in this Agreement, Consumers grants to Licensee, on the terms and conditions set forth below, a license for the sole purpose of constructing, operating, maintaining, and removing a public non-motorized trail varying 10 - 16 feet in width and constructed of hot-mixed asphalt and concrete. This license further permits the installation, maintenance, and removal of, traffic bollards, a retaining wall, garbage receptacles, signage, and underground electric conduit for lighted bollards on the licensed premises, per plans shown in Exhibit B.

Licensee promises to comply with the following terms and conditions:

1. Licensee shall construct, improve, and maintain the trail solely at Licensee's expense, and Consumers shall not be required to incur any cost or expense whatsoever as a result of the construction, operation, and maintenance of the trail. Licensee shall reimburse Consumers in the amount of any increase in real or personal property taxes or assessments resulting from the trail improvements Licensee places on the Premises pursuant to this License, payable 30 days after Licensee receives an invoice from Consumers for any such increase. Licensee shall reimburse Consumers for other costs it is required to incur (e.g., to comply with governmental regulation) as a result of Licensee's use of the Premises. Licensee shall not permit any construction lien to attach to the Premises by reason of any improvements made or work performed at the Premises.

2. Consumers shall at all times while this Agreement is in effect have the right to use the Premises for any purpose regardless of whether the use interferes with Licensee's use under this Agreement. Such use may include, without limitation, construction, operation, inspection, maintenance, modification, relocation, and removal of electric and gas utility facilities on, over, under, and across the Premises or the adjoining land, the removal, trimming, and controlling in any manner, including

by chemical spraying, of any or all trees, brush, and other vegetation now or hereafter growing on the Premises or the adjoining land. Consumers shall have the right to grant to third parties the right to construct, operate, and maintain utility facilities and other structures on, over, under, and across the Premises or the adjoining land. Consumers shall have no obligation to refrain from using, or to modify the manner of its use of, the Premises or the adjoining land, whether or not such use interferes with, detracts from, or is otherwise inconsistent with Licensee's use of the Premises pursuant to this Agreement. Consumers shall have the right of access to the Premises at any time, and Licensee shall construct and locate any and all fences and barricades Consumers permits on the Premises so as not to interfere with Consumers' use of the Premises or the adjoining land. In using the Premises or the adjoining land, Consumers shall not be responsible to Licensee for any damage to Licensee's improvements on the Premises resulting from Consumers' use of the Premises or the adjoining land. Consumers may require Licensee to temporarily close the trail for such periods as Consumers deems necessary or desirable in connection with its use of the Premises or the adjoining land. If requested by Consumers, Licensee shall post public notices of such closing on the Premises, and Licensee shall be responsible to take appropriate action to enforce the closing, including action to remove trespassers.

3. Consumers shall have the right at any time and for any reason it deems appropriate, in its sole discretion, to require Licensee, at Licensee's expense, to temporarily or permanently relocate the trail, or portions thereof, or other permitted improvements. Relocation may include temporary or permanent removal of portions of the trail from the Premises. Licensee agrees to fully cooperate with such requirement and to use its best efforts to complete such relocation by the date Consumers specifies, which shall be not less than 90 days from the date Consumers notifies Licensee to relocate. Licensee agrees that if Licensee fails to complete the required relocation by the specified date, Consumers shall have the right to relocate and/or modify the trail as necessary to accommodate its facilities or use of the Premises. Licensee shall be responsible to reimburse Consumers for all costs and expenses (including attorney fees) it incurs in making such relocation or modification. Notwithstanding the foregoing, Licensee may seek to avoid a relocation specified by Consumers by offering to pay Consumers for the additional costs and expenses Consumers would incur if Licensee did not make the relocation, which offer Consumers may accept or reject in its sole discretion.

4. Licensee shall post Consumers-approved signs in such places on the Premises as specified by Consumers, identifying the Premises as being owned and/or provided for use by Consumers.

5. Licensee shall not place any trees, shrubs, or other landscaping, or any buildings, benches, viewing platforms, signs, or other structures on the Premises without Consumers' prior written consent, the granting or withholding of which shall be within Consumers' sole discretion.

6. Licensee shall take all measures that Consumers, in its opinion, deems necessary to restrict use of the trail to non-motorized bicycles and pedestrian foot traffic.

7. Licensee shall erect fencing or other suitable barriers and signs reasonably specified by Consumers to prevent trail users from having access to existing or future utility facilities on the Premises or the adjoining land.

8. Licensee shall not remove any trees or shrubs from the Premises without Consumers' prior written consent, the granting or withholding of which shall be within Consumers' sole discretion. However, Licensee may trim and remove branches that impede use of the trail.

9. Licensee's use of the Premises shall at no time create any condition on the Premises that would create a fire hazard or be considered a nuisance. Licensee shall at all times maintain the Premises in a proper, clean, and safe condition. At Consumers' sole discretion, if the trail or the Premises allows or encourages access to other areas of Consumers' property resulting in unwanted activity including but not limited to; dumping, vagrancy, or other nuisances, the Licensee shall be responsible for remedying the situation and/or cleaning and restoring said other area(s) of

Consumers' property at their sole liability and expense. If the Licensee does not comply with the obligations of this paragraph within 10 days of notification, Consumers may remedy and restore, and Licensee shall reimburse Consumers for all expenses within 60 days of receiving an invoice from Consumers.

10. Prior to commencing any excavation or digging on the Premises, even for installation of signposts or fence posts, Licensee shall contact the Utility Communications System (Miss Dig), phone number (800) 482-7171, prior to performing any excavation in accordance with Michigan Compiled Law 460.701 et seq., as amended by Public Act 174 of 2013 and any future amendments.

11. Licensee agrees cooperate with Licensor to protect any infrastructure now on or hereafter located on or below the Premises. Suitable means of protection may include the erection and maintenance of barricades or other protection as required by the Licensor. Licensee agrees that the erection and maintenance thereof shall be at Licensee's sole cost and expense.

12. Vehicular activity and storage of equipment or materials shall not be permitted unless in conjunction with the approved use described within this agreement. If approved, vehicular activity and storage of equipment and materials shall not be within 15 feet of any Consumers poles and guy wires or directly under electric lines is prohibited. Vehicular activity and storage of equipment or materials within 30 feet or directly over any Consumers pipeline is prohibited. A minimum of 5 feet of cover or appropriate bridging is required to cross any Consumers pipeline. Paralleling traffic shall maintain a minimum distance of 15 feet of any Consumers pipeline. Operation of motor vehicles for recreational purposes is not permitted under any circumstances. MIOSHA standards shall be observed, if more stringent.

13. Licensee shall comply with all local, county, state and federal ordinances, regulations, laws, and statutes. Licensee is solely responsible for obtaining any required governmental permits or authorizations for its approved activities at the Premises. In seeking such permits, Licensee shall identify itself as the applicant and responsible party and identify Consumers only as the owner of the Premises. Licensee shall at all times maintain the Premises in a proper, clean, and safe condition.

14. Licensee shall not dispose or suffer to be disposed of any waste material on Consumers' land and shall not use, store, or maintain, or suffer to be used, stored, or maintained, on Consumers' land any material that is or may be or become hazardous to human health or the environment or the storage, treatment, or disposal of which is regulated by any governmental authority without Consumers' prior written consent, the granting or withholding of which shall be within Consumers' sole discretion. If use of Consumers' land as permitted in this Agreement results in the presence on or under Consumers' land (which includes but is not limited to the underlying groundwater) of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USCA 9601 et seq; the Resource Conservation and Recovery Act (RCRA), 42 USCA 6901 et seq; the Toxic Substances Control Act (TSCA), 15 USCA 2601 et seq; the Michigan Natural Resources and Environmental Protection Act, MCL 324.101 et seq; or any other similar existing or future statutes, Licensee shall, at no cost to Consumers, promptly take: 1) all actions required by any federal, state, or local governmental agency or political subdivision, and 2) all actions required to restore Consumers' land to the condition existing prior to the introduction of such contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. The actions required by Licensee pursuant to this paragraph include but are not limited to: a) the investigation of the environmental condition of Consumers' land; b) the preparation of any feasibility studies, reports, or remedial plans required by law or governmental policy, and c) the performance of cleanup, remediation, containment, operation, maintenance, monitoring, or restoration work, whether on or off Consumers' land. Licensee shall proceed continuously and diligently with such investigatory and remedial actions. Licensee shall promptly provide to Consumers, free of charge, copies of all test results and reports generated in connection with the above activities and copies of all reports submitted to any governmental entity. No cleanup,

remediation, restoration, or other work required to be performed pursuant to this paragraph shall require or result in the imposition of any limitation or restriction on the use of Consumers' land without Consumers' prior written consent, the granting or withholding of which shall be within Consumers' sole discretion. Additionally, Licensee shall indemnify, defend, and hold Consumers, its officers, employees, agents, affiliates, and parent corporation, harmless from and against any and all losses, liabilities, claims, damages, payments, actions, recoveries, settlements, judgments, orders, costs, expenses, attorney fees, penalties, fines, encumbrances, and liens arising out of: A) the presence on or beneath Consumers' land and the underlying groundwater, of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in CERCLA, RCRA, TSCA, NREPA, or any other similar existing or future statutes, as a result of use of the Premises pursuant to this Agreement; B) Licensee's violation or alleged violation of any federal, state, or local law related directly or indirectly to the use of Consumers' land pursuant to this Agreement; or 3) Licensee's failure to comply with the terms and conditions of this Agreement; provided, that Licensee's indemnification obligation shall not extend beyond the limitations placed on a governmental body or employee to indemnify another pursuant to law, and such obligation shall not abrogate or diminish Licensee's defense of governmental or sovereign immunity against any party, including Consumers. The provisions of this paragraph shall survive the termination of this Agreement.

15. In the event that Licensee at any time discovers or otherwise learns of the existence on Consumers' land of any contaminant, hazardous substance, hazardous waste, or hazardous constituent or any object that is likely to contain a contaminant or hazardous substance, waste, or constituent (such as vehicle tires, junk vehicles, storage tanks, barrels, cans, and similar containers), Licensee shall promptly notify Consumers thereof. Licensee shall also promptly notify Consumers of the occurrence of a spill or other release of a contaminant or hazardous substance, waste, or constituent on Consumers' land. For purposes of this notice requirement, a hazardous substance includes (but is not limited to) any substance the storage, treatment, or disposal of which is regulated by a governmental authority. Examples of contaminants or hazardous substances, waste, or constituents are oil, gasoline, chlorinated solvents, vehicle tires, paint, and sandblasting material. This notice requirement applies regardless of who caused the spill or release. Licensee shall send such information to Consumers' Environmental Department, 1945 West Parnall Road, Jackson, Michigan 49201, 517-788-2986.

16. Licensee accepts the Premises in their present condition and acknowledges that Consumers has made no representations as to the condition thereof. Consumers shall not be liable for any damages arising from the acts or omissions of Licensee or its invitees or users of the Premises. Licensee shall be solely responsible to arrange for the provision of police protection as may be required to maintain law and order on the Premises and to comply with the provisions of this Agreement. Licensee agrees to indemnify and hold Consumers, and its successors and assigns, harmless from and against all actions, claims, liability, losses, expenses, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees, and invitees, arising in connection with or as a direct or indirect result of Licensee's use of the Premises pursuant to this Agreement, whether due or claimed to be due to Licensee's negligence, Consumers' negligence, the negligence of both Consumers and Licensee, the negligence of any other person, or otherwise, except for Consumers' sole negligence; provided that the City's indemnification obligation pursuant to this paragraph shall not extend beyond the limitations placed on a governmental body or employee to indemnify another pursuant to law and shall not abrogate or diminish the City's defense of governmental or sovereign immunity against any party, including Consumers. The provisions of this paragraph shall survive the termination of this Agreement.

17. Licensee shall insert in all contracts, and require to be inserted in all subcontracts, at any time let in connection with work to be performed on the Premises, the requirement that the contractor or subcontractor assume all liability for and protect, indemnify, and save Consumers harmless from and against all actions, claims, liability, losses, expenses, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever,

including the parties hereto and their agents, contractors, subcontractors, employees, and invitees, arising in connection with or as a direct or indirect result of Licensee's use of the Premises. The provisions of this paragraph shall apply to each and every such injury, death, loss, and damage, however caused, whether due, or claimed to be due, to Licensee's negligence, Consumers' negligence, the negligence of any such contractor or subcontractor, the combined negligence of either or both of the parties hereto and any one or more of said contractors or subcontractors, the negligence of any other person, or otherwise. Further, Licensee shall require all contractors and subcontractors at any time employed in connection with any work to be done on the trail to maintain in full force and effect a policy of Comprehensive General Liability Insurance with a minimum combined bodily injury and property damage single limit of $1,000,000 per occurrence, written so as to provide coverage for collapse, explosion, and underground hazards, which insurance shall either include a Cross Liability Endorsement or shall not preclude recovery by a named insured as a result of the negligence of any other named insured under said policy. Said policy of insurance shall be written by an insurance company authorized to do business in the State of Michigan and shall name Consumers Energy Company as an additional insured.

18. The license hereby granted to Licensee is personal to Licensee. Licensee may not assign or otherwise transfer its interest in this Agreement to any third party; nor will its interest under this Agreement inure to Licensee's successors or assigns.

19. This License is given subject to any existing leases, licenses, easements, and other interests in the premises, whether or not of record. Licensee is responsible to give required notices, to secure necessary consents and permits from existing lessees, licensees, easement owners, and owners of other interests, and to comply with requirements of such existing leases, licenses, easements, and other instruments.

20. Notwithstanding any contrary provision in this License, either party may at any time and for any reason terminate this Agreement by giving the other 30 days written notice of termination; provided, however, that Consumers agrees not to terminate this Agreement for a period of 10 years following the commencement of this License, other than for Licensee's failure to comply with the terms of this Agreement within 30 days after written notice from Consumers of such failure or if termination is required by any applicable law, rule, or regulation or other circumstances beyond Consumers' reasonable control. Notice of termination to Consumers shall be given to: Consumers Energy Company, Real Estate Asset Management Department, One Energy Plaza, Jackson, MI 49201 (Email: landcontracts@cmsenergy.com). Notice of termination to Licensee shall be given to: City of Wyoming, Community & Economic Development, Attn: Nicole Hofert (Email: Nicole.Hofert@wyomingmi.gov). 1155 28th St. SW, Wyoming, MI 49509. Either Consumers or Licensee may change the designated address or addressee for such notice by notifying the other of such change.

21. Upon termination of this Agreement, Licensee shall take all actions necessary to immediately terminate public use of the Premises. If Licensee fails to do so, Consumers shall have the right to take whatever actions it deems necessary to terminate public use. Upon termination of this Agreement, Licensee may remove any and all improvements erected by Licensee on the Premises, and shall remove such improvements if so requested by Consumers. If Consumers requests removal of such improvements, Licensee shall remove such improvements within such period of time as the parties agree to but no event more than 6 months following such request. If Licensee fails to do so, Licensee shall reimburse Consumers for the cost of such removal, on demand from Consumers.

22. Unless stated otherwise, all requirements for notice contained in this Agreement shall be deemed to require notice in writing and service by: a) personal service, with service being effective upon delivery; b) United States certified mail, return receipt requested, with service being effective on the date of receipt; c) telecopy, facsimile, or other form of telecommunication, with service being effective on receipt; or d) recognized overnight courier service, with service being effective on delivery.

23. This License may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this License, including this License, may be imaged, and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

IN WITNESS WHEREOF, Consumers and Licensee have caused this instrument to be executed by their duly authorized representatives on the dates indicated below.

Consumers Energy

By: Lisa N. Groom

Its: Land Manager

Licensee

By: John Shay

John Shay, City Manager

Exhibit A



Parcels of land owned by Consumers Energy and located in the SW ¼ and the SE ¼ of Section 11, T6N, R12W, Wyoming Township, Kent County, Michigan and as shown above.

Exhibit B

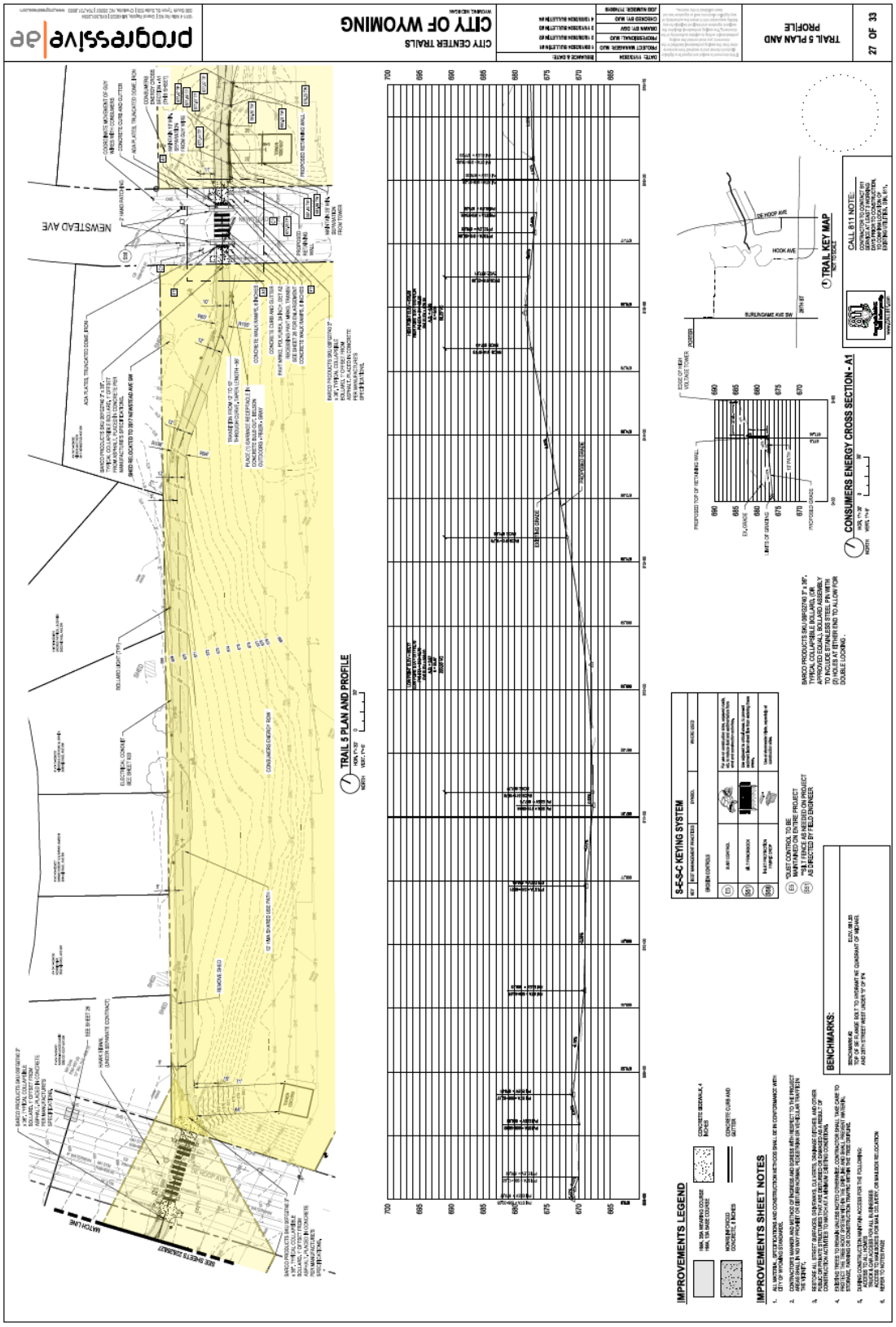
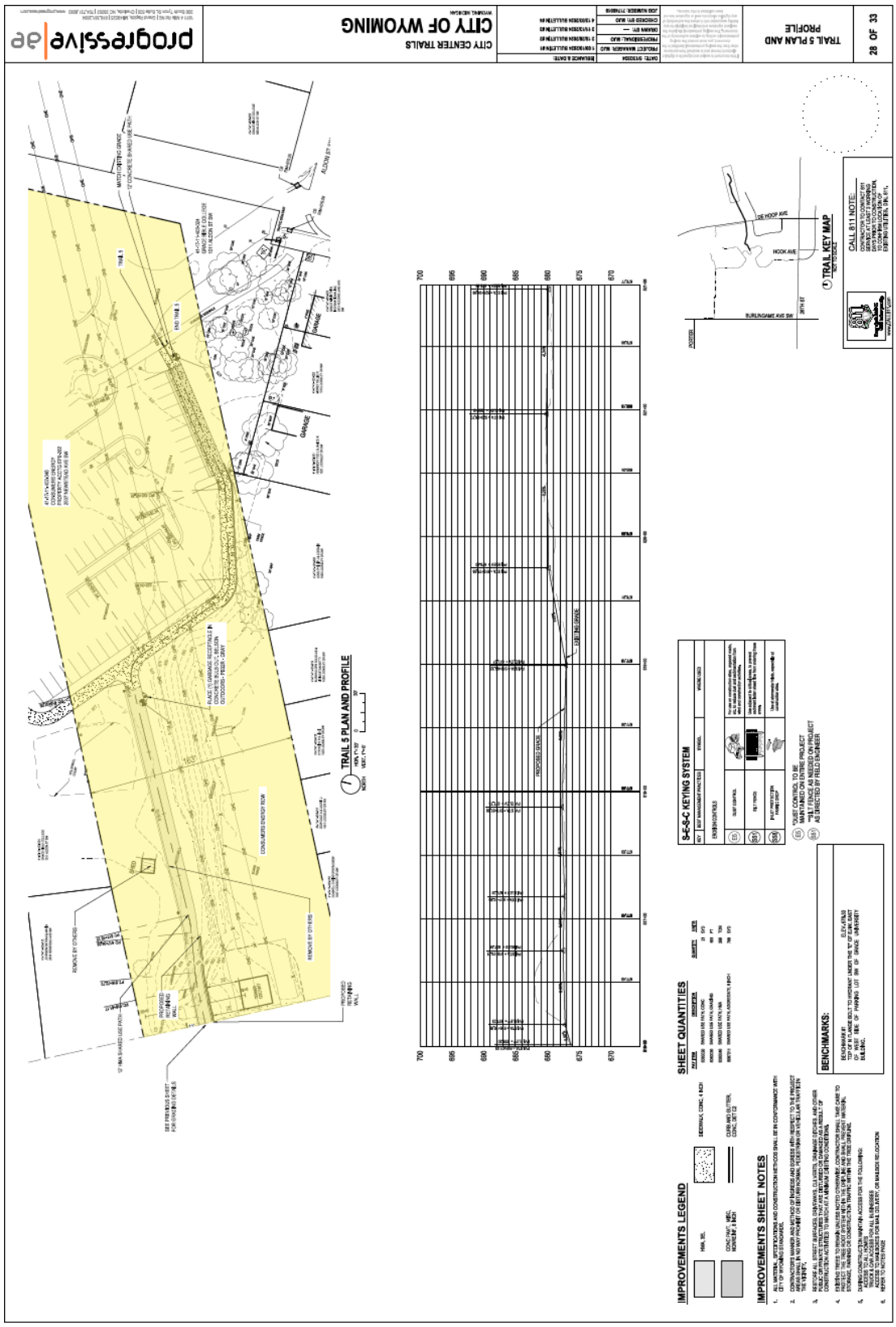

progressive ae
CITY OF WYOMING
CITY CENTER TRAILS
TRAIL 5 PLAN AND PROFILE
27 OF 33
TRAIL 5 PLAN AND PROFILE
IMPROVEMENTS LEGEND
IMPROVEMENTS SHEET NOTES
BENCHMARKS:
S-E-S-C KEYING SYSTEM
CONSUMERS ENERGY CROSS SECTION - A1
TRAIL KEY MAP
CALL 811 NOTE:
NEWSTEAD AVE
HOOK AVE
BURLINGAME AVE SW
DE HOOP AVE

Exhibit B (cont.)



RESOLUTION NO. _____

RESOLUTION AMENDING SECTION 5 OF THE CITY COUNCIL POLICY MANUAL TO ADOPT A REVISED SPECIAL ASSESSMENT POLICY

WHEREAS:

1. The city has historically specially assessed parcels specially benefitting from certain public improvements, particularly the construction and installation public water, sanitary sewer, and storm sewer improvements, but also for street paving, and construction of curbs, gutters, sidewalks, and drive approaches.

2. As the city has developed, there are fewer circumstances where this policy will apply and, in those circumstances, the public at large generally is the principal beneficiary of street paving, and construction of curbs, gutters and sidewalks.

3. Accordingly, parcels clearly specially benefit from the availability of public water and sanitary sewer services and parcels occupied or zoned for commercial, industrial, or institutional uses also benefit from storm sewer improvements, the special benefit to parcels from street paving, and construction of curbs, gutters and sidewalks is less clear and quantifiable.

4. Revision of the city's current policy addressing special assessments in section 5 of the Revised City Council Policy Manual will update its to reflect the city's changing circumstances, enhancing fairness for owners of property adjacent to such improvements.

NOW, THEREFORE BE IT RESOLVED:

1. Section 5 of the City Council Policy Manual is amended to read as stated on the attached Exhibit A.

2. All resolutions and parts of resolutions are, to the extent conflict with this resolution, rescinded.

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

I certify that this resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular meeting held on January 6, 2025.

Date signed: January __, 2025

_____
Kelli A. VandenBerg, Wyoming City Clerk

Resolution No._____

CITY OF WYOMING | PUBLIC WORKS

2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | wyomingmi.gov

STAFF REPORT

Date: December 23, 2024

Subject: Special Assessment Policy Update

From: Myron Erickson, Public Works Director
Scott Smith, City Attorney

Meeting Date: January 6, 2025

RECOMMENDATION:

Adopt Resolution Amending Section 5 of the City Council Policy Manual to Adopt a Revised Special Assessment Policy.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
  - Goal 3 – Improve city infrastructure and service reliability

DISCUSSION:

The city's special assessment policy in section 5 of the City Council Policy Manual has guided staff's recommendations for allocating costs of the initial construction and installation of certain public improvements adjacent to parcels in the city. The policy worked well when large areas of the city remained undeveloped and/or were not yet served by those public improvements. Now, there are few, mostly smaller areas of the city unserved by those improvements. In addition, changes to some aspects of the current special assessment policy are needed to comply with more recent Michigan Tax Tribunal and judicial decisions concerning special assessments.

Under the proposed revised policy

A. Public water and sanitary sewer benefits will be determined on a buildable parcel basis, rather than with reference to length of a parcel's frontage. This approach is clearly a more defensible one is a property owner appealed a water or sanitary sewer special assessment.

B. Commercial (including multi-family residential), industrial, and institutional parcels will be assessed for public water and sanitary sewer improvements at 3 times the residential special assessment amount. Such parcels can demand far more water and generate far more wastewater so the mains, pumps, water storage, and other parts of those systems have to be sized to meet those potential demands. Even fairly small commercial buildings can be occupied by businesses using (demanding and disposing of) large amounts of water, have fire suppression systems requiring large volumes of water, etc. Therefore, the special benefit to those parcels I are greater than for single-family residential parcels.

C. Only commercial (including multi-family residential), industrial, and institutional parcels will be assessed for storm sewers, but the parcels will only be responsible for the cost of a 12-inch storm lateral extending to their property line. Laterals are typically provided for new residential lots in the city for connecting to private drains or a sump pump, but these laterals are smaller in diameter and much less expensive than 12-inch concrete laterals, therefore there is little benefit to specially assessing residential parcels for storm laterals.

D. No special assessments will be levied for street paving, curbs, gutters, sidewalks, or drive approaches. It is becoming increasingly difficult to quantify how much those improvements specially benefit adjacent parcels rather than the general public.

E. Special assessment deferments will continue to apply as they do now.

BUDGET IMPACT:

The budgetary impact of this policy change is expected to be minimal.

Section 5 – PUBLIC WORKS

5.01 Special Assessments for Some Public Improvements.

A. Purpose and Rationale.

The owners and/or occupants of parcels that specially benefit from a public improvement should pay a proportionate part of the cost of that improvement. Accordingly, a portion of the costs of public improvements that benefit or relieve a burden from a parcel will be specially assessed against that parcel.

Costs of public improvements can vary from project to project due to a variety of factors including, for example, soil conditions, groundwater tables, the depth and size of mains, weather conditions, proximity to other public and private improvements, and other factors. The city seeks to ensure that parcels benefiting from certain public improvements are specially assessed using a common methodology resulting in similar assessments. This policy is intended to provide uniformity and consistency in special assessments.

Not all parcels have an immediate need to use city water, sanitary sewer and/or storm sewer services though the availability of public water and sanitary sewer provides a long-term benefit to them. Therefore, this policy provides for deferment of special assessments in certain situations. This policy no longer requires specially assessing abutting parcels for paving of streets, curbs and gutters, and sidewalks.

This policy addresses special assessments for city-initiated public improvements. This policy does not apply to special assessments initiated by property owners, to single lot assessments related to code enforcement, or to the city's spongy moth special assessments. Any special assessments must comply with the special assessment requirement in Chapter XI of the City Charter and Chapter 66 of the city's code of ordinances that include 4 resolutions (usually adopted in 3 meetings) and 2 public hearings.

B. Definitions.

The following definitions and rules of interpretation shall apply to this policy.

1. *Assessment* means the amount determined by the city engineer's office under this policy to be assessed for either city water, sanitary sewer, and storm sewer improvements made in rights-of-way or easements or otherwise making city water, sanitary sewer, and/or storm sewer services available to a parcel.
2. *Parcel* means any platted or unplatted land having a property tax parcel number.
3. *Undevelopable parcel* or *part of a parcel* means any parcel or part of a parcel that, due to applicable laws, rules, regulations, or other legal requirements or limitations, cannot be developed with buildings or other structural or surface improvements due to such conditions as regulated wetlands, floodplains, environmental contamination, restrictive covenants, easements, or limiting but unalterable topographical features.

C. Determination of Assessment Amounts.

To provide uniformity and consistency in assessments under this policy the following procedure will be used.

1. Once every 3 years, the city engineer will select 3 to 5 city projects that include installation of public water, sanitary sewer, and storm sewer mains and laterals to determine the average cost in normal conditions.
    a. The assessment for sanitary sewer shall be based on the cost of installing 75 linear feet of 8-inch diameter sanitary sewer for residential areas at minimal depth and sandy conditions plus the cost of a stub to the property line. The amount of the assessment shall be proportionate to the benefit to the adjacent property.
    b. The assessment for residential properties for new water main installation shall be based on the cost of installing 75 linear feet of 8-inch ductile iron water main at standard depth in sandy conditions plus the cost of a service and valve at the curb.

c. The assessment for a storm sewer lateral serving a non-residential parcel shall be based on the cost of installing 15 linear feet of 12-inch diameter concrete storm lateral at minimal depth in sandy conditions stubbed to the property line.

2. After the initial determination of that cost, the cost will be adjusted once a year over the next 2 years by the lesser of (i) 3.0%, or (ii) the rate of inflation determined by applying the "Inflation Rate Multiplier" annually provided to property tax assessors by the Michigan State Tax Commission.

3. The standard residential special assessment for city water lines, standard residential special assessment for sanitary sewer lines will be equal to the average cost of each determined under subsection 1.

D. Residential Special Assessments.

Residential assessments will generally be made on a buildable lot basis. This approach, rather than a front-footage basis, better approximates the benefit to the parcel and addresses possible inequities resulting from pie-, flag-, or mushroom-shaped parcels, parcels that are wide but not very deep, parcels under common ownership on which additional dwellings could be built, parcels under common ownership on which no additional dwelling could be built, corner and through parcels, and other circumstances.

1. Platted parcels will normally receive a single assessment for each improvement. Exceptions will be made under the following circumstances:

   a. The platted parcel is of a size and dimensions so that it could, under current zoning ordinance provisions (assuming no applicable plat restrictions would prevent it) be divided into 2 or more buildable lots. In this circumstance, the city engineer shall reasonably estimate the number of possible buildable lots and additional assessments will be accordingly made.

   b. Two or more adjoining platted parcel are commonly owned with an existing home that either straddles the lot line or is placed in a manner that the parcel could not be split into 2 or more buildable lots conforming to dimensional limits in the current zoning ordinance. Such lots will receive only a single assessment.

   c. Two or more adjoining platted parcels are commonly owned and, though subsection D.1.b might apply, the owner records a restrictive covenant prohibiting any such split for at least the next 20 years. Such lots will receive only a single assessment.

2. Unplatted parcels will be assessed based on a reasonable estimate of the number of buildable lots that could be developed on the parcel as the parcel is currently zoned. Even if the parcel owners have no current plans for development, the water and/or sanitary sewer mains and systems need to be sized to accommodate that development if it were to occur and the availability of water and/or sanitary sewer service is a benefit to such parcels.

   a. The estimate will be made considering needs for public or private road rights-of-way, utility easements, currently applicable front-, rear-, and side-yard setbacks, location(s) of existing dwellings and accessory structures, and other factors (see subsection D.3 below) that might affect the number of additional buildable lots.

   b. If the legal title owner of an unplatted parcel on which a dwelling unit currently exists records a restrictive covenant prohibiting any such split or further development for at least the next 10 years, the parcel will be subject to a single water and single sanitary sewer assessment.

3. If any part of any platted or unplatted lot is undevelopable due to protected wetlands, easements, plat restrictions, restrictive covenants, or other use limitations, those undevelopable portions shall not be considered with determining the number of buildable lots under the preceding subsections D.1 and D.2.

4. Residential parcels shall not be assessed for storm sewers.

E. Commercial and Industrial Zoned Parcels and Multi-Family Parcels.

1. The availability of water and/or sanitary sewer service benefits commercial and industrial zoned parcels because development, redevelopment, expanded uses, structural changes, and changes

in uses will no longer be limited or otherwise affected by water wells and/or septic fields, because public water provides enhanced fire protection, and because some commercial and industrial uses or users require public water or sanitary sewer services. Additionally, while current occupants of commercial or industrial zoned property may not require large volumes of water or discharge large volumes of sanitary wastewater, their processes or uses could change and future occupants might have greater needs. This means water and sanitary sewer infrastructure must be sized to serve potential demands, not just the existing ones. However, commercial and industrial water and wastewater water needs and sanitary wastewater discharges do not necessarily correspond to the size of the parcels because large parcels can be occupied by users with small workforces whose water use and wastewater discharges are limited to employee restrooms and breakrooms, while smaller parcels can be occupied by users whose processes are water intensive.

2. Assessments of commercial and industrial zoned parcels for water and sanitary sewer will be 3 times the assessment for each residential buildable lot. Assessments for storm sewer shall be equal to the amount determined under subsection C.1.c.

3. If larger sized water service lines, sanitary sewer laterals, or storm sewer laterals are needed to serve a commercial or industrial zoned parcel, those parcels will be assessed for the incremental increased costs for those larger lines in addition to the assessment amount provided in subsection E.2.

4. Parcels occupied by multi-family residential buildings or that are zoned and developable for such uses will be assessed in the same manner and at the same rates as commercial and industrial zoned parcels.

5. Under the city's water and sewer use ordinances additional charges may be due.

F. Government, School, Institutional, Railroad and Utility Property.

1. Parcels owned by other governmental entities and public schools may be exempt from special assessments. Those owners may need to consent to a city special assessment. Therefore, contact should be made with officers or bodies empowered to contractually commit those governmental entities or public schools. The amount to be assessed to them will be equal to the amount of an assessment for commercial or industrial zoned property. If the government or public school does not consent, no water or sanitary sewer service shall be provided to that property until an amount equal to the assessment is paid to the city.

2. Private schools, hospitals, and other nonprofit entities, whether on commercial or industrial zoned property or property zoned for residential or other uses, shall be assessed an amount equal to assessments of commercial and industrial zoned property.

3. Railroad parcels on which track is located and utility parcels on which there are utility lines shall not be assessed unless there is a building or other structure on the property that will or could be served by public water or sanitary sewer. If such a building is on the property or if the property is vacant and buildable, the assessment shall be in the same amount as an assessment on commercial or industrial zoned property. If the railroad or utility property is not assessed, no public water or sanitary sewer service shall be provided to that property until an amount equal to the special assessment is paid.

4. City parks, roads, other rights-of-way, and other property shall not be specially assessed because the city will be paying all costs of the project other than the amounts specially assessed.

G. Exempt Parcels.

1. Through lots and corner lots already served by and connected to city water, sanitary sewer, or storm sewer lines in another street shall not be assessed.

2. Unbuildable parcels will not be assessed.

H. Deferments.

Deferments of special assessments may be provided as follows:

1. Special assessments against homestead parcels may be deferred as provided by and in accordance with all requirements of 1976 PA 225, MCL 211.761 *et seq*.
2. An assessment for water against an occupied parcel on which a properly functioning and legally compliant groundwater well supplies sufficient potable water for all current uses of the parcel may be deferred until the earliest of any of the following if a notice of deferred special assessment is recorded with the Kent County Register of Deeds in a form acceptable to the city attorney. Deferred assessments will not accrue interest during the deferment.
    a. September 30 of the year that is 10 years after the year in which the special assessment roll was confirmed.
    b. The parcel and/or any dwelling units on the parcel are leased or rented to others.
    c. Major work or upgrades of the well water system on the parcel (such as, for example and not for limitation, replacement of the pump, replacement of the well casing, extension or other work to access a deeper aquifer, etc.) are needed.
    d. The Kent County Health Department or other county, state, or federal agency of competent jurisdiction determines the well water or well is unsafe for potable use, does not comply with applicable requirements, and/or is unsafe to operate and/or needs to be replaced.
    e. The parcel is conveyed except to a surviving co-owner, surviving spouse, child, adoptive or stepchild, parent, adoptive or stepparent, or sibling (including a natural, step-, and adoptive sibling) who already resides on or will reside on the parcel.
    f. The parcel is connected to the city water system.
3. An assessment for sanitary sewer against an occupied parcel on which a properly functioning and legally compliant septic system is in use may be deferred until the earliest of any of the following if a notice of deferred special assessment is recorded with the Kent County Register of Deeds in a form acceptable to the city attorney. Deferred assessments will not accrue interest during the deferment.
    a. September 30 of the year that is 10 years after the year in which the special assessment roll was confirmed.
    b. The parcel and/or any dwelling units on the parcel are leased or rented to others.
    c. Major work or upgrades of the septic system on the parcel (such as, for example and not for limitation, replacement of the septic tank, adding or increasing the size of the septic tank, replacing or increasing the size of the septic field, etc.) are needed.
    d. The Kent County Health Department or other county, state, or federal agency of competent jurisdiction determines the septic system is not functioning properly, is undersized or otherwise inadequate to properly and safely treat the wastewater generated on the property, fails to comply with applicable requirements, and/or otherwise needs to be replaced.
    e. The parcel is conveyed except to a surviving co-owner, surviving spouse, child, adoptive or stepchild, parent, adoptive or stepparent, or sibling (including a natural, step-, and adoptive sibling) who already resides on or will reside on the parcel.
    f. The parcel is connected to the city sanitary sewer system.

I. Installment Payments.

Assessments may be paid in the number of installments and with interest at a rate set by the City Council after a recommendation from the city finance director based on a rate roughly approximate to the rate the city would pay on bonds if the city were to issue bonds to finance the project. The finance director may consult the city's outside financial adviser and/or the city's bond counsel in making that recommendation. Unless the City Council otherwise determines, if the assessment is for a single improvement, the number of annual installments shall not exceed 5 years and if the assessment is for multiple improvements, the number of annual installments shall not exceed 15 years.

J. Allocation of Assessments for Parcel Split

In case of a split of a parcel on which there are partially paid, unpaid, or deferred assessments, the special assessment shall be allocated in one of the following ways.

1. If the assessment was based on multiple buildable lots, the assessments (or if partially paid, the remaining balance of the assessments) shall be allocated among the resulting parcels on a buildable parcel basis.

2. If the parent parcel was assessed as a single buildable lot, the assessment (or, if partially paid, the remaining balance of the assessment) shall be evenly split among the resulting parcels.

K. Deviations.

The city may deviate from this policy when the City Council determines deviation is consistent with the purpose of this policy and is needed (i) to prevent assessments significantly disproportionate to the benefits to the assessed parcel(s), (ii) to ensure that, based on their proportional benefits, costs of the public improvements are appropriately allocated between the benefitted parcels and public-at-large, or (iii) because other factors (*e.g.*, off-setting value the city receives from conveyance of easements to the city) that would make assessments in the amounts provided by this policy unjust.

L. Effective Date.

This revised policy shall take effect July 1, 2025. This policy shall apply to the Fee Schedule for the 2025-26 fiscal year and succeeding fiscal years.

1/6/25
Court/CMK

RESOLUTION NO. _____

RESOLUTION TO ACCEPT
KENT COUNTY VETERANS TREATMENT COURT FUNDS
AND TO AUTHORIZE A BUDGET AMENDMENT

WHEREAS:

1. The 62-A District Court requested the amount of $100,000 from the Veterans Services Millage [County of Kent] that will be used toward the administration, supervision and treatment of veterans that involved themselves in the criminal justice system.
2. The City of Wyoming would accept $100,000 in funds for the administration, supervision and treatment of veterans selected as participants of the Veterans Treatment Court.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Wyoming accepts the funds of $100,000 from the Veterans Service Millage [County of Kent].
2. That Court Administrator Christopher Kittmann serve as the Program Director responsible for the 62-A District Court yearly status reports to be submitted to the Veterans Affairs Committee [County of Kent].
3. The Wyoming City Council hereby authorizes the attached 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 January 6th, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Budget Amendment
Staff Report
Extension of Joint Endeavor Agreement

CITY OF WYOMING BUDGET AMENDMENT

Date: January 6, 2025 **Budget Amendment No. 026**

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional $100,000 of budgetary authority for expenses related to the Veteran's Treatment Court and recognize the associated Kent County grant revenue.

Description/Account Code	Current	Increase	Decrease	Amended
General Fund				
State Grants - State/County Misc Grant Reimbursement (Project: Court MI Veteran)				
101-540.001	$ 74,673.00	$ 100,000.00		$ 174,673.00
District Court - District Court Probation - Temporary Salaries (Project: Court MI Veteran)				
101-286-29500-707.000	$ 39,675.00	$ 80,000.00		$ 119,675.00
District Court - District Court Probation - FICA (Project: Court MI Veteran)				
101-286-29500-715.000	$ 14,541.00	$ 6,100.00		$ 20,641.00
District Court - District Court Probation - Workers Comp Insurance (Project: Court MI Veteran)				
101-286-29500-719.000	$ 1,734.00	$ 50.00		$ 1,784.00
District Court - District Court Probation - Insurance Liability (Project: Court MI Veteran)				
101-286-29500-960.000	$ 1,560.00	$ 850.00		$ 2,410.00
District Court - District Court Probation - Professional Services (Project: Court MI Veteran)				
101-286-29500-801.000	$ 32,789.00	$ 13,000.00		$ 45,789.00
Fund Balance/Working Capital (Fund 101)		$ -	$ -	

Recommended: _____ _____
Senior Accountant City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2024-2025 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

CITY OF WYOMING | 62A DISTRICT COURT

2650 DeHoop Ave. SW, Wyoming, MI 49509
616.257.9814 | wyomingmi.gov

Staff Report

Date: December 12, 2024

Subject: Veterans Treatment Court – Kent County Millage Grant

From: Christopher Kittmann, Court Administrator

Meeting Date: January 6th, 2025

RECOMMENDATION:

It is recommended that the City Council accept the amount of $100,000.00 from the Kent County Veterans Millage to be utilized towards the administration, supervision and treatment of veterans enrolled in the Kent County Veterans Treatment Court administered by the 62-A District Court [City of Wyoming], at the direction of Judge Pablo Cortes.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 2 – Safety
- Goal 2 – Implement and adopt more proactive public safety initiatives.

DISCUSSION:

During the past 10 years The Council has been in full support of the Veterans Treatment Court. The program continues to assist 20-25 veterans per year. This is the only such program in Kent County. The program is financially supported via the State Court Administrators Office grant, along with funds from the Kent County Veterans Affairs Office, with additional funds coming from the Friends of the Kent County Veterans Treatment Court.

The primary mission of the Veterans Treatment Court is to have a coordinated community response through collaboration with the veteran's service delivery system and the Criminal Justice System.

BUDGET IMPACT:

The City of Wyoming will incur no costs as a result of these funds being accepted.

Attachment:
Budget Amendment prepared by Finance Department
Extension of Joint Endeavor Agreement

Docusign Envelope ID: 95820AFF-3C28-4712-BF0C-AD0C0BA6EC36

EXTENSION OF AGREEMENT BETWEEN COUNTY OF KENT, 62A DISTRICT COURT, AND THE CITY OF WYOMING FOR KENT COUNTY VETERANS TREATMENT COURT SERVICES

This Extension of Agreement is made and entered into by and between the County of Kent, 300 Monroe Avenue NW, Grand Rapids, Michigan 49503 (hereinafter referred to as "County"), the 62A District Court, 2650 DeHoop Avenue SW, Wyoming, Michigan 49509 (the "District Court"), and the City of Wyoming, ("the City") 2650 DeHoop Avenue SW, Wyoming Michigan 49509.

Recitals

A. The District Court, the City, and County entered into an Agreement for Veterans Treatment Court effective January 1, 2023, and expiring on September 30, 2023 (the "Agreement"); and

B. The District Court, the City, and County wish to extend the Agreement; and

C. The Original Agreement allows the parties to extend the term of the Agreement upon mutual written agreement;

D. The parties extended the term of the Agreement through September 30, 2024.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties, with the intent to be legally bound, agree as follows.

1. Extension of Original Agreement: The term of the Agreement shall now be extended through 11:59 p.m. on September 30, 2025.

2. Modification of Terms: Section 3 of the original agreement is modified to read as follows:

   In consideration of the services to be rendered by the Court under this Agreement, the County agrees to pay to the City a total sum of $100,000.00. Payment shall be made in quarterly installments of $25,000.00 at the conclusion of each of the four calendar quarters covered by this Agreement, meaning December 31, 2024; March 31, 2025, June 30, 2025, and September 30, 2025. The County shall pay within thirty days of receipt of a detailed request for reimbursement, including statistics required in Exhibit A-1 of the original Agreement. The City will use the funds paid by the County to fund the services provided by the District Court.

3. Incorporation and Ratification of Terms: In all other respects, including compensation and scope of work, the undersigned hereby ratify and confirm the Agreement as originally drafted and executed by the parties.

SIGNATURES ON NEXT PAGE.

Docusign Envelope ID: 95820AFF-3C28-4712-BF0C-AD0C0BA6EC36

In witness whereof, each party to this Extension of Agreement has caused it to be executed on the date(s) indicated below.

County of Kent

By: Joni Laming

Joni Laming

Purchasing Manager

Date: 9/19/2024 | 2:36 PM EDT

Approved as to form:

Jeannine Bolhouse

Jeannine Bolhouse

Assistant Corporate Counsel

City of Wyoming

By: John Shay

John Shay

City Manager

Date: 9/14/2024 | 8:14 AM EDT

62A District Court

By: Chris Kittman

Chris Kittman

62A District Court Administrator

Date: 9/19/2024 | 1:24 PM EDT

01/06/2025
KK/DPS

RESOLUTION NO. _____

RESOLUTION ACCEPTING GENERAL MOTORS CORPORATE GIVING GRANT FUNDS FROM THE GWCRA AND AUTHORIZING THEIR USE IN A PILOT DRIVER TRAINING AND POLICE MENTORSHIP PROGRAM

WHEREAS:

1. The Greater Wyoming Community Resource Alliance (GWCRA) has obtained a $25,000 grant from General Motors Corporate Giving to initiate a pilot driver training police mentorship program in conjunction with the Wyoming Department of Public Safety.
2. Wyoming Public Safety Department personnel have collaborated with Jungle Survival Driver's Training to develop that pilot program that will provide classroom and on-the-road driver training for enrolled teens and use assigned police personnel as mentors with the goal of enhanced knowledge and skills for safe driving and for being responsible citizens.

NOW, THEREFORE, BE IT RESOLVED:

1. The city gratefully accepts the General Motors Corporate Giving Grant funds from the GWCRA.
2. The use of the funds in a pilot driver training and police mentorship program in collaboration with Jungle Survival Driver's Training is approved.
3. The City Manager is authorized to sign documents to accept those funds and implement the program and all city staffer are authorized and directed to implement the program.
4. All resolutions and parts of resolutions that conflict with this resolution are rescinded.

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

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on January 6, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report

CITY OF WYOMING | POLICE DEPARTMENT

2300 DeHoop Ave. SW, Wyoming, MI 49509
616.530.7309 | wyomingmi.gov

STAFF REPORT

Date: 12/26/2024

Subject: Driver's Education and Police Mentorship Program

From: Kim Koster, Director of Public Safety

Meeting Date: January 6, 2025

RECOMMENDATION:

It is recommended City Council adopt the Resolution Accepting General Motors Corporate Giving Grant Funds from the GWCRA and Authorizing Their Use in a Pilot Driver Training and Police Mentorship Program.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar – Public Safety
  - Goal 1 – Implement and adopt more proactive public safety initiatives.

DISCUSSION:

The Greater Wyoming Community Resource Alliance has obtained $25,000 in grant funds from General Motors Corporate Giving for a program that will provide free driver's training and police mentorship to approximately 50 teens who are unable to afford the cost of driver's training ($500 per student). This pilot program will be designed to equip the involved teens with essential driving skills, safety knowledge, and a positive relationship with law enforcement.

The Wyoming Police Department's Community Services Unit (CSU) has partnered with the school districts in Wyoming and Jungle Survival Driver's Training to develop a plan for driver's training classes that will occur in the police department's training room. The two sessions of 4-week classes are scheduled to take place in March and April of 2025 and will provide students with their Level 1 driver's license.

Police officers will be present during portions of the classroom and behind-the-wheel training to enhance instruction on topics related to the rules of the road, safe driving (e.g., distracted driving), handling emergency situations (e.g., accidents), and traffic stops. Officers will also be assigned as mentors to the students, thereby creating positive relationships and becoming someone who they can trust to help them in their

quest not only to become safe drivers but responsible and trustworthy members of the community.

Students will be identified for participation in the program through the School Resource Officers' relationship with the school districts in the city of Wyoming.

BUDGET IMPACT:

Funds are currently available in the Donations-Police-Special account (#205-675.023) and will require the attached budget amendment for transfer to Police-Admin-Other Services-Police Special Events (#205-301-30500-956.023).

Attachment(s):
Budget Amendment
Resolution

CITY OF WYOMING BUDGET AMENDMENT

Date: January 6, 2025 **Budget Amendment No. 027**

To the Wyoming City Council:

A budget amendment is requested to appropriate an additional $25,000 of budgetary authority to provide funding for a drivers training and police mentorship program and recognize the associated donation from General Motors through the Alliance.

Description/Account Code	Current	Increase	Decrease	Amended
Public Safety Fund				
Donations - Police Special				
205-675.023	$ -	$ 25,000.00		$ 25,000.00
Police - Administration Services - Other Services Police Special Events				
205-301-30500-956.023	$ 2,500.00	$ 25,000.00		$ 27,500.00
Fund Balance/Working Capital (Fund 205)		$ -	$ -	

Recommended: _____ _____
Senior Accountant City Manager

Motion by Councilmember _____, seconded by Councilmember _____ that the General Appropriations Act for Fiscal Year 2024-2025 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

01/06/2025
Police/EEW

RESOLUTION NO. _____

RESOLUTION TO AUTHORIZE THE DIRECTOR OF PUBLIC SAFETY TO SIGN THE INFORMATION-SHARING AGREEMENT BETWEEN THE WYOMING DEPARTMENT OF PUBLIC SAFETY AND THE KENT COUNTY SHERIFF'S OFFICE.

WHEREAS:

1. The Department of Public Safety has collaborated with the Kent County Sheriff's Office to streamline information-sharing processes to address cross-jurisdictional crimes.
2. Intra-agency information sharing is essential to the Department of Public Safety's efforts to protect the community, prevent crime, and ensure the safety of residents.
3. The Director of Public Safety's signature on the Information Sharing Agreement is required in order to formalize information sharing with the Kent County Sheriff's Office.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council does hereby authorize the Director of Public Safety to sign the Information Sharing Agreement with the Kent County Sheriff's Office.

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

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held January 6, 2025.

_____
Kelli A. VandenBerg, City Clerk

ATTACHMENTS:

Staff Report
Information Sharing Agreement

CITY OF WYOMING | POLICE DEPARTMENT

2300 DeHoop Ave. SW, Wyoming, MI 49509
616.530.7309 | wyomingmi.gov

Staff Report

Date: December 26, 2024

Subject: Information Sharing Agreement with the Kent County Sheriff's Office

From: Capt. Eric Wiler

CC: Chief Kim Koster

Meeting Date: January 6, 2025

PURPOSE:

It is recommended that the City Council authorize the Director of Public Safety to sign an information-sharing agreement with the Kent County Sheriff's Office to increase intra-agency collaboration in addressing crime issues in our communities.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 2 – SAFETY
    - GOAL 1 – Implement and adopt more proactive public safety initiatives
        - Objective 1 – Develop a plan to address crime and drug issues in the community

DISCUSSION:

Crimes often cross jurisdictional boundaries, requiring law enforcement agencies to share information that aids in identifying patterns, tracking trends, and deploying resources more strategically to reduce crime in our community. In our efforts to protect our community, prevent crime, and ensure the safety of our residents, the Department of Public Safety has collaborated with the Kent County Sheriff's Office to streamline information sharing between agencies. This information sharing will increase the efficiency of obtaining information during criminal investigations. An information-sharing agreement has been drafted and, if approved by the City Council, will impose the processes and procedures for how information is accessed, stored, and used by each agency. The Wyoming City Attorney has reviewed the agreement and approved as to form.

BUDGET IMPACT:

There is no budget impact associated with the information-sharing agreement as it is a contract outlining how information will be shared between the Kent County Sheriff's Office and the Wyoming Department of Public Safety.

Attachment:

Information Sharing Agreement

INFORMATION SHARING AGREEMENT

This Information Sharing Agreement is made as of January, 2025, between the County of Kent, a Michigan municipal corporation acting by and through the Kent County Sheriff Office, the address of which is 701 Ball Ave NE, Grand Rapids, MI 49503 (**KCSO**), and the City of Wyoming, a Michigan municipal corporation acting by and through its Department of Public Safety, the address of which is of 2300 DeHoop Ave SW, Wyoming, MI 49509 (**WDPS**).

RECITALS

A. KCSO intends to create a real-time crime center that WDPS and other member law enforcement agencies can, pursuant to an intergovernmental agreement among member agencies under the municipal partnership act, 2011 PA 258, MCL 124.111 *et seq*., or similar enabling legislation, utilize to provide immediate information for coordinated responses to and investigations of criminal incidents within their respective jurisdictions.

B. That crime center will include a records management system with limited secured access by designated representatives of member law enforcement agencies.

C. Staffing and budgeting for the crime center has yet to be determined but initial concepts include member law enforcement agencies assigning personnel to staff the crime center on a part- or full-time basis.

D. Until the crime center agreement is drafted, approved, and implemented with appropriate policies and procedures, the parties to this agreement wish to take initial steps to share information while ensuring its security, confidentiality, and integrity and that it is used only in an appropriate manner consistent with their respective policies.

TERMS AND CONDITIONS

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

1. Law Enforcement Records Management System. Pursuant to the municipal partnership act, 2011 PA 258, MCL 124.111 *et seq*., the parties are jointly endeavoring to create a law enforcement records management system as defined in MCL 15.235(9) (**LERMS**). Unless and until records are stored on a crime center data system, the LERMS shall consist of the ability for some specially designated personnel of each of the parties to electronically access and download or copy some records or information from the other party's electronic law enforcement records, subject to all the following:

   A. Only KCSO personnel designated by the Sheriff (**KCSO Users**) or WDPS personnel designated by WDPS Director (**WDPS Users**) shall have access to the other party's electronic records. The Sheriff shall provide the WDPS Director a list of proposed KCSO Users and, unless WDPS has a concern about any of the listed personnel, WDPS shall provide access to the KCSO Users. Conversely, WDPS Director shall provide the Sheriff a list of proposed WDPS Users and, unless KCSO has a concern about any of the listed personnel, KCSO shall provide access to the KCSO Users as further provided below. The designating party shall update the list of designated personnel not less frequently than quarterly and more frequently as (i) personnel are reassigned, are on extended leave, leave the designating agency's employment, are precluded from accessing the designating agency's own records, or are otherwise in circumstances where their designation should end, or (ii) a yet undesignated personnel of the designating agency should be designated to have access to the other agency's records.

   B. The personnel designated by one party (**designated users**) shall access the other party's (**record owner's**) electronic records using equipment, access protocols, security protocols, and other limitations, processes and procedures approved by the party whose information is being accessed.

      1. Access may be limited to certain records. Some records may be maintained as inaccessible. Accessibility of some records may be limited to those with "need to know."

      2. Access to and use of accessed records shall be strictly limited to authorized law enforcement purposes and shall comply with all applicable laws, rules, regulations, contract provisions, and other requirements related to their access and use.

      3. The record owner shall remain the sole owner of those records.

4. Designated users shall not share any access credentials with any other person.,

5. The record owner may, at any time, with or without reason, suspend, revoke, or restrict the access of any personnel designated by the other agency.

6. No records that are accessed, downloaded, or copied by a designated user under this agreement shall be shown to, share with, or made/left accessible or viewable by any other person even another person within the designated user's own agency without the first getting the written consent from and in accordance with any terms and conditions imposed by an authorized officer of the record owner.

2. Deconflicting. If a designated user learns from an accessed record of the other party that both parties have active investigations involving the same matter or target, or that both parties have investigations the pursuit of which could possibly affect the work of the other party, command personnel from the parties shall promptly communicate to resolve any potential conflict. Neither party shall conceal records, information, or active work that may affect the other party's investigation or other work. If accessed records reveal ongoing efforts of a non-party law enforcement agency that may affect ongoing efforts of either of the parties, the parties shall jointly communicate with appropriate personnel from the non-party agency to address any possible conflict.

3. Records Release. As provided in subsection 1.B.3, each party will remain the sole owner of its records even though they may have been accessed by and copies retained by the other party's designated users. Accordingly, if the accessing agency receives request under the freedom of information act, 1976 PA 276, MCL 15.231 *et seq*. (**FOIA**), any informal request, a records subpoena, a subpoena to testify while bringing records, a request for production of documents, another discovery request, or any other legal process for the production of any record of the record owner (**Records Request**), the following shall apply:

A. The party receiving the Records Request shall, not later than the next business day, provide the record owner's FOIA coordinator, a copy of the Records Request.

B. The party receiving the Records Request shall promptly inform the individual or entity that made the Records Request that the Records Request needs to be directed to the record owner.

C. If the Records Request was made under FOIA, the party receiving the Records Request shall respond that it is a subscribing agency of the LERMS and, pursuant to MCL 15.235(9), the FOIA request must be submitted to the record owner.

D. If the Records Request was made by a non-party law enforcement agency, the party receiving the Records Request shall direct the non-party law enforcement agency to the record owner to either grant or deny the request.

E. If the Records Request is a subpoena or other legal process and the individual or entity making the request fails to redirect it to the record owner after the notice provided under subsection 3.B, the party receiving the request shall, in cooperation with the record owner, use reasonable efforts to quash and oppose the subpoena or legal process.

4. General Provisions.

A. This agreement constitutes the entire agreement between the parties with respect to its subject matter. This agreement can be amended only in writing signed by both parties.

B. The captions are only for reference and shall not affect its interpretation, but the recitals are an integral part of this Contract.

C. Any reference to a party's officer by title shall include that officer's designees.

The parties have signed this Agreement as of the date first written above.

COUNTY OF KENT BY AND THROUGH THE KENT COUNTY SHERIFF OFFICE

By: _____
Michelle LaJoye Young, Sheriff

Date signed: 11/26, 2024

CITY OF WYOMING ACTING BY AND THROUGH ITS PUBLIC SAFETY DEPARTMENT

By: _____
Kimberly Koster, Director

Date signed: _____, 2025

Approved as to form:

_____
Scott G. Smith, City Attorney

Approved by Wyoming City Council at its meeting of _____, 2025.

1/6/2025
Fire/DVT

RESOLUTION NO._____

RESOLUTION TO ACCEPT AN AUTOMATIC AID AGREEMENT BETWEEN THE WYOMING FIRE DEPARTMENT AND THE BYRON TOWNSHIP FIRE DEPARTMENT PROVIDING EMERGENCY APPARATUS RESPONSE FOR STRUCTURE FIRES AND HIGHWAY INCIDENTS.

WHEREAS:

1. As detailed in the attached Staff Report and automatic aid agreement, it is recommended the City Council accept the written agreement to provide emergency apparatus response to highway incidents and structure fires to a specific geographic area within Byron Township.
2. Each agency will provide staff and apparatus to respond in a specific geographic area for highway incidents and structure fire response.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council does hereby accept the automatic aid agreement between the Byron Township Fire Department and Wyoming Fire Department providing automatic aid for highway incidents and structure fire response in a specific geographic area within Byron Township and the City of Wyoming.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.

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

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held January 6, 2025.

_____
Kelli VandenBerg, City Clerk

ATTACHMENTS:
Staff Report
Automatic Aid Agreement

Resolution No._____

CITY OF WYOMING | FIRE DEPARTMENT

1250 36th St. SW, Wyoming, MI 49509
616.530.7250 | wyomingmi.gov

STAFF REPORT

Date: December 12, 2024

Subject: Automatic Aid Agreement

From: Dennis Van Tassell, Fire Chief

CC: Deputy Public Safety Chief, Kip Snyder

Public Safety Chief, Kim Koster

Meeting Date: January 6, 2025

RECOMMENDATION:

It is recommended that City Council authorize an agreement between the Byron Township Fire Department, and the City of Wyoming Fire Department in providing automatic aid to each other for highway incidents and structure fire response. Each fire department will automatically respond with a fire apparatus to a pre-determined district to assist with highway incidents and/or fire suppression.

ALIGNMENT WITH STRATEGIC PLAN:

- Safety
  - Goal 1- Implement proactive public safety initiatives
- Stewardship
  - Goal 2- Enhance efficiency of city operations

DISCUSSION:

The City of Wyoming entered into an emergency automatic aid agreement extension through the Mutual Aid Box Alarm System (MABAS) in December 2023.The intent of this agreement is to commit to provide assistance to one another in the event of an emergency.

With the opening of the Division Avenue Fire Station, the Wyoming Fire Department now has available personnel and equipment to assist the Byron Township Fire Department in fire suppression on the north side of their township and highway related incidents. In exchange, the Byron Township Fire Department will provide fire suppression assistance to the south side of the City of Wyoming and highway related

incidents. The automatic aid agreement will benefit both entities in reaching maximum effectiveness and efficiency.

The Wyoming Fire Department will respond to structure fires, with one Battalion Chief (Car 3), and one machine and at least two personnel, to the general geographic area of 6000-7600 Burlingame to the west Byron Township limits. In addition, Wyoming Utility 4 (Blocker) will respond to highway incidents in Byron Township in the general geographic area of 6000-6800 Southbound US 131, and the Southbound US 131 ramp to Westbound M-6.

The Byron Township Fire Department will respond to the general geographic area of 4400-6000 Burlingame to the west Wyoming City limits.

BUDGET IMPACT:

There is no budget impact to this agreement.

Attachment(s):
Resolution
MABAS Agreement

WYOMING FIRE DEPARTMENT

&

BYRON TOWNSHIP FIRE DEPARTMENT

FIRE SERVICE AUTOMATIC AID AGREEMENT

FOR STRUCTURE FIRE AND HIGHWAY INCIDENT RESPONSE

THIS AGREEMENT made and entered into by the Wyoming Fire Department and the Byron Township Fire Department on January 6, 2025.

WHEREAS, the parties are located in geographic proximity to each other; and

WHEREAS, it is to their mutual advantage and benefit that each other of the parties agree to provide supplemental Fire Response for specific incidents through Initial Emergency Automatic Aid response using full time, part time, and paid on call personnel; and

WHEREAS, the parties are authorized to enter into this agreement by virtue of the provisions of Act 35 of Michigan Public Acts of 1951, as amended, being MSA 5.4081 et seg., MCLA 124.1 et seq.; and Act 7 of Michigan Public Acts of 1967, Extra Session, as amended, being MSA 5.4088(1)., MCLA 124.501 et seq.

NOW, THEREFORE, the parties agree:

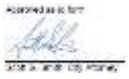
1. To provide Initial Emergency Automatic Aid Response to structure fires and highway incidents in designated areas, in accordance with this Agreement and adopted protocols as provided for herein.
2. With respect to any response, overall authority and responsibility shall remain with the Incident Commander of the jurisdiction in which the response takes place.
3. No party to this Agreement shall be required to compensate any other party to this Agreement for services provided. The mutual advantages and benefits afforded by this Agreement are considered adequate compensation to all parties. However, nothing in this Agreement prohibits any party from recovering from third parties its costs or the costs of other participating jurisdictions pursuant to local ordinances.
4. All costs incurred as a result of providing Initial Emergency Automatic Aid, including, without limitation, wage and disability payments, pension and Workmen's Compensation claims, damage to equipment and clothing and medical expenses of personnel shall be paid by the jurisdiction regularly employing such personnel and/or providing regular wages and benefits or owning such equipment.
5. It is mutually understood that each of the parties, their officers, agents and employees, in carrying out this Agreement are engaged in a governmental function as defined in Act 170 of Public Acts of 1964, as amended, are entitled to all immunities under the law and are acting pursuant to and under the authority granted by Michigan law.
6. It is the intent of this Agreement that each party shall bear sole responsibility for the acts or omissions of its personnel or agents in providing Initial Emergency Automatic Aid Response services pursuant to this Agreement. Each party shall indemnify and hold

harmless all other parties, their officers, agents and employees against all claims or liabilities, including attorney's fees, caused by a negligent act or omission of the indemnifying party, its officers, agents or employees in the performance of non-performance of providing Initial Emergency Automatic Aid Response services pursuant to this Agreement.

7. To carry public liability insurance covering the acts or omissions of its respective fire department and their officers, agents, and employees in the performance of services provided for herein.
8. This Agreement is not intended to benefit any third party or create a special relationship or duty of any nature with or to any third party and no third party shall have any right of action hereunder for any cause whatsoever.
9. This Agreement shall become effective upon approval and signature by the governing bodies of the participating jurisdictions. The clerk of each participating jurisdiction shall be provided with a signed copy of this agreement.
10. Any party to this Agreement may withdraw at any time by providing thirty (30) days prior written notice of withdrawal to all other parties.
11. This Agreement shall be in addition to any existing mutual aid or automatic aid agreement between any of the signed parties.
12. This Agreement may be amended at any time. An amendment must be made in writing and signed by all parties to become effective.
13. This Agreement constitutes the complete Agreement and understanding between the parties regarding all matters detailed herein. This Agreement shall be construed, governed and controlled by the laws of the State of Michigan.
14. If any provision or portion of this Agreement is held invalid, or otherwise not enforceable under applicable statute or rule of law, only that provision or portion shall be deemed omitted from this Agreement and only to the extent which is held invalid. The remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by the parties through their respective Mayor or Manager first thereunto duly authorized by their governing body/s.

Witnessed by	Date	Authorized Signature, City of Wyoming	Title
Witnessed by	Date	Authorized Signature, Byron Township	Title



FIRE DEPARTMENT INITIAL EMERGENCY AUTOMATIC AID RESPONSE PROTOCOL

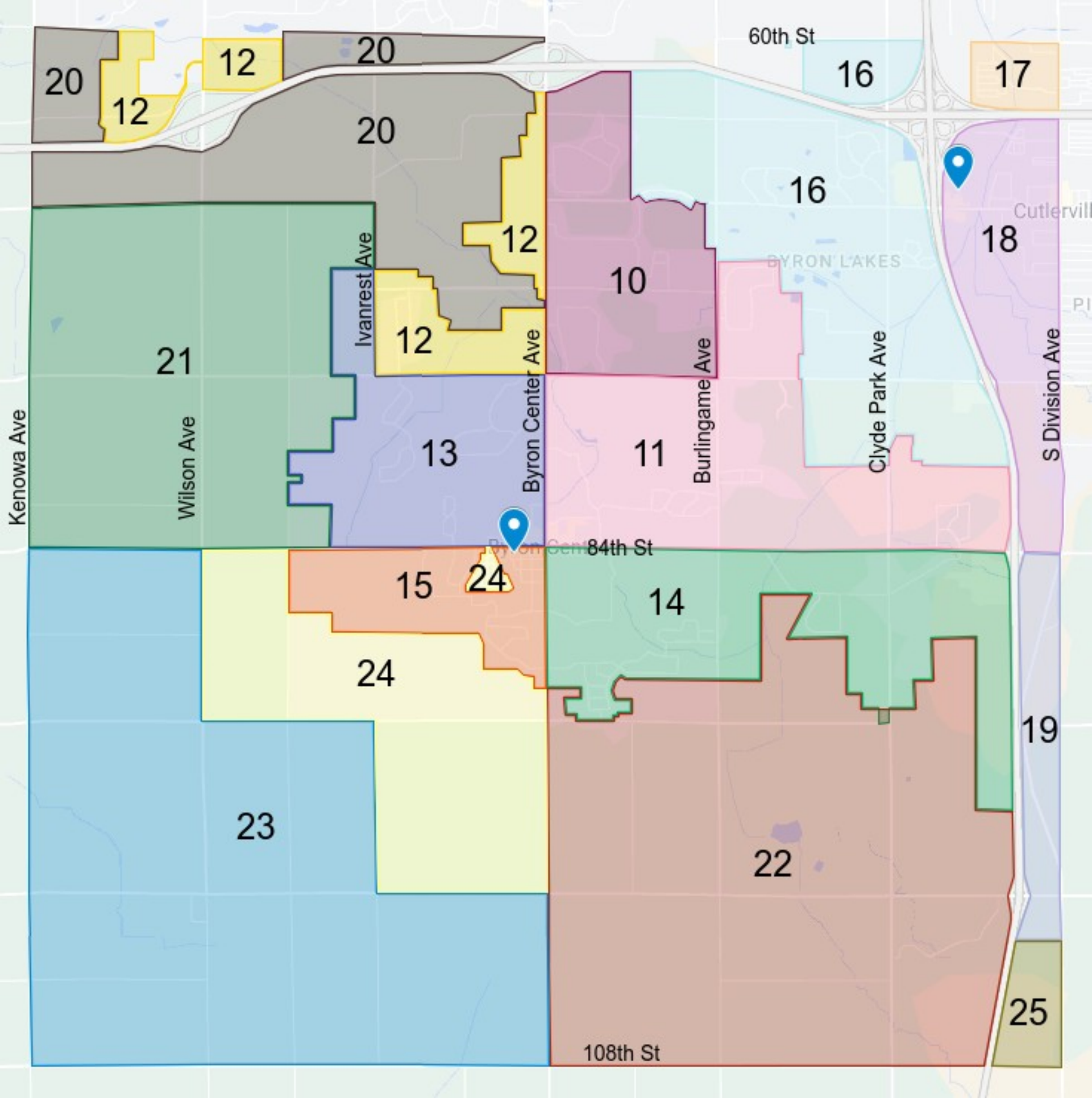
- Boundaries of designated response areas for the Wyoming Fire Department.

    a. Wyoming Fire Department will respond to structure fires, with one Battalion Chief (Car 3), and one machine and at least two personnel, in the general geographic area of 6000-7600 Burlingame to the west Byron Township limits.

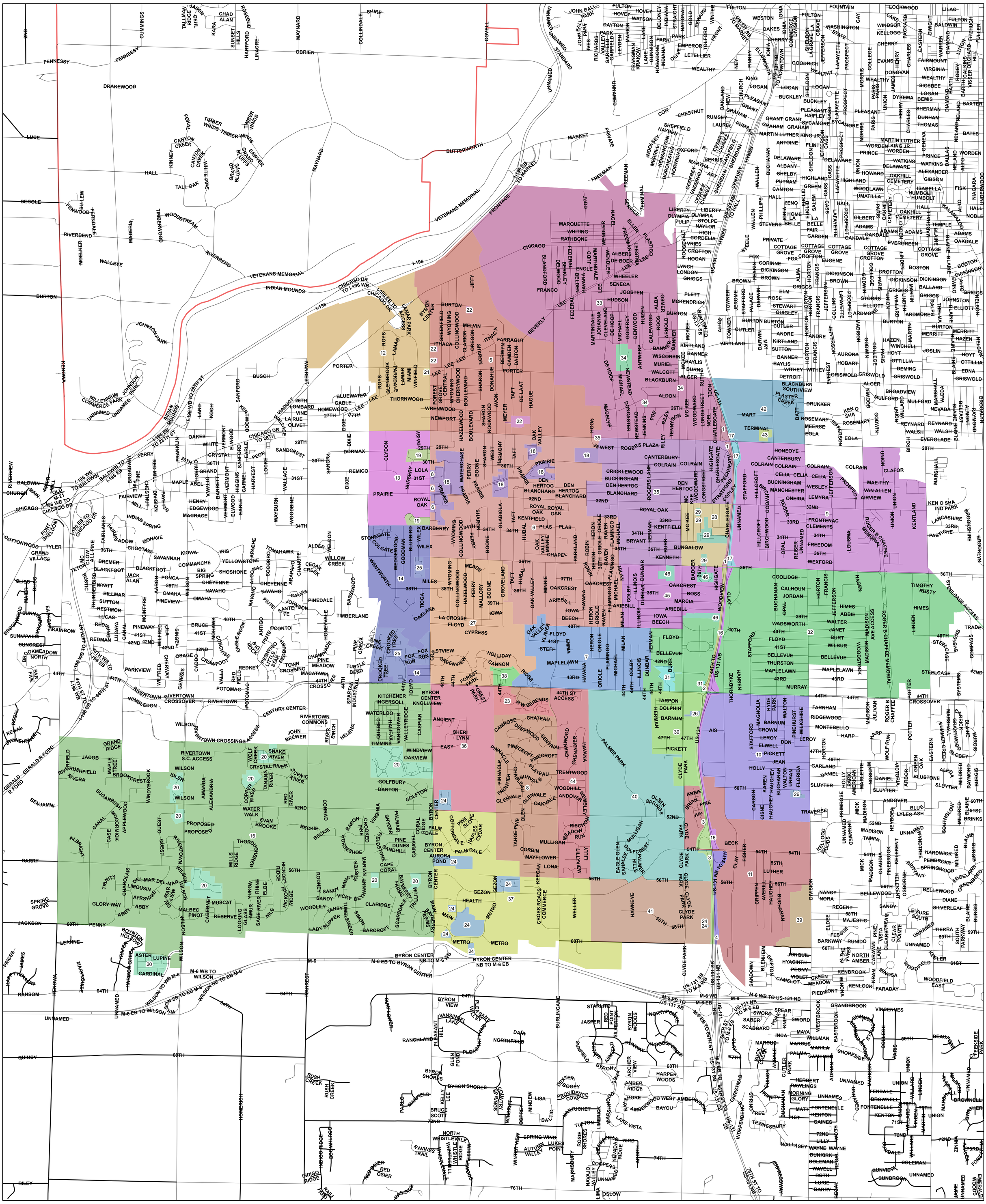
    b. Wyoming Utility 4 will respond to highway incidents in the general geographic area of: 6000-6800 Southbound US 131, and the Southbound US 131 ramp to Westbound M-6.

- Boundaries of designated response areas for the Byron Township Fire Department.

    a. The Byron Township Fire Department will respond to structure fires in the general geographic area of 4400-6000 Burlingame to the west Wyoming City limits.


60th St
20
12
20
12
20
16
17
16
18
12
10
Ivanrest Ave
12
Byron Center Ave
Burlingame Ave
Clyde Park Ave
S Division Ave
21
Kenowa Ave
Wilson Ave
13
11
84th St
15
24
14
24
19
23
22
25
108th St

Wyoming Fire Beat Map


2ND
FENNESSY
CUMMINGS
TALLMAN RIDGE
JASON
CHAD ALAN
KARA
SUNSET HILLS
HARTFORD
LINACRE
MAYNARD
OBRIEN
COLLINDALE
SHIRE
COVELL
UNNAMED
STANDARD
JOHN BALL PARK
RICHARDS
VALLEY
GARFIELD
LEYDEN
MARION
LANE
GUNNISON
HOGADONE
INDIANA
DELONEY
STRAIGHT
NATIONAL
GOLD
SEWARD
WINTER
FRONT
TOLFORD
EMPEROR
OLIVE
LETELLIER
PARK
DAYTON
HOVEY
WATSON
FULTON
FOUNTAIN
LOCKWOOD
LILAC
WESTON
OAKES
IONIA
COMMERCE
DIVISION
SHELDON
LA GRAVE
JEFFERSON
LAFAYETTE
PROSPECT
GAY
LAKE
WASHINGTON
STATE
WINDSOR
KELLOGG
PACKARD
DWIGHT
BALDWIN
FULTON
EASTERN
DIAMOND
WARREN
CHERRY
CHARLES
LUTON
FITZHUGH
FULLER
HILL
ORCHARD
VISSER
GALKINS
ROBEY
BARTH
FAIRMOUNT
VIRGINIA
WEALTHY
SIGSBEE
LOGAN
BEMIS
BAXTER
DYKEMA
DONOVAN
EVANS
HENRY
JAMES
MORRIS
COLLEGE
GOODRICH
FINNEY
NEY
KING
CHURCH
OAKLAND
GRANT
GRAHAM
RUMSEY
LAUREL
COIT
CHESTNUT
PLEASANT
BUCKLEY
HAIFLEY
SYCAMORE
MARTIN LUTHER KING JR
ANTOINE
FLINT
WORDEN
PRINCE
DELAWARE
ALBANY
SHELBY
PUTNAM
CANTON
HALL
ZENO
HIGHLAND
GREEN
EUCLID
SALEM
CASS
WOODLAWN
UMATILLA
HOWARD
OAKHILL CEMETERY
ISABELLA
HUMBOLT
FISK
NIAGARA
UNDERWOOD
ALTO
KALAMAZOO
NOBLE
GILBERT
ADAMS
OAKDALE
EVERGREEN
COTTAGE GROVE
CROFTON
EUGENE
FOX
CORINNE
DICKINSON
BROWN
ALMA
HORTON
FRANCIS
GRIGGS
ELM
ROSE
STEWART
QUIGLEY
BURTON
CUTLER
ANDRE
KIRTLAND
SUTTON
BANNER
BAYLIS
WITHEY
DETROIT
EVEREST
GRISWOLD
BOSTON
BALLARD
JOHNSTON
ELLIOTT
ARDMORE
HOYT
OTTILLIA
DEMING
EDNA
BLUESTONE
ALGER
BLACKBURN SOUTHVIEW
PLASTER CREEK
DRUKKER
MART
TERMINAL
ROSEMARY
MEERSE
EOLA
KEN O SHA
WMOOD
MULFORD
BROADVIEW
MARSHALL
ALEDA
NEVADA
BELTLINE
ALMONT
BROOKLYN
RAYMOND
REYNARD
WALSH
EVERGLADE
28TH
BIRCH
UNION
CLAFOR
MAE-THY
VAN ALLEN
AIRVIEW
LEMYRA
WESLEY
ONEIDA
MANCHESTER
BUCKINGHAM
CELIA
COLRAIN
CANTERBURY
HONEOYE
HILLCROFT
STAFFORD
CHARLESGATE
HIGHGATE
LONGSTREET
WOODWARD
MC KEE
ROGERS LANE
ROGERS PLAZA
WEST
ALDON
WOODWARD
NEWSTEAD
JENKINS
POE
RILEY
TENNYSON
MC KEE
WOODWARD
LONGSTREET
NOEL
RUTH
CHARLESGATE
HIGHGATE
PECKHEATH
COPLEY
CRICKLEWOOD
BUCKINGHAM
DEN HERTOG
BLANCHARD
ROYAL OAK
KENTFIELD
BRYANT
HERMAN
BURR
KENNETH
BUNGALOW
WEXFORD
FREEDOM
FRONTENAC
CLEMENTS
LOUSMA
ROGER B CHAFFEE MEMORIAL
KENTLAND
LANCASHIRE
BROOKSHIRE
PASTICHE
KEN O SHA IND PARK
BATES
GENEVA
DALLAS
NELAND
WORDEN
ALTO
GROVENORD
UNDERWOOD
MARTIN LUTHER KING JR
PROSPECT
CASS
SHERIDAN
HYNES
CENTURY
CHAVEZ
CESAR E CHAVEZ
GODFREY
UNDERHILL
MARTHA ARY
BEKIUA
CAULFIELD
OXFORD
HAYDEN
SHEFFIELD
WOOLSEY
MERRILL
KENSINGTON
DORCHESTER
NORWICH
FREEMAN
TERMINAL
SERVICE
PRIVATE
MARKET
BUTTERWORTH
FRONTAGE
VETERANS MEMORIAL
I-196 EB TO MARKET
US-131 SB TO MARKET
US-131 NB TO DOWNTOWN
LUCE
FOX
TIMBER WINDS
SAWYER
GRAND BLUFFS
CANYON CREEK
KINNEY
WHITE PINE
HALL
TALL OAK
BEGOLE
FENWOOD
SU-LEW
FERNDALE
RIVERBEND
MADERA
TIMBERWOOD
WOODSTREAM
MOELKER
WALLEYE
BURTON
JOHNSON PARK
KENOWA
MILLENNIUM
COMMERCE PARK
UNNAMED
JOHNSON PARK
INDIAN MOUNDS
I-196 WB TO 28TH ST
I-196 EB TO 28TH ST
CHICAGO DR TO 28TH ST
I-196
I-196 WB TO CHICAGO DR
I-196 EB TO CHICAGO DR
I-196 EB TO BALDWIN
I-196 WB TO BALDWIN
CHICAGO DR TO I-196 WB
I-196 EB TO CHICAGO DR
CHICAGO DR
BALDWIN
RIVERVIEW
CHURCH
MAIN
RIVER
MILL
OLD M-21
FERRY
BROADWAY
PINE
CHESTNUT
DIVISION
FAVETTE
RED MILL
MAPLE
ABEL
GRAND
OTTAWA
BARRETT
VERMONT
HIGGINS
CARMEL
HARVEST
LOCKE
WALLACE
WAYBURN
WOODBINE
34TH
MACRAGE
EDGEWOOD
HENRY
ELWOOD
EARLE
FAIRVIEW
MILL
INDIAN SPRING
FAIRLANES
FAIRWAY
ADOW
MOHAVE
CHOCTAW
KIOWA
SAVANNAH
COMMANCHE
IRIS
YELLOWSTONE
SOCORRO
TOMAHAWK
ALDER
WELDON
WILLOW CREEK
CEDAR CREEK
CHANUTE
ARAPAHO
ALGONAC
APACHE
SHOSHONE
BIG SPRING
CHEYENNE
NAVAHO
OMAHA
PINEVIEW
SUTTON
RESTMOR
BILLMAR
WYATT
JACK ALAN
BLACKFOOT
BREMER
ALL PINE
CLOW
MC CLAIN
TETON
THUNDERBIRD
RUSTIC
PARK FIVE
BLISS
MAIER
BLISS
PORT SHELDON
COTTONWOOD
TYLER
GRAND VILLAGE
SUNNYBROOK
SUNGREST
BROOKWOOD
OKMEADOW NORTH
SUNNYVIEW
RAINBOW
EASTPOINTE
REDMAN
LUCAYA
CANAL
PINEWAY
41ST
42ND
BRUCE
WILFRED
LA
SINGEL
MOHAWK
CONCHISE
EAGLE ROCK
BIG ROCK
PIUTE
ANTIGO
OCONTO
LITTLE STAR
REDBUSH
TOWN CROSSING
REDKEY
RED FIELD
POTOMAC
CROWFOOT
OSAGE
CADDO
CHEROKEE
GENESIS
VALLA
PARKVIEW
CHAMINADE
PINE MEADOW
MACATAWA
CROSSOVER
PINE CREEK
CROOKED TREE
FOX RUN
CRESTVIEW
GREENVIEW
HOLLIDAY
CANNON
RIDGE
FOREST PARK
SPARTAN INDUSTRIAL
TURTLE BEND
RIVERTOWN CROSSOVER
RIVERTOWN
WIMBLEDON
CENTURY CENTER
RIVERTOWN COMMONS
WILSON
RIVERTOWN CROSSINGS ACCESS
JOHN BREWER
RIVER BIRCH
HELENA
RIVERTOWN S.C. ACCESS
GERALD R FORD
REGAL
STONEHENGE
GRAND RIDGE
JACOB
MAPLE TREE
BROOKCREST
WINDYBROOK
RIVERFIELD
RUSHFIELD
RIVIERA
SUGARBUSH
APPLEWOOD
MCCORMICK
CASE
CANAL
BENJAMIN
PLBRIGHT
BARRY
TRINITY
CHAROLAIS
LIMOUSIN
AYRSHIRE
ABBY
GLORY WAY
SPRING GROVE
JACKSON
PENNY
LEANNE
QUINCY
RANSOM
PRIGES
HAPPY HOLLOW
KENOWA
MARYHOUSE
JAMES
BOYNTON HOLLOW
HUNTER CREEK
HARMON CREEK
ASTER
LUPINE
CARDINAL
WILSON
DEL-MAR
MAR VIEW
MALBEC
PINOT
CABERNET
MUSCAT
RESERVE
LOOKING GLASS
AMUR
YUKON
RHINE
ELBE
SAGE RIVER
NILE
HICKORY RIDGE
WOODLILY
TANSY
TUMBLEWEED
SIMON
LADY SLIPPER
BARCROFT
RODNEY
SANDY
NANCY
VICKY
BETH
ANANN
MARIAN
FOSTER
CORAL
BARBERRY FARMS
SCARSDALE
TRILLIUM
CLARIDGE
MAIN
BARBERRY
METRO
GEZON
HEALTH
CROSS ROADS COMMERCE
WELLER
HAWKEYE
CLYDE PARK
CRIPPEN
AVERILL
HAUGHEY
BUCHANAN
DIVISION
NANCY
NORA
REGENT
BELLEWOOD
DIANE
SILVERLEAF
SANDY
LEISURE SOUTH
ELDEE
MAJESTIC
FESCUE
BARKWAY
RUNIDO
IN THE PINES
NORTH AMBER
CARAVAN LANE
VISTA CLEARSTREAM
CLEAR POINTE
UNNAMED
KELLER
WOODFIELD
WOODFIELD EAST
KENBROOK
KRAN
MINOSA
FARADAY
KENLOCK
GREEN MEADOW
PIEDMONT
VINONA
CAMELOT
VIOLET
PEONY
HYACINTH
JONQUIL
SANDOWN
BLENHEIM
HAMPTON
WESTBROOK
EASTBROOK
GRANDBROOK
SUMMERFIELD
SUMMERFIELD SUBDIVISION
COLLEGE
PARIS
VINCENNES
BEAUFORT
CREEKSIDE PARK
SHORESIDE
ADRIAN
CUTLER PARK
ANDALE
BUCK CREEK
MARCUS
MANILA
PALMA
CAMERON
SWORD
KNIFE
FORK
SABER
SCABBARD
SPEAR
INCA
MAYA
WILLMAN
LEROY
DON
ELWELL
PICKETT
JEAN
HOLLY
KAREN
HAUGHEY
BUCHANAN
WALTON
URBAN
FLORIDA
CARSON
CISNE
TRAVERSE
ABBIE
BRIAN
PINE
IVY
OLSEN SPRINGS
PALMER PARK
CLYDE PARK
HARPER WOODS
AMBER RIDGE
BAYOU
AMBERWOOD WEST
AMBERWOOD
MARSHWOOD
BAYSHORE
DEXTER
DEBOGEY
PROVIDENCE COVE
NANTUCKET
TUTTON
LIMERICK
ROSIE SHORES
LAKE VISTA
SPRING WIND
AUTUMN VALLEY
LUKES POINT
WINTER VIEW
NORTH WHISTLEVALE
WHISTLEVALE
WHISTLE RIDGE
RAVINES TRAIL
INDIGO RIDGE
NORTHRIDGE
RED OSIER
RAIL YARD
RAILSIDE
MARKSBURY
NAVAJO VALLEY
COOPERS
NEVADA RIDGE
SIERRA FIELD
ARBITH
OSLOW
LIMA
UNNAMED
76TH
74TH
73RD
72ND
71ST
70TH
69TH
68TH
67TH
66TH
65TH
64TH
63RD
62ND
61ST
60TH
59TH
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51ST
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39TH
38TH
37TH
36TH
35TH
34TH
33RD
32ND
31ST
30TH
29TH
28TH
27TH
26TH
M-6
M-6 WB TO WILSON
M-6 EB TO WILSON
WILSON TO WB M-6
SON SB TO EB M-6
WILSON NB TO EB M-6
M-6 EB TO BYRON CENTER
BYRON CENTER NB TO M-6 WB
BYRON CENTER NB TO M-6 EB
M-6 WB TO US-131 NB
M-6 EB TO US-131 SB
M-6 EB TO 68TH ST
68TH ST TO M-6 EB
US-131 NB TO M-6 EB
US-131 SB TO M-6 WB
US-131 NB TO M-6 WB
US-131 SB TO M-6 EB
44TH TO US-131 NB
76TH ST TO US-131 NB
US-131 SB TO 68TH ST
US-131 NB TO 68TH ST
US-131 SB TO 44TH
US-131 NB TO 44TH
US-131 SB TO 6TH
US-131 NB TO 6TH
44TH ST ACCESS
R W BERENDS
BYRON VIEW
VANSINGEL LAKE
PLEASANT VALLEY POND
PLEASANT HILL
RANCHLAND
GLEN POND
DAM
NORTHFIELD
BURLINGAME
STARLITE
RED POINT
SILVERTON
JASPER
BYRON WOODS
NORTHPOINTE
WOODSPOINTE
RUNWAY
SUNFIELD
AIRFIELD
BYRON LAKES
ARCHER VIEW
HARPER WOODS
AMBER RIDGE
BAYSHORE
AMBERWOOD WEST
AMBERWOOD
BAYOU
CHRISTMAS
INDEPENDENCE
SPRING TREE
TEWKESBURY
WALLASEY
WAYNE
DUNKIRK
COLEMAN
WAVELL
ROTH
LURIE
BARRY
REGAL
EXPRESSWAY
SUNVIEW
SUNBROOK
COLEMAN
UNNAMED
WOODS
EMERALD
ZINNIA
FORGE
PARK
BROWNELL
TIER
BURGIS
BLAINE
MILDRED
ALPERT
MARSHALL
GRANWOOD
SLOBEY
GREEN OAK
EASTERN
SUMMER CREEK
PATRICK
MARSHALL
GRANWOOD
SLOBEY
BLAINE
BURGIS
ROGER B CHAFFEE
JULIVAN
MADISON
POTTER
HARP
WOLF RUN
RIDGEWOOD
MONTEBELLO
FARNHAM
TARPON
DOLPHIN
BARNUM
CROWN
LEROY
ELWELL
PINEHURST
WILKSHIRE
STAFFORD
MAGNOLIA
HYDE PARK
WALTON
HERMAN
DUNBAR
ILLINOIS
COLBY
MILAN
MICHAEL
FLAMINGO
ORIOLE
RAVEN
HERON
ROBIN
PARKLAND
BOONE
PERRY
MALLORY
HAVANA
ENGLE
BLDG
MARTINDALE
JOHANNA
CLEVELAND
DE HOOP
GODFREY
DENWOOD
HUIZEN
GALEWOOD
ROOS
OSMER
ALBA
ARNOLD
BANNER
MCKEE
WISCONSIN
MURIEL
WALCOTT
BLACKBURN
ANTWERP
BERWYN
CAMDEN
DALTON
FARRAGUT
MELVIN
OREGON
SHARON
ITHACA
CLARION
WYOMING
COLLINGWOOD
GREENFIELD
BYRON CENTER
LAMAR PARK ACCESS
ROYS
LAMAR
PARKDALE
MIAMI
WINFIELD
GLENBROOK
PORTER
BUSCH
IVANREST
SANFORD
KENOWA
LAND
KOCH
VIADUCT
WALLACE
LA RUE
OLIVET
VINE
LOMBARD
HOMEWOOD
BLUEWATER
GABLE
WRENWOOD
NEWPORT
THORNWOOD
FOREST GROVE
CENTRAL
CHERRYWOOD
BOULEVARD
HAZELWOOD
DONAHUE
AVON
ROCKWOOD
MEYER
TAFT
DE LAAT
HAGUE
OAK VALLEY
DIXIE
DORMAX
SANDCREST
SANGRIA
REMICO
CLYDON
DAISY
NURSERY
LOLA
WATERCHASE
PERRY
BOONE
SHARON
WEST
HARMONY
PRAIRIE
ROYAL OAK
KENTFIELD
BARBERRY
WILEX
STONEGATE
COL GATE
WEDGEWOOD
GOODMAN
BLUEBIRD
GLADIOLA
HUBAL
OAK VALLEY
MINNIE
CHAPEL
PLAS
ROYAL OAK
MEADE
MILES
TIOGA
OAKLANE
LA CROSSE
FLOYD
CYPRESS
OAKCREST
ARIEBILL
IOWA
BEECH
FLOYD
EMMA
STEFF
BELLEVUE
MAPLELAWN
43RD
42ND
31
BURR
BADGER
BOSS
MARCIA
ARIEBILL
IOWA
BEECH
HIGHGATE
COOLIDGE
CALHOUN
JORDAN
OPAL
BUCHANAN
WADSWORTH
FLOYD
41ST
BELLEVUE
THURSTON
MAPLELAWN
43RD
MURRAY
HANSEN
THORNDYKE
HIMES
ABBIE
WALTER
JANET
BURT
WILBUR
WOODSTOCK
MADISON AVE ACCESS
LINDEN
STEELCASE
SYSTEMS
COMPASS
TRADE
42ND
POTTER
CROSSOVER
FARNHAM
RIDGEWOOD
MONTEBELLO
HARP
WOLF RUN
PICKETT
JEAN
HOLLY
GARLAND
DANIEL
SLUYTER
HOLLY PARK
AMERICAN
MARLETTE
NOSIGH
VICTORIA
ARBOR
GREEN OAK
BLUESTONE
ALEDA
BURGIS
RAYMOND
ANDOVER
PRIMROSE
MICK
MADISON
HEYBOER
BLUE
LYLES ASH
BLAINE
MILDRED
BRINKS
SOUTHGLOW
52ND
UNNAMED
TAMPA
HARDWICK
PEMBROKE
SPRINGWOOD
BRITTANY
EDGELAWN
GREENSBORO
KELLOGG WOODS
CLAUDIA
PINEBROOK
KELLEKENT
OSBORNE
BELLEWOOD
DIANE
SILVERLEAF
ELEISURE
SOUTH
TIERRA
SOUTH PARKWAY
59TH
60TH
KEELER
61ST
WOODFIELD
WOODFIELD EAST
MINOSA
KRAN
FARADAY
KENBROOK

On December 20, 2023 the members of Kent County Fire Chief's / MABAS 3603 Division reviewed the MABAS 3603 Agreement. The Agreement was approved by the members to continue the commitment of the Agreement to each member the benefits of mutual aid in fire protection, suppression, rescue and emergency medical assistance, hazardous materials control, technical rescue and/or other emergency support for an Emergency, Disaster, or other Serious Threat to Public Health and Safety.

Ada Township Fire Department

Algoma Township Fire Department

Alpine Township Fire Department

Bowne Township Fire Department

Byron Township Fire Department

Caledonia Township Fire Department

Cannon Township Fire Department

Cascade Township Fire Department

Cedar Springs Fire Department

Courtland Township Fire Department

Dutton/Cutlerville Fire Department

East Grand Rapids Public Safety Department

Gerald R. Ford Airport Fire Department

Grand Rapids Fire Department

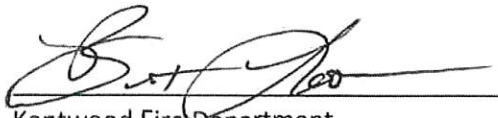
Grand Rapids Township Fire Department

Grandville ~~Township~~ Fire Department

Grattan Township Fire Department



Kent City/Tyrone Township Fire Department



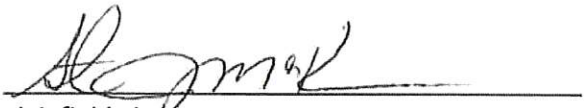
Kentwood Fire Department



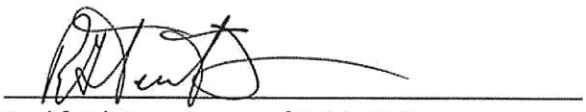
Lowell Fire Department



Oakfield Township Fire Department



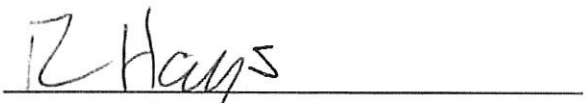
Plainfield Fire Department



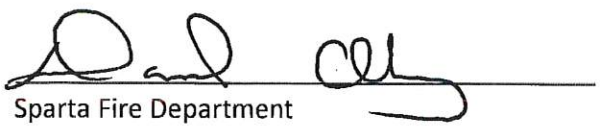
Rockford Department of Public Safety



Sand Lake Fire Department



Solon Township Fire Department



Sparta Fire Department

Spencer Township Fire Department

Walker Fire Department

Wyoming Department of Public Safety

1/6/2025
Fire/DVT

RESOLUTION NO._____

RESOLUTION TO ACCEPT AN AUTOMATIC AID AGREEMENT BETWEEN THE WYOMING FIRE DEPARTMENT AND THE GAINES CHARTER TOWNSHIP FIRE DEPARTMENT PROVIDING EMERGENCY APPARATUS RESPONSE FOR STRUCTURE FIRES.

WHEREAS:

1. As detailed in the attached Staff Report and automatic aid agreement, it is recommended the City Council accept the written agreement to provide emergency apparatus response to structure fires to a specific geographic area within Gaines Charter Township.
2. Each agency will provide staff and apparatus to respond in a specific geographic area for structure fire response.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council does hereby accept the automatic aid agreement between the Gaines Charter Township Fire Department and Wyoming Fire Department providing automatic aid for structure fire response in a specific geographic area within Gaines Charter Township and the City of Wyoming.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.

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

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held January 6, 2025.

_____
Kelli VandenBerg, City Clerk

ATTACHMENTS:
Staff Report
Automatic Aid Agreement

CITY OF WYOMING | FIRE DEPARTMENT

1250 36th St. SW, Wyoming, MI 49509
616.530.7250 | wyomingmi.gov

STAFF REPORT

Date: December 12, 2024

Subject: Automatic Aid Agreement

From: Dennis Van Tassell, Fire Chief

CC: Deputy Public Safety Chief, Kip Snyder

Public Safety Chief, Kim Koster

Meeting Date: January 6, 2025

RECOMMENDATION:

It is recommended that City Council authorize an agreement between the Gaines Charter Township Fire Department, and the City of Wyoming Fire Department in providing aid to each municipality for structure fire response. Each Fire Department will automatically respond with a fire apparatus to a defined response district to assist with fire suppression.

ALIGNMENT WITH STRATEGIC PLAN:

- Safety
  - Goal 1- Implement proactive public safety initiatives
- Stewardship
  - Goal 2- Enhance efficiency of city operations

DISCUSSION:

The City of Wyoming entered into an emergency automatic aid agreement extension through the Mutual Aid Box Alarm System (MABAS) in December 2023. Its intent is to provide assistance amongst municipalities during emergency events.

With the opening of the Division Avenue Fire Station, the Wyoming Fire Department has available personnel to assist the Gaines Charter Township Fire Department in fire suppression on the northwest side of their township. In exchange, the Gaines Charter Township Fire Department will provide fire suppression assistance to the east side of the City of Wyoming. The automatic aid agreement will benefit both municipalities in effectiveness and efficiency.

The Wyoming Fire Department will respond to structure fires with one Battalion Chief (Car 3), and one machine, consisting of at least two personnel, in the general geographic area consisting of 6000-6800 Eastern Avenue, west to the Gaines Charter Township border of 6000-6800 South Division Avenue.

The Gaines Charter Township Fire Department will respond to structure fires in the general geographic area consisting of: 6000-4400 Northbound US. 131, east to the Wyoming City border of 6000-4400 South Division Avenue.

BUDGET IMPACT:

There is no budget impact to this agreement.

Attachment(s):
Resolution
MABAS Agreement

WYOMING FIRE DEPARTMENT

&

BYRON TOWNSHIP FIRE DEPARTMENT

FIRE SERVICE AUTOMATIC AID AGREEMENT

FOR STRUCTURE FIRE AND HIGHWAY INCIDENT RESPONSE

THIS AGREEMENT made and entered into by the Wyoming Fire Department and the Byron Township Fire Department on January 6, 2025.

WHEREAS, the parties are located in geographic proximity to each other; and

WHEREAS, it is to their mutual advantage and benefit that each other of the parties agree to provide supplemental Fire Response for specific incidents through Initial Emergency Automatic Aid response using full time, part time, and paid on call personnel; and

WHEREAS, the parties are authorized to enter into this agreement by virtue of the provisions of Act 35 of Michigan Public Acts of 1951, as amended, being MSA 5.4081 et seg., MCLA 124.1 et seq.; and Act 7 of Michigan Public Acts of 1967, Extra Session, as amended, being MSA 5.4088(1)., MCLA 124.501 et seq.

NOW, THEREFORE, the parties agree:

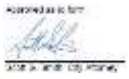
1. To provide Initial Emergency Automatic Aid Response to structure fires and highway incidents in designated areas, in accordance with this Agreement and adopted protocols as provided for herein.
2. With respect to any response, overall authority and responsibility shall remain with the Incident Commander of the jurisdiction in which the response takes place.
3. No party to this Agreement shall be required to compensate any other party to this Agreement for services provided. The mutual advantages and benefits afforded by this Agreement are considered adequate compensation to all parties. However, nothing in this Agreement prohibits any party from recovering from third parties its costs or the costs of other participating jurisdictions pursuant to local ordinances.
4. All costs incurred as a result of providing Initial Emergency Automatic Aid, including, without limitation, wage and disability payments, pension and Workmen's Compensation claims, damage to equipment and clothing and medical expenses of personnel shall be paid by the jurisdiction regularly employing such personnel and/or providing regular wages and benefits or owning such equipment.
5. It is mutually understood that each of the parties, their officers, agents and employees, in carrying out this Agreement are engaged in a governmental function as defined in Act 170 of Public Acts of 1964, as amended, are entitled to all immunities under the law and are acting pursuant to and under the authority granted by Michigan law.
6. It is the intent of this Agreement that each party shall bear sole responsibility for the acts or omissions of its personnel or agents in providing Initial Emergency Automatic Aid Response services pursuant to this Agreement. Each party shall indemnify and hold

harmless all other parties, their officers, agents and employees against all claims or liabilities, including attorney's fees, caused by a negligent act or omission of the indemnifying party, its officers, agents or employees in the performance of non-performance of providing Initial Emergency Automatic Aid Response services pursuant to this Agreement.

7. To carry public liability insurance covering the acts or omissions of its respective fire department and their officers, agents, and employees in the performance of services provided for herein.
8. This Agreement is not intended to benefit any third party or create a special relationship or duty of any nature with or to any third party and no third party shall have any right of action hereunder for any cause whatsoever.
9. This Agreement shall become effective upon approval and signature by the governing bodies of the participating jurisdictions. The clerk of each participating jurisdiction shall be provided with a signed copy of this agreement.
10. Any party to this Agreement may withdraw at any time by providing thirty (30) days prior written notice of withdrawal to all other parties.
11. This Agreement shall be in addition to any existing mutual aid or automatic aid agreement between any of the signed parties.
12. This Agreement may be amended at any time. An amendment must be made in writing and signed by all parties to become effective.
13. This Agreement constitutes the complete Agreement and understanding between the parties regarding all matters detailed herein. This Agreement shall be construed, governed and controlled by the laws of the State of Michigan.
14. If any provision or portion of this Agreement is held invalid, or otherwise not enforceable under applicable statute or rule of law, only that provision or portion shall be deemed omitted from this Agreement and only to the extent which is held invalid. The remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by the parties through their respective Mayor or Manager first thereunto duly authorized by their governing body/s.

Witnessed by	Date	Authorized Signature, City of Wyoming	Title
Witnessed by	Date	Authorized Signature, Byron Township	Title



FIRE DEPARTMENT INITIAL EMERGENCY AUTOMATIC AID RESPONSE PROTOCOL

- Boundaries of designated response areas for the Wyoming Fire Department.

    a. Wyoming Fire Department will respond to structure fires, with one Battalion Chief (Car 3), and one machine and at least two personnel, in the general geographic area of 6000-7600 Burlingame to the west Byron Township limits.

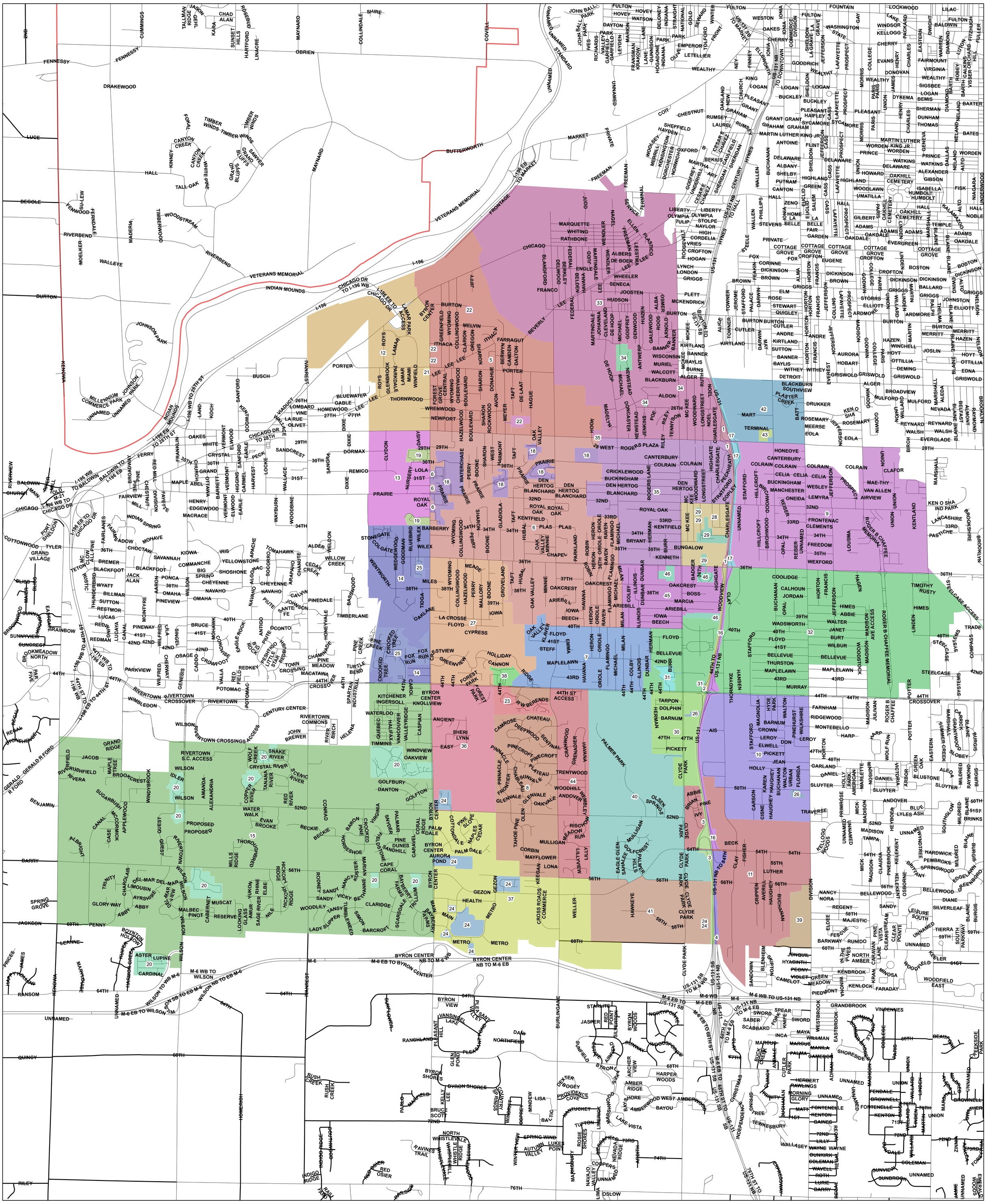
    b. Wyoming Utility 4 will respond to highway incidents in the general geographic area of: 6000-6800 Southbound US 131, and the Southbound US 131 ramp to Westbound M-6.

- Boundaries of designated response areas for the Byron Township Fire Department.

    a. The Byron Township Fire Department will respond to structure fires in the general geographic area of 4400-6000 Burlingame to the west Wyoming City limits.

City of Wyoming
City of Kentwood
Cascade Township
Byron Township
Gaines Township
Caledonia Township
Allegan County
Barry County

Wyoming Fire Beat Map


2ND
FENNESSY
CUMMINGS
TALLMAN RIDGE
JASON
CHAD ALAN
KARA
SUNSET HILLS
HARTFORD
LINACRE
MAYNARD
OBRIEN
COLLINDALE
SHIRE
COVELL
UNNAMED
STANDARD
JOHN BALL PARK
RICHARDS
VALLEY
GARFIELD
LEYDEN
MARION
LANE
GUNNISON
HOGADONE
INDIANA
DELONEY
STRAIGHT
NATIONAL
GOLD
SEWARD
WINTER
FRONT
TOLFORD
EMPEROR
OLIVE
LETELLIER
PARK
DAYTON
HOVEY
WATSON
FULTON
FOUNTAIN
LOCKWOOD
LILAC
WESTON
OAKES
IONIA
COMMERCE
DIVISION
SHELDON
LA GRAVE
JEFFERSON
LAFAYETTE
PROSPECT
GAY
LAKE
WASHINGTON
STATE
WINDSOR
KELLOGG
PACKARD
DWIGHT
BALDWIN
FULTON
EASTERN
DIAMOND
WARREN
CHERRY
CHARLES
LUTON
FITZHUGH
FULLER
HILL
ORCHARD
VISSER
GALKINS
ROBEY
BARTH
FAIRMOUNT
VIRGINIA
WEALTHY
SIGSBEE
LOGAN
BEMIS
BAXTER
DYKEMA
DONOVAN
EVANS
HENRY
JAMES
MORRIS
COLLEGE
GOODRICH
FINNEY
NEY
KING
CHURCH
OAKLAND
GRANT
GRAHAM
RUMSEY
LAUREL
COIT
CHESTNUT
PLEASANT
BUCKLEY
HAIFLEY
SYCAMORE
MARTIN LUTHER KING JR
ANTOINE
FLINT
WORDEN
PRINCE
DELAWARE
ALBANY
SHELBY
PUTNAM
CANTON
HALL
ZENO
HIGHLAND
GREEN
EUCLID
SALEM
CASS
WOODLAWN
UMATILLA
HOWARD
OAKHILL CEMETERY
ISABELLA
HUMBOLT
FISK
NIAGARA
UNDERWOOD
ALTO
KALAMAZOO
NOBLE
GILBERT
ADAMS
OAKDALE
EVERGREEN
COTTAGE GROVE
CROFTON
EUGENE
FOX
CORINNE
DICKINSON
BROWN
ALMA
HORTON
FRANCIS
GRIGGS
ELM
ROSE
STEWART
QUIGLEY
BURTON
CUTLER
ANDRE
KIRTLAND
SUTTON
BANNER
BAYLIS
WITHEY
DETROIT
EVEREST
GRISWOLD
BOSTON
BALLARD
JOHNSTON
ELLIOTT
ARDMORE
HOYT
OTTILLIA
DEMING
EDNA
BLUESTONE
ALGER
BLACKBURN SOUTHVIEW
PLASTER CREEK
DRUKKER
MART
TERMINAL
ROSEMARY
MEERSE
EOLA
KEN O SHA
WMOOD
MULFORD
BROADVIEW
MARSHALL
ALEDA
NEVADA
BELTLINE
ALMONT
BROOKLYN
RAYMOND
REYNARD
WALSH
EVERGLADE
28TH
BIRCH
UNION
CLAFOR
MAE-THY
VAN ALLEN
AIRVIEW
LEMYRA
WESLEY
ONEIDA
MANCHESTER
BUCKINGHAM
CELIA
COLRAIN
CANTERBURY
HONEOYE
HILLCROFT
STAFFORD
CHARLESGATE
HIGHGATE
LONGSTREET
WOODWARD
MC KEE
ROGERS LANE
ROGERS PLAZA
WEST
ALDON
WOODWARD
NEWSTEAD
JENKINS
POE
RILEY
TENNYSON
MC KEE
WOODWARD
LONGSTREET
NOEL
RUTH
CHARLESGATE
HIGHGATE
PECKHEATH
COPLEY
CRICKLEWOOD
BUCKINGHAM
DEN HERTOG
BLANCHARD
ROYAL OAK
KENTFIELD
BRYANT
HERMAN
BURR
KENNETH
BUNGALOW
WEXFORD
FREEDOM
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CLEMENTS
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KENTLAND
LANCASHIRE
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PASTICHE
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NELAND
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GROVENORD
UNDERWOOD
MARTIN LUTHER KING JR
PROSPECT
CASS
SHERIDAN
HYNES
CENTURY
CHAVEZ
CESAR E CHAVEZ
GODFREY
UNDERHILL
MARTHA ARY
BEKIUA
CAULFIELD
OXFORD
HAYDEN
SHEFFIELD
WOOLSEY
MERRILL
KENSINGTON
DORCHESTER
NORWICH
FREEMAN
TERMINAL
SERVICE
PRIVATE
MARKET
BUTTERWORTH
FRONTAGE
VETERANS MEMORIAL
I-196 EB TO MARKET
US-131 SB TO MARKET
US-131 NB TO DOWNTOWN
LUCE
FOX
TIMBER WINDS
SAWYER
GRAND BLUFFS
CANYON CREEK
KINNEY
WHITE PINE
HALL
TALL OAK
BEGOLE
FENWOOD
SU-LEW
FERNDALE
RIVERBEND
MADERA
TIMBERWOOD
WOODSTREAM
MOELKER
WALLEYE
BURTON
JOHNSON PARK
KENOWA
MILLENNIUM
COMMERCE PARK
UNNAMED
JOHNSON PARK
INDIAN MOUNDS
I-196 WB TO 28TH ST
I-196 EB TO 28TH ST
CHICAGO DR TO 28TH ST
I-196
I-196 WB TO CHICAGO DR
I-196 EB TO CHICAGO DR
I-196 EB TO BALDWIN
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I-196 EB TO CHICAGO DR
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CHURCH
MAIN
RIVER
MILL
OLD M-21
FERRY
BROADWAY
PINE
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FAVETTE
RED MILL
MAPLE
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OTTAWA
BARRETT
VERMONT
HIGGINS
CARMEL
HARVEST
LOCKE
WALLACE
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WOODBINE
34TH
MACRAGE
EDGEWOOD
HENRY
ELWOOD
EARLE
FAIRVIEW
MILL
INDIAN SPRING
FAIRLANES
FAIRWAY
ADOW
MOHAVE
CHOCTAW
KIOWA
SAVANNAH
COMMANCHE
IRIS
YELLOWSTONE
SOCORRO
TOMAHAWK
ALDER
WELDON
WILLOW CREEK
CEDAR CREEK
CHANUTE
ARAPAHO
ALGONAC
APACHE
SHOSHONE
BIG SPRING
CHEYENNE
NAVAHO
OMAHA
PINEVIEW
SUTTON
RESTMOR
BILLMAR
WYATT
JACK ALAN
BLACKFOOT
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TETON
THUNDERBIRD
RUSTIC
PARK FIVE
BLIGO
MAIER
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PENNY
JACKSON
GRAND VILLAGE
PORT SHELDON
COTTONWOOD
TYLER
SUNNYBROOK
SUNGREST
BROOKWOOD
OKMEADOW NORTH
REDMAN
LUCAYA
CANAL
PINEWAY
41ST
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BRUCE
MOHAWK
CONCHISE
EAGLE ROCK
BIG ROCK
PIUTE
ANTIGO
OCONTO
LITTLE STAR
REDBUD
TOWN CROSSING
REDKEY
RED FIELD
CROWFOOT
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CADDO
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CHERRY
WILFRED
PARKVIEW
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I-196 EB TO I-196 WB
RIVERTOWN CROSSOVER
RIVERTOWN
POTOMAC
WIMBLEDON
CENTURY CENTER
RIVERTOWN COMMONS
WILSON
RIVERTOWN CROSSINGS ACCESS
JOHN BREWER
RIVER BIRCH
HELENA
SPARTAN INDUSTRIAL
CHAMINADE
PINE MEADOW
MACATAWA
CROSSOVER
TURTLE BEND
PINE CREEK
CROOKED TREE
FOX RUN
CRESTVIEW
GREENVIEW
HOLLIDAY
CANNON
RIDGE
FOREST PARK
MAPLELAWN
EMMA
STEFF
FLOYD
BELLEVUE
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THURSTON
MAPLELAWN
BURR
HERON
ORIOLE
RAVEN
FLAMINGO
MICHAEL
MILAN
COLBY
ILLINOIS
DUNBAR
HERMAN
HAVANA
OAK VALLEY
KLAVER
MINNIE
OAKCREST
ARIEBILL
IOWA
BEECH
BOSS
MARCIA
ARIEBILL
OAKLANE
LA CROSSE
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On December 20, 2023 the members of Kent County Fire Chief's / MABAS 3603 Division reviewed the MABAS 3603 Agreement. The Agreement was approved by the members to continue the commitment of the Agreement to each member the benefits of mutual aid in fire protection, suppression, rescue and emergency medical assistance, hazardous materials control, technical rescue and/or other emergency support for an Emergency, Disaster, or other Serious Threat to Public Health and Safety.

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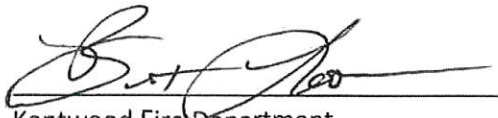
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Kent City/Tyrone Township Fire Department



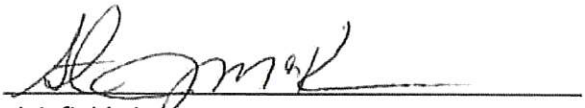
Kentwood Fire Department



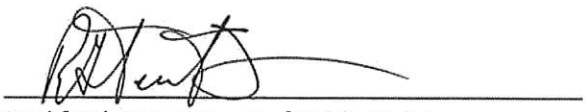
Lowell Fire Department



Oakfield Township Fire Department



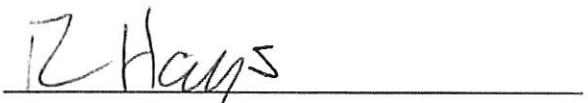
Plainfield Fire Department



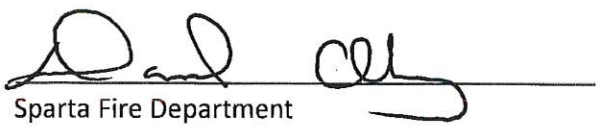
Rockford Department of Public Safety



Sand Lake Fire Department



Solon Township Fire Department



Sparta Fire Department

Spencer Township Fire Department

Walker Fire Department

Wyoming Department of Public Safety

1/6/2025
Fire/DVT

RESOLUTION NO._____

RESOLUTION TO ACCEPT AN AUTOMATIC AID AGREEMENT BETWEEN THE WYOMING FIRE DEPARTMENT AND THE KENTWOOD FIRE DEPARTMENT PROVIDING EMERGENCY APPARATUS RESPONSE FOR STRUCTURE FIRES.

WHEREAS:

1. As detailed in the attached Staff Report and automatic aid agreement, it is recommended the City Council accept the written agreement to provide emergency apparatus response to structure fires to a specific geographic area within the City of Kentwood.
2. Each agency will provide staff and apparatus to respond in a specific geographic area for structure fire response.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council does hereby accept the automatic aid agreement between the Kentwood and Wyoming Fire Department providing automatic aid for structure fire response in a specific geographic area within the City of Kentwood and the City of Wyoming.
2. The City Council does hereby authorize the Mayor and City Clerk to execute the agreement.

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

I certify that this resolution was adopted by the City Council of the City of Wyoming, Michigan at a regular meeting held January 6, 2025.

_____
Kelli VandenBerg, City Clerk

ATTACHMENTS:
Staff Report
Automatic Aid Agreement

CITY OF WYOMING | FIRE DEPARTMENT

1250 36th St. SW, Wyoming, MI 49509
616.530.7250 | wyomingmi.gov

STAFF REPORT

Date: December 12, 2024

Subject: Automatic Aid Agreement

From: Dennis Van Tassell, Fire Chief

CC: Deputy Public Safety Chief, Kip Snyder

Public Safety Chief, Kim Koster

Meeting Date: January 6, 2025

RECOMMENDATION:

It is recommended that the City Council authorize an agreement between the City of Kentwood Fire Department, and the City of Wyoming Fire Department in providing aid to each municipality for structure fire response. Each Fire Department will automatically respond with a fire apparatus to a defined response district to assist with fire suppression.

ALIGNMENT WITH STRATEGIC PLAN:

- Safety
  - Goal 1- Implement proactive public safety initiatives
- Stewardship
  - Goal 2- Enhance efficiency of city operations

DISCUSSION:

The City of Wyoming entered into an emergency automatic aid agreement extension through the Mutual Aid Box Alarm System (MABAS) in December 2023. Its intent is to provide assistance amongst municipalities during emergency events.

With the opening of the Division Avenue Fire Station, the Wyoming Fire Department has available personnel to assist the Kentwood Fire Department in fire suppression on the west side of their city. In exchange, the Kentwood Fire Department will provide fire suppression assistance to the east side of the City of Wyoming. The automatic aid agreement will benefit both municipalities in effectiveness and efficiency.

The Wyoming Fire Department will respond to structure fires, with one Battalion Chief (Car 3), one machine and at least two personnel, in the general area of the City of Kentwood west city limits following 43rd Street east to Kalamazoo Avenue south to 60th Street.

The Kentwood Fire Department will respond to structure fires in the general area of the City of Wyoming east city limits following 36th Street to Clyde Park Avenue, South to 44th Street, west to Burlingame and south to 60th Street.

BUDGET IMPACT:

There is no budget impact to this agreement.

Attachment(s):
Resolution
MABAS Agreement

WYOMING FIRE DEPARTMENT

&

KENTWOOD FIRE DEPARTMENT

FIRE SERVICE AUTOMATIC AID AGREEMENT

FOR STURCTURE FIRE RESPONSE

THIS AGREEMENT made and entered into by Wyoming Fire Department and Kentwood Fire Department on January 6, 2025

WHEREAS, the parties are located in geographic proximity to each other; and

WHEREAS, it is to their mutual advantage and benefit that each other of the parties agree to provide supplemental Fire Suppression Response for specific incidents through Initial Emergency Automatic Aid response using full time personnel; and

WHEREAS, the parties are authorized to enter into this agreement by virtue of the provisions of Act 35 of Michigan Public Acts of 1951, as amended, being MSA 5.4081 et seg., MCLA 124.1 et seq.; and Act 7 of Michigan Public Acts of 1967, Extra Session, as amended, being MSA 5.4088(1)., MCLA 124.501 et seq.

NOW, THEREFORE, the parties agree:

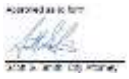
1. To provide Initial Emergency Automatic Aid Response to and for structure fire incidents in designated areas, in accordance with this Agreement and adopted protocols as provided for herein.
2. With respect to any response, overall authority and responsibility shall remain with the Incident Commander of the jurisdiction in which the response takes place.
3. No party to this Agreement shall be required to compensate any other party to this Agreement for services provided. The mutual advantages and benefits afforded by this Agreement are considered adequate compensation to all parties. However, nothing in this Agreement prohibits any party from recovering from third parties its costs or the costs of other participating jurisdictions pursuant to local ordinances.
4. All costs incurred as a result of providing Initial Emergency Automatic Aid, including, without limitation, wage and disability payments, pension and Workmen's Compensation claims, damage to equipment and clothing and medical expenses of personnel shall be paid by the jurisdiction regularly employing such personnel and/or providing regular wages and benefits or owning such equipment.
5. It is mutually understood that each of the parties, their officers, agents and employees, in carrying out this Agreement are engaged in a governmental function as defined in Act 170 of Public Acts of 1964, as amended, are entitled to all immunities under the law and are acting pursuant to and under the authority granted by Michigan law.
6. It is the intent of this Agreement that each party shall bear sole responsibility for the acts or omissions of its personnel or agents in providing Initial Emergency Automatic Aid Response services pursuant to this Agreement. Each party shall indemnify and hold

harmless all other parties, their officers, agents and employees against all claims or liabilities, including attorney's fees, caused by a negligent act or omission of the indemnifying party, its officers, agents or employees in the performance of non-performance of providing Initial Emergency Automatic Aid Response services pursuant to this Agreement.

7. To carry public liability insurance covering the acts or omissions of its respective fire department and their officers, agents, and employees in the performance of services provided for herein.
8. This Agreement is not intended to benefit any third party or create a special relationship or duty of any nature with or to any third party and no third party shall have any right of action hereunder for any cause whatsoever.
9. This Agreement shall become effective upon approval and signature by the governing bodies of the participating jurisdictions. The clerk of each participating jurisdiction shall be provided with a signed copy of this agreement.
10. Any party to this Agreement may withdraw at any time by providing thirty (30) days prior written notice of withdrawal to all other parties.
11. This Agreement shall be in addition to any existing mutual aid or automatic aid agreement between any of the signed parties.
12. This Agreement may be amended at any time. An amendment must be made in writing and signed by all parties to become effective.
13. This Agreement constitutes the complete Agreement and understanding between the parties regarding all matters detailed herein. This Agreement shall be construed, governed and controlled by the laws of the State of Michigan.
14. If any provision or portion of this Agreement is held invalid, or otherwise not enforceable under applicable statute or rule of law, only that provision or portion shall be deemed omitted from this Agreement and only to the extent which is held invalid. The remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by the parties through their respective Mayor or Manager first thereunto duly authorized by their governing body/s.

Witnessed by	Date	Authorized Signature, City of Wyoming	Title
Witnessed by	Date	Authorized Signature, City of Kentwood	Title



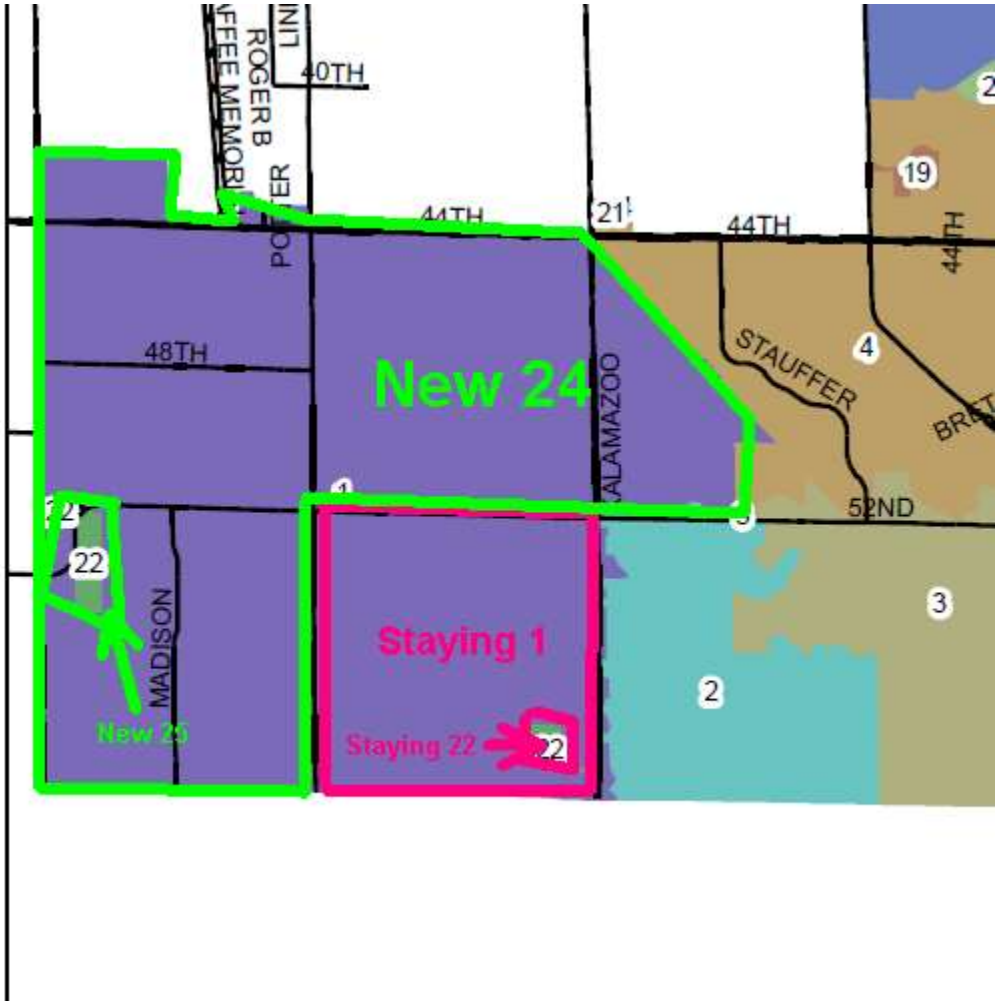
FIRE DEPARTMENT INITIAL EMERGENCY AUTOMATIC AID RESPONSE PROTOCOL

- Boundaries of designated response areas for the Wyoming Fire Department.

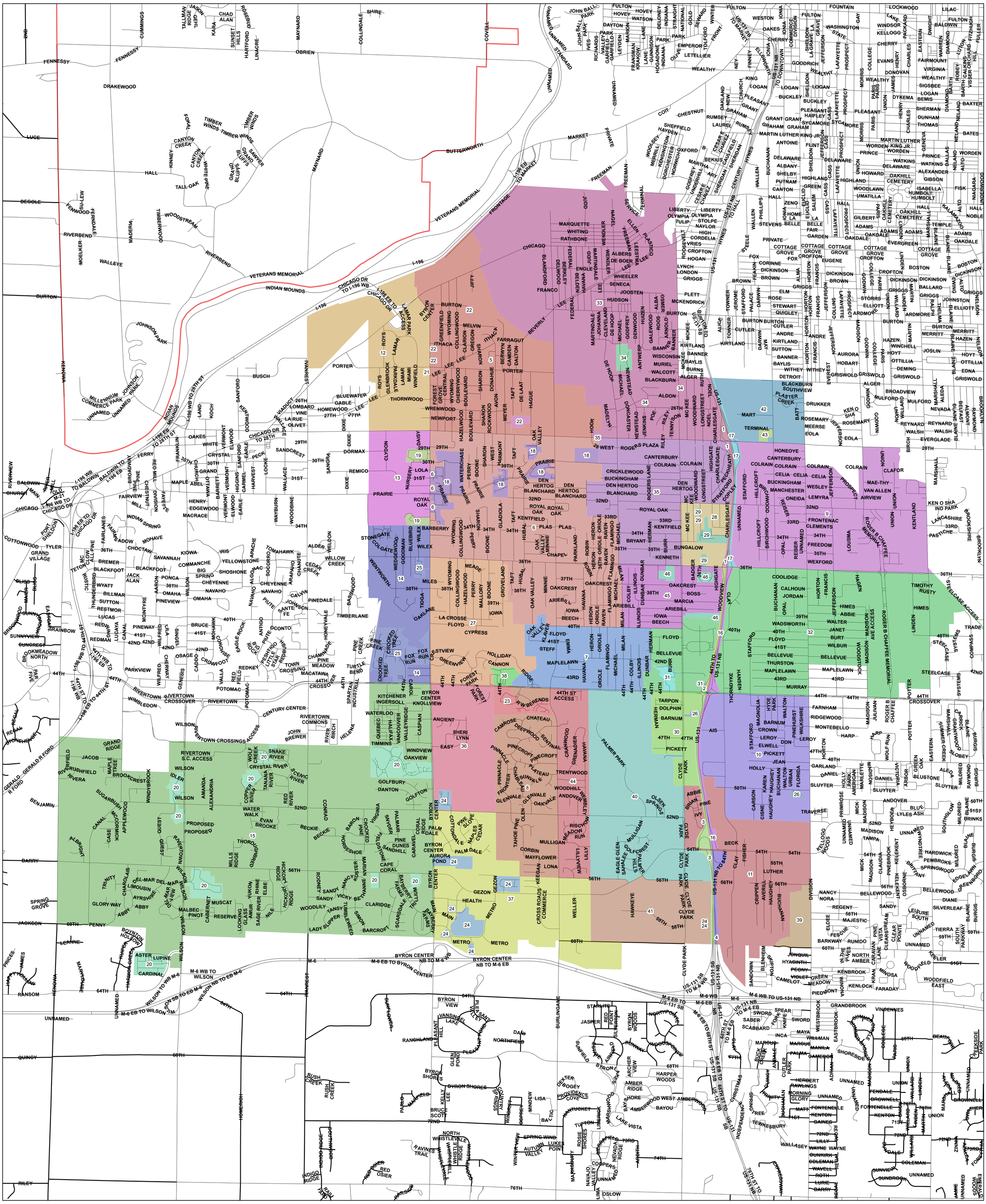
    a. The Wyoming Fire Department will respond to structure fires, with one Battalion Chief (Car 3), one machine and at least two personnel, in the general area of: The City of Kentwood West City Limits following 43rd Street east to Kalamazoo Avenue south to 60th Street.

- Boundaries of designated response areas for the Kentwood Fire Department.

    a. The Kentwood Fire Department will respond to structure fires in the general area of: The City of Wyoming East City Limits following 36th Street to Clyde Park Avenue, South to 44th Street, west to Burlingame and south to 60th Street.


40TH
ROGER B
44TH
44TH
44TH
48TH
New 24
STAUFFER
4
19
52ND
22
MADISON
Staying 1
New 24
Staying 22
22
2
3

Wyoming Fire Beat Map


2ND
FENNESSY
CUMMINGS
TALLMAN RIDGE
JASON
CHAD ALAN
KARA
SUNSET HILLS
HARTFORD
LINACRE
MAYNARD
OBRIEN
COLLINDALE
SHIRE
COVELL
UNNAMED
STANDARD
JOHN BALL PARK
RICHARDS
VALLEY
GARFIELD
LEYDEN
MARION
LANE
GUNNISON
HOGADONE
INDIANA
DELONEY
STRAIGHT
NATIONAL
GOLD
SEWARD
WINTER
FRONT
TOLFORD
EMPEROR
OLIVE
LETELLIER
PARK
DAYTON
HOVEY
WATSON
FULTON
FOUNTAIN
LOCKWOOD
LILAC
WESTON
OAKES
IONIA
COMMERCE
DIVISION
SHELDON
LA GRAVE
JEFFERSON
LAFAYETTE
PROSPECT
GAY
LAKE
WASHINGTON
STATE
WINDSOR
KELLOGG
PACKARD
DWIGHT
BALDWIN
FULTON
EASTERN
DIAMOND
WARREN
CHERRY
CHARLES
LUTON
FITZHUGH
FULLER
HILL
ORCHARD
VISSER
GALKINS
ROBEY
BARTH
FAIRMOUNT
VIRGINIA
WEALTHY
SIGSBEE
LOGAN
BEMIS
BAXTER
DYKEMA
DONOVAN
EVANS
HENRY
JAMES
MORRIS
COLLEGE
GOODRICH
FINNEY
NEY
KING
CHURCH
OAKLAND
GRANT
GRAHAM
RUMSEY
LAUREL
COIT
CHESTNUT
PLEASANT
BUCKLEY
HAIFLEY
SYCAMORE
MARTIN LUTHER KING JR
ANTOINE
FLINT
WORDEN
PRINCE
DELAWARE
ALBANY
SHELBY
PUTNAM
CANTON
HALL
ZENO
HIGHLAND
GREEN
EUCLID
SALEM
CASS
WOODLAWN
UMATILLA
HOWARD
OAKHILL CEMETERY
ISABELLA
HUMBOLT
FISK
NIAGARA
UNDERWOOD
ALTO
KALAMAZOO
NOBLE
GILBERT
ADAMS
OAKDALE
EVERGREEN
COTTAGE GROVE
CROFTON
EUGENE
FOX
CORINNE
DICKINSON
BROWN
ALMA
HORTON
FRANCIS
GRIGGS
ELM
ROSE
STEWART
QUIGLEY
BURTON
CUTLER
ANDRE
KIRTLAND
SUTTON
BANNER
BAYLIS
WITHEY
DETROIT
EVEREST
GRISWOLD
BOSTON
BALLARD
JOHNSTON
ELLIOTT
ARDMORE
HOYT
OTTILLIA
DEMING
EDNA
BLUESTONE
ALGER
BLACKBURN SOUTHVIEW
PLASTER CREEK
DRUKKER
MART
TERMINAL
ROSEMARY
MEERSE
EOLA
KEN O SHA
WMOOD
MULFORD
BROADVIEW
MARSHALL
ALEDA
NEVADA
BELTLINE
ALMONT
BROOKLYN
RAYMOND
REYNARD
WALSH
EVERGLADE
28TH
BIRCH
UNION
CLAFOR
MAE-THY
VAN ALLEN
AIRVIEW
LEMYRA
WESLEY
ONEIDA
MANCHESTER
BUCKINGHAM
CELIA
COLRAIN
CANTERBURY
HONEOYE
HILLCROFT
STAFFORD
CHARLESGATE
HIGHGATE
LONGSTREET
WOODWARD
MC KEE
ROGERS LANE
ROGERS PLAZA
WEST
ALDON
WOODWARD
NEWSTEAD
JENKINS
POE
RILEY
TENNYSON
MC KEE
WOODWARD
LONGSTREET
NOEL
RUTH
CHARLESGATE
HIGHGATE
PECKHEATH
COPLEY
CRICKLEWOOD
BUCKINGHAM
DEN HERTOG
BLANCHARD
ROYAL OAK
KENTFIELD
BRYANT
HERMAN
BURR
KENNETH
BUNGALOW
WEXFORD
FREEDOM
FRONTENAC
CLEMENTS
LOUSMA
ROGER B CHAFFEE MEMORIAL
KENTLAND
LANCASHIRE
BROOKSHIRE
PASTICHE
KEN O SHA IND PARK
BATES
GENEVA
DALLAS
NELAND
WORDEN
ALTO
GROVENORD
UNDERWOOD
MARTIN LUTHER KING JR
PROSPECT
CASS
SHERIDAN
HYNES
CENTURY
CHAVEZ
CESAR E CHAVEZ
GODFREY
UNDERHILL
MARTHA ARY
BEKIUA
CAULFIELD
OXFORD
HAYDEN
SHEFFIELD
WOOLSEY
MERRILL
KENSINGTON
DORCHESTER
NORWICH
FREEMAN
TERMINAL
SERVICE
PRIVATE
MARKET
BUTTERWORTH
FRONTAGE
VETERANS MEMORIAL
I-196 EB TO MARKET
US-131 SB TO MARKET
US-131 NB TO DOWNTOWN
LUCE
FOX
TIMBER WINDS
SAWYER
GRAND BLUFFS
CANYON CREEK
KINNEY
WHITE PINE
HALL
TALL OAK
BEGOLE
FENWOOD
SU-LEW
FERNDALE
RIVERBEND
MADERA
TIMBERWOOD
WOODSTREAM
MOELKER
WALLEYE
BURTON
JOHNSON PARK
KENOWA
MILLENNIUM
COMMERCE PARK
UNNAMED
JOHNSON PARK
INDIAN MOUNDS
I-196 WB TO 28TH ST
I-196 EB TO 28TH ST
CHICAGO DR TO 28TH ST
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I-196 EB TO CHICAGO DR
I-196 EB TO BALDWIN
I-196 WB TO BALDWIN
CHICAGO DR TO I-196 WB
I-196 EB TO CHICAGO DR
CHICAGO DR
BALDWIN
RIVERVIEW
CHURCH
MAIN
RIVER
MILL
OLD M-21
FERRY
BROADWAY
PINE
CHESTNUT
DIVISION
FAVETTE
RED MILL
MAPLE
ABEL
GRAND
OTTAWA
BARRETT
VERMONT
HIGGINS
CARMEL
HARVEST
LOCKE
WALLACE
WAYBURN
WOODBINE
34TH
MACRAGE
EDGEWOOD
HENRY
ELWOOD
EARLE
FAIRVIEW
MILL
INDIAN SPRING
FAIRLANES
FAIRWAY
ADOW
MOHAVE
CHOCTAW
KIOWA
SAVANNAH
COMMANCHE
IRIS
YELLOWSTONE
SOCORRO
TOMAHAWK
ALDER
WELDON
WILLOW CREEK
CEDAR CREEK
CHANUTE
ARAPAHO
ALGONAC
APACHE
SHOSHONE
BIG SPRING
CHEYENNE
NAVAHO
OMAHA
PINEVIEW
SUTTON
RESTMOR
BILLMAR
WYATT
JACK ALAN
BLACKFOOT
BREMER
ALL PINE
CLOW
MC CLAIN
TETON
THUNDERBIRD
RUSTIC
PARK FIVE
BLIGO
MAIER
BLISS
PENNY
JACKSON
GRAND VILLAGE
PORT SHELDON
COTTONWOOD
TYLER
SUNNYBROOK
SUNGREST
BROOKWOOD
OKMEADOW NORTH
REDMAN
LUCAYA
CANAL
PINEWAY
41ST
42ND
BRUCE
MOHAWK
CONCHISE
EAGLE ROCK
BIG ROCK
PIUTE
ANTIGO
OCONTO
LITTLE STAR
REDBUD
TOWN CROSSING
REDKEY
RED FIELD
CROWFOOT
OSAGE
CADDO
VALLA
GENESIS
CHERRY
WILFRED
PARKVIEW
44TH
44TH ST TO I-196 WB
I-196 WB TO 44TH ST
I-196 EB TO 44TH ST
44TH WB TO I-196 EB
I-196 EB TO I-196 WB
RIVERTOWN CROSSOVER
RIVERTOWN
POTOMAC
WIMBLEDON
CENTURY CENTER
RIVERTOWN COMMONS
WILSON
RIVERTOWN CROSSINGS ACCESS
JOHN BREWER
RIVER BIRCH
HELENA
SPARTAN INDUSTRIAL
CHAMINADE
PINE MEADOW
MACATAWA
CROSSOVER
TURTLE BEND
PINE CREEK
CROOKED TREE
FOX RUN
CRESTVIEW
GREENVIEW
HOLLIDAY
CANNON
RIDGE
FOREST PARK
MAPLELAWN
EMMA
STEFF
FLOYD
BELLEVUE
42ND
43RD
MURRAY
THURSTON
MAPLELAWN
BURR
HERON
ORIOLE
RAVEN
FLAMINGO
MICHAEL
MILAN
COLBY
ILLINOIS
DUNBAR
HERMAN
HAVANA
OAK VALLEY
KLAVER
MINNIE
OAKCREST
ARIEBILL
IOWA
BEECH
BOSS
MARCIA
ARIEBILL
OAKLANE
LA CROSSE
FLOYD
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CYPRESS
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41ST
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On December 20, 2023 the members of Kent County Fire Chief's / MABAS 3603 Division reviewed the MABAS 3603 Agreement. The Agreement was approved by the members to continue the commitment of the Agreement to each member the benefits of mutual aid in fire protection, suppression, rescue and emergency medical assistance, hazardous materials control, technical rescue and/or other emergency support for an Emergency, Disaster, or other Serious Threat to Public Health and Safety.

Ada Township Fire Department

Algoma Township Fire Department

Alpine Township Fire Department

Bowne Township Fire Department

Byron Township Fire Department

Caledonia Township Fire Department

Cannon Township Fire Department

Cascade Township Fire Department

Cedar Springs Fire Department

Courtland Township Fire Department

Dutton/Cutlerville Fire Department

East Grand Rapids Public Safety Department

Gerald R. Ford Airport Fire Department

Grand Rapids Fire Department

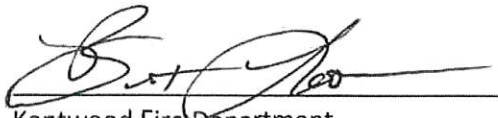
Grand Rapids Township Fire Department

Grandville ~~Township~~ Fire Department

Grattan Township Fire Department



Kent City/Tyrone Township Fire Department



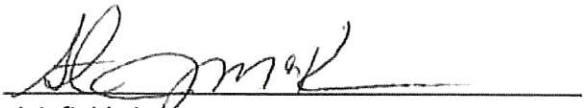
Kentwood Fire Department



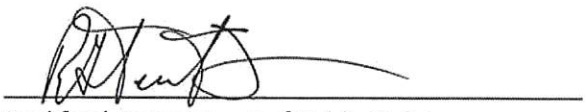
Lowell Fire Department



Oakfield Township Fire Department



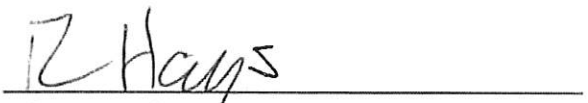
Plainfield Fire Department



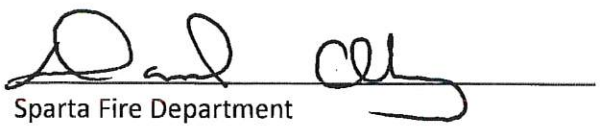
Rockford Department of Public Safety



Sand Lake Fire Department



Solon Township Fire Department



Sparta Fire Department

Spencer Township Fire Department

Walker Fire Department

Wyoming Department of Public Safety

01/06/25
Finance/LAJ

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

Item	Recommended Bidder	Cost
City Center Trails DeHoop HAWK Pedestrian Signal Project	Strain Electric	$149,190.00

1. City Council authorizes a contingency of 10% in the total amount not to exceed $164,109.00 for the project.
2. City Council authorizes the City Manager to sign the contract.

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: January 6, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Tab Sheet
Contract

CITY OF WYOMING | COMMUNITY AND ECONOMIC DEVELOPMENT

1155 28th Street SW, Wyoming, MI 49509
616.530.7259 | wyomingmi.gov

Staff Report

Date: December 23, 2024

Subject: Award of Bids for City Center Trails DeHoop HAWK Pedestrian Signal

From: Paul Smith, Assistant Director of Community and Economic Development

CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager
Nicole Hofert, Director of Community and Economic Development

Meeting Date: January 6, 2025

RECOMMENDATION

It is recommended that the City Council approve the contract for the city center trail project with Strain Electric and include a 10% contingency.

ALIGNMENT WITH STRATEGIC PLAN

- PILLAR 1 – Community
  - GOAL 1 – Complete City Center public improvements.

DISCUSSION

As part of the first phase of the city center project, the city has received bids for the construction of a HAWK pedestrian signal, where the City Center trail system crosses DeHoop Avenue. This HAWK signal is necessary due to the grade change at this trail crossing and the expected traffic at this pedestrian crossing. The city received two bids outlined below.

City Center Trails HAWK Pedestrian Signal Project

Bidder	Bid Amount	Bid Amount w/10% Contingency
Strain Electric	$ 149,190.00	$ 164,109.00
Windemuller Electric	$ 181,700.00	$ 199,870.00

It is recommended that the low bidder, Strain Electric be offered the contract for the construction of the City Center Trails DeHoop HAWK Pedestrian Signal. Strain Electric meets all bid requirements. The resolution includes a 10% contingency.

The work will begin this Spring with completion in the summer of 2025.

BUDGET IMPACT

Adequate funds are available in the City Center Project Fund 496-901-90101-973.002.

ATTACHMENTS

Bid Tab – City Center Trails DeHoop HAWK Pedestrian Signal Project

City Center Trails DeHoop HAWK Pedestrian Signal Project

Item No.	Description	Qty	Units	Strain Electric		Windemuller Electric	
				Unit Price	Amount	Unit Price	Amount
1	Mobilization, Max ($12,000)	1	LSUM	$ 12,000.00	$ 12,000.00	$ 12,000.00	$ 12,000.00
2	Project Cleanup	1	LSUM	$ 2,000.00	$ 2,000.00	$ 3,500.00	$ 3,500.00
3	Pavt, Cleaning	1	LSUM	$ 1,500.00	$ 1,500.00	$ 3,500.00	$ 3,500.00
4	Minor Traf Devices	1	LSUM	$ 7,500.00	$ 7,500.00	$ 4,315.00	$ 4,315.00
5	Exploratory Investigation, Vertical	20	Ft	$ 100.00	$ 2,000.00	$ 266.25	$ 5,325.00
6	Post, Steel, 3 pound	120	Ft	$ 8.00	$ 960.00	$ 7.00	$ 840.00
7	Sign, Type IIIB	47	Sft	$ 50.00	$ 2,350.00	$ 16.00	$ 752.00
8	Reflective Panel for Permanent Sign Support, 3 foot	8	Ea	$ 35.00	$ 280.00	$ 23.00	$ 184.00
9	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	30	Ft	$ 35.00	$ 1,050.00	$ 34.00	$ 1,020.00
10	Recessing Pvt Mrkg, Transv	60	Sft	$ 5.00	$ 300.00	$ 35.00	$ 2,100.00
11	Cable, Sec, 600V, 1, 3/C#10	90	Ft	$ 5.00	$ 450.00	$ 3.20	$ 288.00
12	Serv Disconnect, 30A	1	Ea	$ 1,500.00	$ 1,500.00	$ 2,480.00	$ 2,480.00
13	Case Sign (LED), One Way, 24 inch by 30 inch	2	Ea	$ 2,250.00	$ 4,500.00	$ 1,950.00	$ 3,900.00
14	Push Button Station and Sign	2	Ea	$ 1,200.00	$ 2,400.00	$ 1,250.00	$ 2,500.00
15	Cabinet, NEMA Type (Pole Mounted)	1	Ea	$ 22,500.00	$ 22,500.00	$ 22,384.00	$ 22,384.00
16	Pedestrian Signal System, Accessible	1	Ea	$ 4,500.00	$ 4,500.00	$ 8,200.00	$ 8,200.00
17	TS, Pedestrian, One Way Bracket Arm Mtd (LED) Countdown	2	Ea	$ 1,000.00	$ 2,000.00	$ 1,875.00	$ 3,750.00
18	TS, One Way Mast Arm Mtd (LED)	4	Ea	$ 1,500.00	$ 6,000.00	$ 2,650.00	$ 10,600.00
19	Casing	24	Ft	$ 225.00	$ 5,400.00	$ 355.00	$ 8,524.00
20	Mast Arm Pole, Cat III	2	Ea	$ 12,000.00	$ 24,000.00	$ 9,852.00	$ 19,704.00
21	Mast Arm, 20 foot, Cat III	2	Ea	$ 10,000.00	$ 20,000.00	$ 9,829.00	$ 19,658.00
22	Mast Arm Pole Fdn, 6 Bolt	30	Ft	$ 650.00	$ 19,500.00	$ 1,265.00	$ 37,950.00
23	Controller, NEMA, ATC Type	1	Ea	$ 6,500.00	$ 6,500.00	$ 8,226.00	$ 8,226.00
	Bid Amount:				$ 149,190.00		$ 181,700.00

CITY OF WYOMING

CITY STANDARD CONTRACT

CITY OF WYOMING, MICHIGAN
(MORE THAN $8,500)
(NO RFP)

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: Strain Electric
[Name of contracting entity]
A Michigan Corporation
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
1701 Steele Ave SW
[Contractor's street address]
Grand Rapids, MI 49507
[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: January 7, 2025. Normally this is the day after the Council meeting at which it is approved.

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 Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods 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 provided before beginning any Work.
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. 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: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

_____
Scott G. Smith, City Attorney

Contractor:

By: Justin Van Eerden
[Signature officer, director, or principal of Contractor]
Justin Van Eerden
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: December 30, 2024

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Contractor attests it complies with and promises it will comply with these Terms and Conditions.

1. Legal Compliance. Contractor and all Contractor's personnel must 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, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. Permits and Inspections. Unless the Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before 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 a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (**HUD**), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2024 (it may be updated), that is General Decision No. MI20240088, dated 01/19/2024, https://sam.gov/wage-determination/MI20240088/1.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200.

3. If project costs are $200,000 or more, HUD Section 3 provisions may require training and employment of low- and very love-income persons. See 24 CFR 75.3(a)(iii) (https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf).

B. If they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

4. Qualifications. Contractor represents and promises that:

A. Contractor and Contractor's personnel will have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not 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 not 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 not 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 not 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 HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: https://usfcr.com. Contractor and all subcontractors 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 City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

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. 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, 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.*, speak English less than very well), Contractor must use language assistance services in communications.

C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

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 Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to

influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the 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 City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify 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 subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.IRS.gov).

B. Payments to Contractor will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to 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 §16. City will pay undisputed amounts 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 City, defend every action brought against City or City's officers or employees for any alleged infringement of 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 action.

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the Proposal includes the use, installation, or acquisition of materials, equipment, supplies or other items:

A. Unless otherwise stated in the Proposal, all materials, equipment, supplies, and items shall be new, the best of their respective kind, and free from defects.

B. Specifications provided by City are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

C. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for such items, and ensure all related warranties are held by or assigned to City.

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules a or promptly replace rejected materials renders 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 Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the Proposal expressly states 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 laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the Proposal states otherwise, Contractor will restore, without expense to 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, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

12. Access to Work. City personnel and representatives must always have access to all the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to inspect the Work.

A. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts. On construction projects state sales taxes are applicable on materials only.

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) 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 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 a City request, allow inspection, auditing and copying of all retained records.

14. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Contractor's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

15. Independent Contractor. Contractor and Contractor's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Contractor is solely responsible Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

A. In case of Contractor's default, 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 City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a 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 16.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 state courts in Kent County, Michigan.

E. In addition to any other remedies to which a 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. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction\Prequalification at https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. 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 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 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.

18. Insurance.

A. 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 these 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. Coverage shall be primary and any other insurance 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	Coverage of shall be primary and any other insurance shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: $500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
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). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than $0. Amount required $_____.	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 $_____.	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. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	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. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, 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) authorized agents of the foregoing.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

C. Reference by office to a City officer includes that City officer's designee(s).

BID FOR CITY OF WYOMING, MICHIGAN
CITY CENTER TRAILS DE HOOP HAWK PEDESTRIAN SIGNAL PROJECT

BID DUE DATE, TIME, AND PLACE

Tuesday, December 17, 2024, 11:00 a.m., local time.
City Clerk's Office, Wyoming City Hall, 1155 28th St SW, Wyoming, MI 49509-0905

BIDDER

Bidder's Name: Strain Electric

Bidder's type of entity: Corporation
(*E.g.*, corporation, partnership, limited liability company, etc.)

Bidder's state of entity formation: Michigan
(*E.g.*, Michigan, Delaware, Ontario, etc.)

Bidder's street address: 1701 Steele Ave SW

Bidder's city, state & zip: Grand Rapids, MI 49507

Name & title of person signing for bidder: Justin Van Eerden, Project Manager

Signer's e-mail address: Justin@StrainElectric.com

Signer's phone #: 616-453-2108 Cell #: 616-250-9393

By signing this bid, the bidder represents, attests, and promises, the bidder:

1. Has reviewed and is familiar with the Project Manual, plans and specifications, any issued addenda and interpretations, the General Conditions, the Supplemental Conditions, and the Agreement between Owner and Contractor.
2. Is complying with (to the extent applicable prior to contract award) and will comply with (upon contract signing) the General Conditions, the Supplemental Conditions, and the Agreement between Owner and Contractor except for any changes the bidder proposes in writing accompanying this bid. This includes the requirements for insurance and for a bid bond, performance bond, and payment bond. This also includes the requirements in Article 16 of the Supplemental Conditions.
3. Is familiar with the Project site and Project site conditions.
4. Accepts full responsibility for its conclusions relative to the nature and probable difficulties of performing the Work and, except as otherwise provided in the Contract Documents, no additional payments will be made by the Owner due to unanticipated difficulties encountered in performing the actual work.
5. Has enclosed a list of proposed Subcontractors, consultants (if any), and major suppliers.
6. Has enclosed a list of key bidder personnel who will be involved in the Work.
7. Has enclosed a list with names of contact persons of similar work the bidder has performed and/or similar projects the bidder has worked on in the past 5 years.
8. Agrees to complete the work according to the following:
    a. Substantial Completion by May 23, 2025.
    b. Final Completion by June 20, 2025.
10. Shall be liable for Liquidated Damages in the amount of $500 per day for each day beyond the dates noted above that the Contractor is not complete.

BID FORM

CITY OF WYOMING
CITY CENTER TRAILS DE HOOP HAWK PEDESTRIAN SIGNAL
PROJECT NUMBER: 71740019

ITEM NO.	DESCRIPTION	QTY.	UNITS	UNIT PRICE	AMOUNT
1	Mobilization, Max ($12,000)	1	LSUM	$12,000.00	$12,000.00
2	Project Cleanup	1	LSUM	$2,000.00	$2,000.00
3	Pavt, Cleaning	1	LSUM	$1,500.00	$1,500.00
4	Minor Traf Devices	1.0	LSUM	$7,500.00	$7,500.00
5	Exploratory Investigation, Vertical	20	Ft	$100.00	$2,000.00
6	Post, Steel, 3 pound	120	Ft	$8.00	$960.00
7	Sign, Type IIIB	47	Sft	$50.00	$2,350.00
8	Reflective Panel for Permanent Sign Support, 3 foot	8	Ea	$35.00	$280.00
9	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	30	Ft	$35.00	$1,050.00
10	Recessing Pavt Mrkg, Transv	60	Sft	$5.00	$300.00
11	Cable, Sec, 600V, 1, 3/C#10	90	Ft	$5.00	$300.00
12	Serv Disconnect, 30A	1	Ea	$1,500.00	$1,500.00
13	Case Sign (LED), One Way, 24 inch by 30 inch	2	Ea	$2,250.00	$4,500.00
14	Push Button Station and Sign	2	Ea	$1,200.00	$2,400.00
15	Cabinet, NEMA Type (Pole Mounted)	1	Ea	$22,500.00	$22,500.00
16	Pedestrian Signal System, Accessible	1	Ea	$4,500.00	$4,500.00
17	TS, Pedestrian, One Way Bracket Arm Mtd (LED) Countdown	2	Ea	$1,000.00	$2,000.00
18	TS, One Way Mast Arm Mtd (LED)	4	Ea	$1,500.00	$6,000.00
19	Casing	24	Ft	$225.00	$5,400.00
20	Mast Arm Pole, Cat III	2	Ea	$12,000.00	$24,000.00
21	Mast Arm, 20 foot, Cat III	2	Ea	$10,000.00	$20,000.00
22	Mast Arm Pole Fdn, 6 Bolt	30	Ft	$650.00	$19,500.00
23	Controller, NEMA, ATC Type	1	Ea	$6,500.00	$6,500.00
	Bid Amount:				$149,190.00

Signed: _____
[Signature for proponent]

Justin Van Eerden, Project Manager
[Printed name and title of person signing]

Date signed: 12/17/2024

_____
[2nd signature for proponent]

Jim Schultz, General Manager
[Printed name and title of 2nd person signing]

Date signed:

DEC 17 2024
Wyoming City Clerk

CNA SURETY

Bid Bond

Bond No. _____

CONTRACTOR:
(Name, legal status and address)
Strain Electric
2151 Beverly Ave SW
Wyoming, MI 49519

SURETY: Western Surety Company: South Dakota Corporation
(Name, legal status and principal place of business)
151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Wyoming
1155 28th Street SW
Wyoming, MI 49509

BOND AMOUNT: Five Percent (5%) Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
City Center Trails De Hoop Hawk Pedestrian Signal Project #71740019
Install signs, push button cross walk stations, pedestrian signal system, and Mast Arm poles
City of Wyoming

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of December, 2024.

_____	_____
(Witness)	*(Principal)* *(Seal)*
Linda Aiken	_____
(Witness) Linda Aiken	*(Title)* Western Surety Company
	(Surety) Ashley Skelly
	(Title) Ashley Skelly, Attorney-in-Fact

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Printed in cooperation with the American Institute of Architects (AIA).
The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Heidi Schluessler, Jerald J VanBuren, Andrew Kapnick, Jason McLelland, Ashley Jane Skelly, Individually

of Adrian, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of April, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 20th day of April, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of December, 2024.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

STRAIN ELECTRIC
COMMERCIAL INDUSTRIAL MAINTENANCE

December 16, 2024

RE: Contract ID: #71740019 – City Center Trails DeHoop HAWK Signals

Strain Electric

1701 Steele Ave. S.W.
Grand Rapids, MI 49507
616-453-2108 Phone

Designation of Key Personnel:

Superintendent:	John VanMaldegen	Cell #:(616)446-9208
	JohnV@strainelectric.com	
Project Manager:	Justin Van Eerden	Cell #: (616) 250-9393
	Justin@strainelectric.com	
Foremen:	Micah Smith	Cell #:(616) 634-6592
	Micah@strainelectric.com	
EEO Officer:	Rose Kuhn	Cell #: (248) 912-9974
	Rose.Kuhn@yourworkorder.com	
Safety Officer:	Jay Nelson	Office #: (616) 723-2581
	Jay@strainelectric.com	
Prime Approver	Kelli Frank	Office #: (248)-675-1425
	Kelli.Frank@yourworkorder.com	
LCP Tracker	Courtney Spreeman	Office #: (248)-912-9974
	Courtney.Spreeman@yourworkorder.com	

9.0% Minority – Hispanic/Black
9.0% Minority – Female

Emergency Phone Number: (616) 453-2108

Subcontractors

- P K Contracting
  - Phone: 248-362-2130
  - Greg Moody
    - greg@pkcontracting.com
  - 30 LF of Pavt Mrkg, Polyirea, 24 inch, Stop Bar
  - 60 SF Recessing Pavement Markings, Transv

Suppliers

- Cat III Mast Arms and uprights
  - Millerbernd Manufacturing Company
    - Phone: 320-485-2111
- Traffic Signals and Associated Hardware
  - Carrier Gabble Inc
    - Phone: 248-477-8700

01/06/25
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO ACCEPT A BID FROM PITSCH COMPANIES
FOR DEMOLITION SERVICES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept a bid from Pitsch Companies for the demolition of the vacant structures at 3040 West Street in the total estimated amount of $25,000.00.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a bid from Pitsch Companies.
2. City Council authorizes the City Manager to sign the contract.

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: January 6, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract

CITY OF WYOMING | COMMUNITY AND ECONOMIC DEVELOPMENT

1155 28th Street SW, Wyoming, MI 49509
616.530.7259 | wyomingmi.gov

Staff Report

Date: December 23, 2024

Subject: Award of Bids for Demolition of Vacant Structures at 3040 West Street

From: Paul Smith, Assistant Director of Community and Economic Development

CC: John Shay, City Manager
Patrick Waterman, Deputy City Manager
Nicole Hofert, Director of Community and Economic Development

Meeting Date: January 6, 2025

RECOMMENDATION

It is recommended that the City Council approve the contract for the demolition of the vacant structures at 3040 West Street.

ALIGNMENT WITH STRATEGIC PLAN

- PILLAR 1 – Community
  - GOAL 4 – Encourage more affordable housing in the city.

DISCUSSION

In the winter of 2023, the City posted the structures at 3040 West Street with a repair/demolish order. The owner chose to appeal that order to the Housing Board of Appeals for the City of Wyoming, which granted the owner 90 days to have the property evaluated by a structural engineer and either present the City with a plan to make the necessary repairs or sell the property.

In the months since that hearing, the property has been sold multiple times. One of the owners did have a structural engineer evaluate the property and determined that the repairs were too costly. The City sent a notice to the current property owner and that owner has chosen not to communicate with the City about the status of the property. The city received one bid outlined below. This Fall, neighboring property owners reached out to the City to inform staff that the property has become an attractive nuisance and young people have been accessing the property. The City sought bids for the demolition of the house and barn in keeping with the repair/demolish order and received one bid summarized below.

3040 West Street Demolition Project

Bidder	Bid Amount
Pitsch Companies	$ 25,000.00

It is recommended that the low bidder, Pitsch Companies be offered the contract for the demolition of the vacant structures at 3040 West Street. Pitsch Companies meets all bid requirements.

The work will begin this Winter with completion in the Winter of 2025.

BUDGET IMPACT
Adequate funds are available in the Building Inspections – Code Enforcement Activity 249-371-37210-937.100.

ATTACHMENTS
Bid – Demolition of Vacant Structures at 3040 West Street

###

CITY OF WYOMING

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN $8,500)
(NO RFP)

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: Pitsch Companies
[Name of contracting entity]
A Michigan Corporation
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
375 Richmond NW
[Contractor's street address]
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: January 7, 2025. Normally this is the day after the Council meeting at which it is approved.

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 Bid/Proposal attached as Exhibit B.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

Work means the services described and specified the Proposal.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods 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 provided before beginning any Work.
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. 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: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

_____
Scott G. Smith, City Attorney

Contractor:

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

Date signed: 12/26/24, 20 24

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Contractor attests it complies with and promises it will comply with these Terms and Conditions.

1. Legal Compliance. Contractor and all Contractor's personnel must 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, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. Permits and Inspections. Unless the Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before 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 a source of payment for the project, Contractor promises to comply with grant agreement terms and conditions that apply to the contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (**HUD**), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2024 (it may be updated), that is General Decision No. MI20240088, dated 01/19/2024, https://sam.gov/wage-determination/MI20240088/1.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200.

3. If project costs are $200,000 or more, HUD Section 3 provisions may require training and employment of low- and very love-income persons. See 24 CFR 75.3(a)(iii) (https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf).

B. If they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

4. Qualifications. Contractor represents and promises that:

A. Contractor and Contractor's personnel will have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not 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 not 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 not 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 not 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 HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: https://usfcr.com. Contractor and all subcontractors 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 City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

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. 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, 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.*, speak English less than very well), Contractor must use language assistance services in communications.

C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

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 Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to

influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the 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 City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify 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 subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.IRS.gov).

B. Payments to Contractor will be made in accordance with the Proposal. If no other terms are provided, payment of an invoice to 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 §16. City will pay undisputed amounts 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 City, defend every action brought against City or City's officers or employees for any alleged infringement of 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 action.

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the Proposal includes the use, installation, or acquisition of materials, equipment, supplies or other items:

A. Unless otherwise stated in the Proposal, all materials, equipment, supplies, and items shall be new, the best of their respective kind, and free from defects.

B. Specifications provided by City are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

C. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for such items, and ensure all related warranties are held by or assigned to City.

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules a or promptly replace rejected materials renders 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 Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the Proposal expressly states 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 laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the Proposal states otherwise, Contractor will restore, without expense to 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, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

12. Access to Work. City personnel and representatives must always have access to all the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to inspect the Work.

A. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts. On construction projects state sales taxes are applicable on materials only.

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) 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 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 a City request, allow inspection, auditing and copying of all retained records.

14. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Contractor's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

15. Independent Contractor. Contractor and Contractor's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Contractor is solely responsible Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

A. In case of Contractor's default, 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 City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a 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 16.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 state courts in Kent County, Michigan.

E. In addition to any other remedies to which a 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. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction\Prequalification at https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. 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 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 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.

18. Insurance.

A. 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 these 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. Coverage shall be primary and any other insurance 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	Coverage of shall be primary and any other insurance shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: $500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
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). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than $0. Amount required $_____.	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 $_____.	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. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	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. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, 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) authorized agents of the foregoing.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

C. Reference by office to a City officer includes that City officer's designee(s).

DEMOLITION BID AND PROPOSAL
BUILDING INSPECTIONS
WYOMING, MICHIGAN

CD-15(di)
(12/13/06)

Contractor:

Job Site:
3040 WEST AVE SW
Wyoming, MI 49519

Phone: 530-7285

BIDDING INFORMATION:

****
* Bid Deadline: Tuesday *
* *
* Date: December 10th, 2024 *
* *
* Time: 11:00 AM *
****

Submit Bids To:

City Clerk's Office
City of Wyoming
1155-28th Street SW
P.O. Box 905
Wyoming, MI 49509-0905

Complete and Submit the following:

1. Bid and Proposal (CD-15(di))
2. Work Write-Up (CD-11(d))
3. Drawings, if any

Include in lower left hand corner of sealed envelope:

1. The words "Demolition Work"
2. Job Site Address
3. Bid Deadline Date

BID AND PROPOSAL:

The undersigned proposes to perform the subject work in strict accordance with the agreement documents within the time limits stated and at the prices stated below.

The undersigned has studied and thoroughly understands this bid and proposal (CD-15(d)), the specifications contained in the attached Demolition Work Write-Up (CD-11(d)) and the attached drawings, if any.

The undersigned has inspected the proposed work at the subject site and states that, to the best of his/her knowledge, the documents are complete and complimentary for the completion of the proposed work.

The undersigned proposes to provide all labor, supervision, equipment, materials, and incidental expenses required to accomplish all of the work described in the attached Demolition Work Write-Up (CD-11(d)), and attached drawings, if any, for the sum of:

$ 25,000.00 (Twenty Five Thousand and no/100 Dollars) and further states that the undersigned shall complete all work within 40 calendar days of issuance of a purchase order. Liquidated damages in the amount of $50.00 per day will be assessed against the final payment in the event the project is not completed within the aforementioned 40 day period.

Pitsch Companies
(Company Name)

(Signature)

12/10/24
(Date)

Name: VACANT | Address: 3040 WEST AVE SW | Phone: VACANT

Date: 11/19/2024

DEMOLITION AND/OR REMOVAL SPECIFICATIONS

1. Prior to starting any work, the Contractor shall provide copies of a proper valid State license and adequate liability insurance for the subject work.

2. Prior to starting any work, the Contractor shall contact the following:
   a. MISS DIG: 1-800-482-7171
   b. Wyoming Engineering Department, for location of water and sewer lines and proper City street barricade procedures: 530-7254

3. Prior to starting any work, the Contractor shall obtain a demolition permit through the City Inspections Office.

4. The Contractor shall have salvage rights on all materials on the site.

5. The Contractor shall furnish all labor, equipment, materials, insurance and permits required to demolish and/or remove the items as specified on the attached site plan from the subject address above.

6 All work shall be performed in compliance with all City Codes and the "City of Wyoming - Standard Construction Specification Manual".

7. The Contractor shall backfill and properly compact any excavated areas with suitable materials to surrounding grade.

8. The demolition shall be completed within 40 days of issuance of a purchase order for said project. Liquidated damages in the amount of $50.00 per day will be assessed against the final payment in the event the project is not completed within the aforementioned 40 day period.

9. The successful bidder shall promptly replace or restore, as the City may determine, any settled soil and damaged improvements which may appear during the one year period subsequent to the date of acceptance. The date of acceptance shall coincide with the date of final payment.

Owner:	Date:
Contractor: Pitsch Companies -	Date: 12/10/24
City Agent:	Date:

REQUIREMENTS FOR RAZING BUILDING

IN THE CITY OF WYOMING, MICHIGAN

1. A building permit to demolish a structure is required. Permit application submittals are processed by the Building Inspections Department, located at 1155 28th St. S.W., Wyoming, MI 49509 (616-530-7285.) Large demolition projects require submittal of a demolition plan and schedule. Permit applications are also available at http://www.wyomingmi.us/Building/PermitInfo.asp#permits.

2. The razing permit holder shall notify all utilities having service connections within the building, such as gas, electric, telephone, three (3) working days prior to commencing any demolition. The Utility protection telephone number is: Miss Dig – 811.

3. The City of Wyoming Engineering Dept. requires three (3) working days notice before commencing demolition in order to locate, mark and document existing sewer and water lines (616-530-7254)

4. The City of Wyoming Utility Billing Department requires three (3) working days notice in order to turn off municipal water supply and remove metering equipment (616-530-7389).

5. Razing permits are issued for thirty (30) days to completion unless extended by the Building Inspector.

6. All combustible materials are to be removed from the lot.

7. All non-combustible rubble may be placed in the basement excavation, however the foundation is to be removed to below frost level (minimum 42" below grade) and the lot must be bulldozed to a clean and level condition. It is recommended that clean fill be compacted and tested in order to facilitate future development.

8. Any septic tanks or dry wells on the property must be pumped out and filled with sand with verification by the City of Wyoming Plumbing Inspector (616-530-7285).

9. Any public water or sewer connection must be cut off at the property line and properly sealed off. The City of Wyoming Plumbing Inspector must inspect and approve the severed connection before the excavation is filled (616-530-7285).

10. Any abandoned private well on the premises must be properly plugged per Department of Environmental Quality requirements by a licensed well drilling contractor and verified by the City of Wyoming Plumbing Inspector (616-530-7285).

11. Any demolition of a structure other than a privately owned privately controlled residence requires a "Notification of Intent to Renovate of Demolish" to be filed with

Name: VACANT | Address: 3040 WEST AVE SW | Phone: VACANT

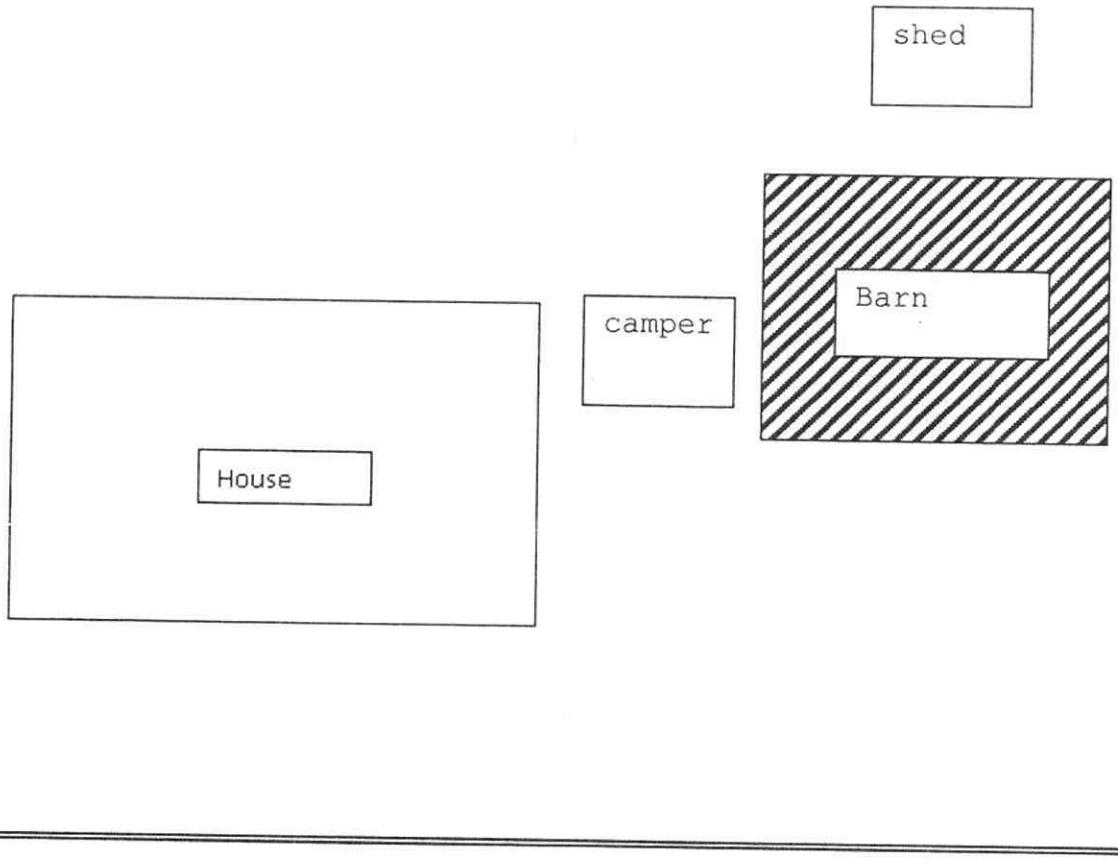
Date: 11/19/2024

Remove and dispose of house, barn, shed, camper & contents. Fill and level to surrounding grade.

Call Devin (616)530-7290 with any questions.

COMMUNITY DEVELOPMENT
Wyoming, Michigan

NORTH (No scale)



Owner:		Date:
Contractor:		Date: 12/10/24
City Agent:		Date:

12/17/24
ME:jat

RESOLUTION NO. _____

RESOLUTION TO EXTEND THE BID
FOR ISOLATED ASPHALT PATCHING
TO A-1 ASPHALT INC.

WHEREAS:

1. On April 15, 2024, the City Council awarded the bid for Isolated Asphalt Patching to A-1 Asphalt, as referenced with Resolution #28021.

2. A-1 Asphalt has agreed to a Contract Extension through March 31, 2026, with a 4% increase on the HMA Asphalt for scheduled work, but all of the other pricing shall remain the same as the 2024 bid.

3. The Public Works Department anticipates spending approximately $600,000 for isolated asphalt patching through March 31, 2026. Sufficient funds exist in the appropriate street, water and sewer fund accounts.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby extends the bid for Isolated Asphalt Patching to A-1 Asphalt Inc. through March 31, 2026.

2. The City Council does hereby authorize the City Manager to execute the contract amendment for Isolated Asphalt Patching.

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:

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract – A-1 Asphalt Inc.

Resolution No. _____

CITY OF WYOMING | PUBLIC WORKS

2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | wyomingmi.gov

Staff Report

Date: December 17, 2024

Subject: Bid Extension for Isolated Asphalt Patching

From: Jodie Theis, Public Services Supervisor

CC: Myron Erickson, P.E., Director of Public Works

Meeting Date: January 6, 2025

RECOMMENDATION:

It is recommended City Council extend the Isolated Patching bid to A-1 Asphalt Inc. per the rates shown on the attached proposal letter. It is also recommended that the City Council authorize the City Manager to execute the contracts.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
  - Goal 3 – Improve City infrastructure and service reliability.

DISCUSSION:

On April 15, 2024, the City Council awarded the bid for Isolated Asphalt Patching to A-1 Asphalt, as referenced with Resolution #28021. A-1 Asphalt has agreed to a Contract Extension through March 31, 2026, with a 4% increase on the HMA Asphalt for scheduled work, but all the other pricing shall remain the same as the 2024 bid.

BUDGET IMPACT:

The Public Works Department anticipates spending approximately $600,000 for isolated asphalt patching through March 31, 2026. Sufficient funds exist in the appropriate street, water and sewer fund accounts.

Attachment(s):
Contract Extension Letter – 12/11/24

A-1 Asphalt Sealing & Repair, Inc.

4634 Division Ave.
Wayland, MI. 49348
PH 616-877-4400 FAX 616-877-4630 (MI only) 800-871-4401 WWW.A1ASPHALTINC.COM
COMMERCIAL*INDUSTRIAL*RESIDENTIAL*MUNICIPAL

Project: Isolated Patching – 2024 Contract

Owner: City of Wyoming

RE: Contract Extension

A1 Asphalt has enjoyed working with the city during the 2024 pave season and would like to extend this contract until March 2026.

We would ask for a $5/ton price increase for the HMA to cover our expected increase from the plant. This would raise our per ton unit cost from $127 to $132 (a roughly 4% price increase on that line item only). All other unit prices would remain the same.

We agree to honor the following unit prices through March 2026.

Pay Item	Unit	A-1 Asphalt Inc.	
		Unit Cost for Full Depth Patch	Unit Cost For 2" Mill & Fills
SCHEDULED WORK			
HMA 4EML Asphalt	TON	$ 132.00	$ 132.00
Removal of Existing Asphalt	SQ. YD.	$ 17.00	$ 10.00
EMERGENCY WORK			
HMA 4EML Asphalt	TON	$ 150.00	$ 150.00
Permanent Winter Mix Asphalt	100 TONS	$ 200.00	$ 200.00
Removal of Existing Asphalt	SQ. YD.	$ 21.00	$ 12.00

A1 Asphalt Inc
4634 Division st.
Wayland, MI 49348
(616) 877-4400

12/11/2024

Authorized Signature Date
Joe Murphy – Sales Manager

CITY OF WYOMING

CONTRACT AMENDMENT

A-1 Asphalt Sealing & Repair, Inc.

This Contract Amendment is to the Isolated Patching- 2024 contract made as of March 18, 2024 (Effective Date) between the City of Wyoming (City) and A-1 Asphalt Sealing & Repair, Inc. (Contractor)

RECITALS

A. City wishes to add additional service time to the Isolated Patching -2024 contract. (Added Services).
B. Contractor submitted a proposal dated December 11, 2024, for an additional length of services, copy of which is attached as Exhibit A (Proposal):

TERMS AND CONDITIONS

In exchange for the consideration in and referred by this Amendment, including the compensation stated in the proposal, the parties agree:

1. Contractor will perform the Added Services for the compensation stated in the Proposal.
2. All other terms of the Contractor Services Contract remain in full effect.

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

City of Wyoming

By:_____
John Shay, City Manager

Date signed: _____, 202__

Approved as to form:

_____
Scott G. Smith, City Attorney

A-1 Asphalt Sealing & Repair, Inc.

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

Joe Murphy - Sales Manager
[Typed/Printed Name & Title of Person Signing for Professional]

Date signed: Dec 13th, 2024

EXHIBIT A
PROPOSAL

A-1 Asphalt Sealing & Repair, Inc.

4634 Division Ave.
Wayland, MI. 49348
PH 616-877-4400 FAX 616-877-4630 (MI only) 800-871-4401 WWW.A1ASPHALTINC.COM
COMMERCIAL*INDUSTRIAL*RESIDENTIAL*MUNICIPAL

Project: Isolated Patching – 2024 Contract

Owner: City of Wyoming

RE: Contract Extension

A1 Asphalt has enjoyed working with the city during the 2024 pave season and would like to extend this contract until March 2026.

We would ask for a $5/ton price increase for the HMA to cover our expected increase from the plant. This would raise our per ton unit cost from $127 to $132 (a roughly 4% price increase on that line item only). All other unit prices would remain the same.

We agree to honor the following unit prices through March 2026.

Pay Item	Unit	A-1 Asphalt Inc.	
		Unit Cost for Full Depth Patch	Unit Cost For 2" Mill & Fills
SCHEDULED WORK			
HMA 4EML Asphalt	TON	$ 132.00	$ 132.00
Removal of Existing Asphalt	SQ. YD.	$ 17.00	$ 10.00
EMERGENCY WORK			
HMA 4EML Asphalt	TON	$ 150.00	$ 150.00
Permanent Winter Mix Asphalt	100 TONS	$ 200.00	$ 200.00
Removal of Existing Asphalt	SQ. YD.	$ 21.00	$ 12.00

A1 Asphalt Inc
4634 Division st,
Wayland, MI 49348
(616) 877-4400

12/11/2024

Authorized Signature Date
Joe Murphy – Sales Manager

12/17/24
ME:jat

RESOLUTION NO. _____

RESOLUTION TO AWARD A BID
FOR CURED-IN-PLACE PIPE LINING
TO WASTE RECOVERY SYSTEMS

WHEREAS:

1. On Tuesday, December 17, 2024, the City received four bids for Cured-In-Place Pipe Lining.

2. The Public Works Department recommends that the City Council award the bid cured-in-place pipe lining to the overall low bidder, Waste Recovery Systems for fiscal year 2025.

3. The cost of the cured-in-place pipe lining is anticipated to be approximately $425,000 for work performed during the 2025 fiscal year. Sufficient funds exist in the appropriate sewer fund accounts.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the bid for Cured-In-Place Pipe Lining to Waste Recovery Systems for fiscal year 2025.

2. The City Council does hereby authorize the City Manager to execute the contract for Cured-In-Place Pipe Lining.

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:

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract – Waste Recovery Systems

CITY OF WYOMING | PUBLIC WORKS

2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | wyomingmi.gov

Staff Report

Date: December 17, 2024

Subject: Bid Award for Cured-In-Place Pipe Lining

From: Jodie Theis, Public Services Supervisor

CC: Myron Erickson, P.E., Director of Public Works

Meeting Date: January 6, 2025

RECOMMENDATION:

It is recommended City Council award the bid for cured-in-place pipe lining to the overall low bidder, Waste Recovery Systems, at the unit prices shown on the Tabulation of Bids for fiscal year 2025. It is also recommended that the City Council authorize the City Manager to execute the contract.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
  - Goal 3 – Improve City infrastructure and service reliability.

DISCUSSION:

On Tuesday, December 17, 2024, the City received four bids for cured-in-place pipe lining. Invitations to bid were sent to thirty-two prospective bidders, and the specifications were picked up by seven pre-qualified bidders. Waste Recovery Systems submitted the lowest bid. Although their rates are slightly higher for the four largest diameters of pipe, their overall cost structure represents the lowest bid because we line more smaller diameter pipes than the larger diameter.

Cured-in-place pipe lining 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. Because no digging is involved, this process is more cost-effective and less disruptive than having to replace the pipe section. A spot/point repair is occasionally installed before lining if there is a lot of ground water infiltration.



BUDGET IMPACT:

The Public Works Department anticipates spending approximately $425,000 for cured-in-place pipe lining in fiscal year 2025. There is a 10% overall increase in unit costs from fiscal year 2024. Sufficient funds exist in the appropriate sewer fund accounts.

Attachment(s):
Bid Tabulations – 12/17/24

CITY OF WYOMING

TABULATION OF BIDS

ON CURED-IN-PLACE PIPE LINING - BID # 2237

Opened By The City Clerk On December 17, 2024 At 11:00 a.m.

Item	Estimated Quantity (LF)	Bidders			
		Corby Energy Services	Insituform	Plummer's Env. Services	Waste Recovery Systems
Cured-In-Place Pipe Lining					
8" Unit Price/ L.F.	**5,244.90**	$50.00	$47.82	$48.00	$45.00
10" Unit Price/ L.F.	**148.3**	$105.00	$65.97	$70.00	$49.00
12" Unit Price/ L.F.	**543.80**	$74.00	$71.91	$78.00	$62.00
15" Unit Price/ L.F.	**814.9**	$75.00	$92.89	$100.00	$79.50
18" Unit Price/ L.F.	**0**	$95.00	$100.00	$133.00	$105.00
21" Unit Price/ L.F.	**341.7**	$110.00	$130.76	$151.00	$162.00
24" Unit Price/ L.F.	**0**	$140.00	$150.00	$172.00	$177.00
27" Unit Price/ L.F.	**0**	$160.00	$165.00	$195.00	$220.00
Protruding Tap Removal Unit Price (ea.)	**10**	$350.00	$169.58	$150.00	$200.00
Directional Spot/Point Repairs (Each)					
8" Diameter	**N/A**	$2,900.00	$3,301.84	$3,000.00	$3,650.00
10" Diameter	**N/A**	$3,000.00	$3,354.06	$3,100.00	$3,900.00
12" Diameter	**N/A**	$3,200.00	$3,669.00	$3,300.00	$4,500.00
15" Diameter	**N/A**	$3,500.00	$3,932.61	$4,000.00	$4,900.00
18" Diameter	**N/A**	$3,800.00	$3,404.98	$4,200.00	$6,250.00
21" Diameter	**N/A**	$4,200.00	$3,734.50	$5,000.00	$7,320.00
24" Diameter	**N/A**	$4,200.00	$3,734.50	$5,000.00	$7,800.00
27" Diameter	**N/A**	$6,500.00	$4,714.05	$6,000.00	$8,700.00

CONTRACT FORM

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

City Standard Contract for Cured-In-Place Pipe Lining

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

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

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

"Contractor" means:

Waste Recovery Systems, Inc
LEGAL NAME OF COMPANY

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

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

4750 Clyde Park Ave SW
ADDRESS

Wyoming | MI | 49509
CITY | STATE | ZIP CODE

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

Terms and Conditions

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

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

   None

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

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

City of Wyoming:

By: _____
John Shay, City Manager

Date signed: _____, 202__

Approved as to form:

_____
Scott G. Smith, City Attorney

Contractor:

Waste Recovery Systems
[Type or print Contractor's name]

By: _____
Signature for bidder

Brian Flickinger
Printed name of person signing for bidder

Project Manager
Title of person signing for bidder

Date signed: December 16th, 2024

12/17/24
ME:jat

RESOLUTION NO. _____

RESOLUTION TO AWARD A BID
FOR MEDIAN & MISCELLANEOUS LANDSCAPE MAINTENANCE (2025 – 2027)
TO HEYBOER LANDSCAPE MAINTENANCE, PRO-MOW LAWN CARE
AND SUPERIOR LANDSCAPE MANAGEMENT

WHEREAS:

1. On Tuesday, December 17, 2024, the City received four bids for Median & Miscellaneous Landscape Maintenance.

2. The Public Works Department recommends that the City Council award the bid for Zone 1 to Pro-Mow Lawn Care, Zone 2 to Superior Landscape Management and Zone 3 to Heyboer Landscape Maintenance for calendar years 2025 – 2027.

3. The cost of the median and miscellaneous landscape maintenance is anticipated to be approximately $219,000 for work performed during the 2025 calendar year. Sufficient funds exist in the appropriate major street and local street accounts.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the bid for median and miscellaneous landscape maintenance to Heyboer Landscape Maintenance, Pro-Mow Lawn Care and Superior Landscape Management for calendar years 2025 – 2027.

2. The City Council does hereby authorize the City Manager to execute the contracts for Median & Miscellaneous Landscape Maintenance (2025 – 2027).

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:

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract – Heyboer Landscape Maintenance
Contract – Pro-Mow Lawn Care
Contract – Superior Landscape Management

CITY OF WYOMING | PUBLIC WORKS

2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | wyomingmi.gov

Staff Report

Date: December 17, 2024

Subject: Bid Award for Median & Miscellaneous Landscape Maintenance (2025 – 2027)

From: Jodie Theis, Public Services Supervisor

CC: Myron Erickson, P.E., Director of Public Works

Meeting Date: January 6, 2025

RECOMMENDATION:

It is recommended City Council award the bid for median and miscellaneous landscape maintenance for Zone 1 to Pro-Mow Lawn Care, for Zone 2 to Superior Landscape Management and for Zone 3 to Heyboer Landscape Maintenance, at the unit prices shown on the Tabulation of Bids for calendar years 2025 – 2027. It is also recommended that the City Council authorize the City Manager to execute the contracts.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
  - Goal 3 – Improve City infrastructure and service reliability.

DISCUSSION:

On Tuesday, December 17, 2024, the City received four bids for median and miscellaneous landscape maintenance for the calendar years 2025 – 2027. Invitations to bid were sent to thirty-five prospective bidders, and the specifications were picked up by five pre-qualified bidders. Pro-Mow Lawn Care was the low bidder for Zone 1, Superior Landscape Management was the low bidder for Zone 2 and Heyboer Landscape Maintenance was the low bidder for Zone 3.

The Public Works Department provides lawn care maintenance for all medians, 142 cul-de-sacs, and other miscellaneous parcels throughout the City. This maintenance includes mowing, fertilization, and weed control of grass medians and the mowing of the cul-de-sacs and miscellaneous parcels.

BUDGET IMPACT:

The cost of median and miscellaneous landscape maintenance is anticipated to be approximately $219,000 for work performed during calendar year 2025, which is a 3% overall decrease in cost of calendar year 2024. Sufficient funds exist in the appropriate major street and local street accounts.

Attachment(s):
Bid Tabulations – 12/17/24

CITY OF WYOMING

TABULATION OF BIDS

ON MEDIAN & MISCELLANEOUS LANDSCAPE MAINTENANCE (2025-2027) - BID # 2238

Opened By The City Clerk On December 17, 2024 At 11:00 a.m.

Zone/Year		Unit	Heyboer Landscape Maintenance	J & F Lawn and Snow Service	Pro-Mow Lawn Care & Landscaping	Superior Landscape Management
ZONE #1	2025	LUMP SUM	NO BID	$ 86,000.00	$ 77,000.00	$ 78,000.00
	2026	LUMP SUM	NO BID	$ 88,500.00	$ 78,540.00	$ 80,000.00
	2027	LUMP SUM	NO BID	$ 91,200.00	$ 80,110.00	$ 82,000.00
ZONE #2	2025	LUMP SUM	NO BID	$ 88,500.00	$ 91,000.00	$ 85,000.00
	2026	LUMP SUM	NO BID	$ 91,100.00	$ 92,820.00	$ 87,000.00
	2027	LUMP SUM	NO BID	$ 93,800.00	$ 94,676.00	$ 89,000.00
ZONE #3	2025	LUMP SUM	$ 57,077.00	$ 102,400.00	$ 95,000.00	$ 92,000.00
	2026	LUMP SUM	$ 57,077.00	$ 105,500.00	$ 96,900.00	$ 94,000.00
	2027	LUMP SUM	$ 57,077.00	$ 108,600.00	$ 98,838.00	$ 96,000.00

Additional Miscellaneous Locations:

Mowing	PER .10 ACRE PER MONTH	$ 28.00	$ 60.00	$ 65.00	$ 70.00
Broadleaf Weed Control	PER .10 ACRE PER APPLICATION	$ 22.00	$ 50.00	$ 55.00	$ 60.00
Fertilization	PER .10 ACRE PER APPLICATION	$ 10.00	$ 54.00	$ 60.00	$ 65.00
Weed Control in Concrete Areas	PER .10 ACRE PER APPLICATION	$ 28.00	$ 62.00	$ 70.00	$ 75.00

Maximum # of Zones to Maintain	1	2	3	3
Order of Preference	Z3	Z2, Z1, Z3	Z1, Z2, Z3	No Preference

CONTRACT FORM

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

City Standard Contract for Median & Miscellaneous Landscape Maintenance (2025 – 2027)

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

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

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

"Contractor" means:

Heyboer Landscape Maintenance, Inc.
LEGAL NAME OF COMPANY

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

4735 8th St
ADDRESS

Caledonia	Michigan	49316
CITY	STATE	ZIP CODE

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

Terms and Conditions

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

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

   None.
4. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming:

By: _____
John Shay, City Manager

Date signed: _____, 202__

Approved as to form: _____
Scott G. Smith, City Attorney

Heyboer Landscape Maintenance, Inc.:

By: _____
Signature for bidder

Nick Heyboer
Printed name of person signing for bidder

President / owner
Title of person signing for bidder

Date signed: December 18, 2024

CONTRACT FORM

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

City Standard Contract for Median & Miscellaneous Landscape Maintenance (2025 – 2027)

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

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

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

"Contractor" means:

Pro-Mow Lawncare, LLC
LEGAL NAME OF COMPANY

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

2560 100th Street
ADDRESS

Byron Center	Michigan	49315
CITY	STATE	ZIP CODE

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

Terms and Conditions

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

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

   None.
4. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming:

By: _____
John Shay, City Manager

Date signed: _____, 202__

Approved as to form: _____
Scott G. Smith, City Attorney

Pro-Mow Lawncare, LLC:

By: Christopher Oxford
Signature for bidder

Chris Oxford
Printed name of person signing for bidder

Commercial Account Manager
Title of person signing for bidder

Date signed: December 18th, 2024

CONTRACT FORM

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

City Standard Contract for Median & Miscellaneous Landscape Maintenance (2025 – 2027)

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

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

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

"Contractor" means:

Superior Landscape Management, L.L.C.
LEGAL NAME OF COMPANY

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

4310 84th St SW
ADDRESS

Byron Center | Michigan | 49315
CITY | STATE | ZIP CODE

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

Terms and Conditions

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

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

   None.

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

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

City of Wyoming:

By: _____
John Shay, City Manager

Date signed: _____, 202__

Approved as to form:

_____
Scott G. Smith, City Attorney

Superior Landscape Management, L.L.C.:

By: _____
Signature for bidder

Brian Kamstra
Printed name of person signing for bidder

Owner
Title of person signing for bidder

Date signed: December 18, 2024

12/18/24
ME:jat

RESOLUTION NO. _____

RESOLUTION TO AWARD A BID
FOR TREE TRIMMING AND REMOVAL (2025 – 2027)
TO ALPINE TREE SERVICE, CHOP, MONARCH TREE SERVICE, TREEWORKS
AND WISE OWL TREE COMPANY

WHEREAS:

1. On Tuesday, November 19, 2024, the City received five bids for Tree Trimming and Removal.

2. The Public Works Department recommends that the City Council award the tree trimming and removal bid to Alpine Tree Service, CHOP, Monarch Tree Service, Treeworks and Wise Owl Tree Co. for calendar years 2025 – 2027.

3. The cost of the tree trimming and removal is anticipated to be approximately $150,000 for work performed during the 2025 calendar year. Sufficient funds exist in the appropriate water, sewer and solid waste accounts.

NOW, THEREFORE, BE IT RESOLVED:

1. The City Council hereby awards the bid for tree trimming and removal to Alpine Tree Service, CHOP, Monarch Tree Service, Treeworks and Wise Owl Tree Co. for calendar years 2025 – 2027.

2. The City Council does hereby authorize the City Manager to execute the contracts for Tree Trimming and Removal (2025 – 2027).

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:

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contract – Alpine Tree Service
Contract – CHOP
Contract – Monarch Tree Service
Contract – Treeworks
Contract – Wise Owl Tree Co

Resolution No. _____

CITY OF WYOMING | PUBLIC WORKS

2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | wyomingmi.gov

Staff Report

Date: December 10, 2024

Subject: Bid Award for Tree Trimming and Removal (2025 – 2027)

From: Jodie Theis, Public Services Supervisor

CC: Myron Erickson, P.E., Director of Public Works

Meeting Date: January 6, 2025

RECOMMENDATION:

It is recommended City Council award the bid for tree trimming and removal to Alpine Tree Service, CHOP, Monarch Tree Service, Treeworks and Wise Owl Tree Co., at the unit prices shown on the Tabulation of Bids for calendar years 2025 – 2027. It is also recommended that the City Council authorize the City Manager to execute the contracts.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
    - Goal 3 – Improve City infrastructure and service reliability.

DISCUSSION:

On Tuesday, November 19, 2024, the City received five bids for tree trimming and removal for the calendar years 2025 – 2027. Invitations to bid were sent to twenty-two prospective bidders, and the specifications were picked up by five pre-qualified bidders. Treeworks and Wise Owl Tree Company have indicated that they only want to be utilized for emergency storm work, i.e. tornado, straight-line winds, etc. Alpine Tree Service, CHOP and Monarch Tree Service will be utilized for the scheduled and emergency tree work and will be selected based on the lowest cost for the diameter of the tree and the company's availability. CHOP will be utilized for, and was the lowest overall bidder for the Area Tree Trimming/Block Pruning.

The Public Works Department utilizes the tree trimming and removal contractors to reduce the amount of dead, dying, damaged and diseased trees within the City. Tree trimming and removal also decreases the risk of tree damage liabilities and assists in sustaining public and private property values. The Public Works department will also utilize the contractors for emergency storm work and clean up.

BUDGET IMPACT:

The Public Works Department is anticipating an estimated yearly total of $150,000 for tree trimming and removals. Sufficient funds exist in the appropriate water, sewer and solid waste accounts.

Attachment(s):
Bid Tabulations – 11/19/24

CITY OF WYOMING

TABULATION OF BIDS
FOR TREE TRIMMING AND REMOVAL (2025-2027) - BID # 2234
OPENED BY THE CITY CLERK ON NOVEMBER 19, 2024 AT 11:00 A.M.

AREA TREE TRIMMING AND DISPOSAL																
Pay Item	Unit	2025					2026					2027				
		ALPINE TREE SERVICE	CHOP	MONARCH TREE SERVICE	TREE-WORKS	WISE OWL TREE CO.	ALPINE TREE SERVICE	CHOP	MONARCH TREE SERVICE	TREE-WORKS	WISE OWL TREE CO.	ALPINE TREE SERVICE	CHOP	MONARCH TREE SERVICE	TREE-WORKS	WISE OWL TREE CO.
AREA 1	EA		$18,702.44	$ 31,500.00	$ 29,400.00	$ 33,061.00		$19,113.89	$ 32,445.00	$ 30,000.00	$ 34,051.00		$19,534.40	$ 33,418.35	$ 31,400.00	$ 35,011.00
AREA 2	EA		$ 8,026.80	$ 32,000.00	$ 29,400.00	$ 33,526.00		$ 8,203.39	$ 32,960.00	$ 30,000.00	$ 34,516.00		$ 8,383.86	$ 33,948.00	$ 31,400.00	$ 35,416.00
AREA 3	EA		$16,040.20	$ 21,200.00	$ 29,400.00	$ 22,850.00		$16,393.08	$ 21,836.00	$ 30,000.00	$ 23,840.00		$16,753.73	$ 22,491.00	$ 31,400.00	$ 24,740.00
AREA 4	EA		$ 8,829.48	$ 24,400.00	$ 29,400.00	$ 26,100.00		$ 9,023.73	$ 25,132.00	$ 30,000.00	$ 27,090.00		$ 9,222.25	$ 25,885.00	$ 31,400.00	$ 27,990.00
AREA 5	EA		$20,067.00	$ 27,600.00	$ 29,400.00	$ 29,348.00		$20,508.47	$ 28,428.00	$ 30,000.00	$ 30,338.00		$20,959.66	$ 29,280.00	$ 31,400.00	$ 31,238.00
AREA 6	EA		$15,250.92	$ 20,200.00	$ 29,400.00	$ 21,922.00		$15,586.44	$ 20,806.00	$ 30,000.00	$ 22,912.00		$15,929.34	$ 21,430.00	$ 31,400.00	$ 23,812.00
AREA 7	EA		$16,053.60	$ 33,200.00	$ 29,400.00	$ 34,918.00		$16,406.78	$ 34,196.00	$ 30,000.00	$ 35,908.00		$16,767.73	$ 35,221.00	$ 31,400.00	$ 36,808.00

STUMP GRINDING ONLY - SCHEDULED WORK - UNIT COST																					
Tree Diameter	Unit	2025					2026					2027									
		ALPINE TREE SERVICE	CHOP	MONARCH TREE SERVICE	TREE-WORKS	WISE OWL TREE CO.	ALPINE TREE SERVICE	CHOP	MONARCH TREE SERVICE	TREE-WORKS	WISE OWL TREE CO.	ALPINE TREE SERVICE	CHOP	MONARCH TREE SERVICE	TREE-WORKS	WISE OWL TREE CO.					
<6"	EA	$ 117.00	$ 80.00	$ 85.00	$ 50.00	$ 96.00	$ 120.00	$ 82.40	$ 86.00	$ 55.00	$ 100.00	$ 123.00	$ 84.87	$ 87.00	$ 60.00	$ 104.00					
6"-12"	EA	$ 117.00	$ 112.00	$ 110.00	$ 70.00	$ 123.00	$ 120.00	$ 115.36	$ 111.00	$ 75.00	$ 127.00	$ 123.00	$ 118.82	$ 112.00	$ 80.00	$ 131.00					
12"-18"	EA	$ 210.00	$ 175.00	$ 185.00	$ 140.00	$ 204.00	$ 220.00	$ 180.25	$ 186.00	$ 150.00	$ 210.00	$ 230.00	$ 185.66	$ 187.00	$ 160.00	$ 216.00					
18"-24"	EA	$ 280.00	$ 290.00	$ 312.00	$ 300.00	$ 344.00	$ 290.00	$ 298.70	$ 313.00	$ 325.00	$ 355.00	$ 300.00	$ 307.66	$ 314.00	$ 350.00	$ 365.00					
24"-30"	EA	$ 390.00	$ 365.00	$ 410.00	$ 425.00	$ 450.00	$ 400.00	$ 375.95	$ 411.00	$ 450.00	$ 463.00	$ 410.00	$ 387.23	$ 412.00	$ 500.00	$ 476.00					
30"-36"	EA	$ 450.00	$ 480.00	$ 585.00	$ 600.00	$ 654.00	$ 460.00	$ 494.40	$ 586.00	$ 650.00	$ 672.00	$ 470.00	$ 509.23	$ 587.00	$ 700.00	$ 690.00					
>36"	EA	$ 500.00	$ 610.00	$ 740.00	$ 700.00	$ 814.00	$ 510.00	$ 628.30	$ 741.00	$ 750.00	$ 838.00	$ 520.00	$ 647.15	$ 742.00	$ 800.00	$ 862.00					

EMERGENCY VEHICLE, EQUIPMENT AND LABORER LIST																					
Item	Quantity Available	2025					2026					2027									
		ALPINE TREE	CHOP	MONARCH TREE	TREE-WORKS	WISE OWL TREE CO.	ALPINE TREE	CHOP	MONARCH TREE	TREE-WORKS	WISE OWL TREE CO.	ALPINE TREE	CHOP	MONARCH TREE	TREE-WORKS	WISE OWL TREE CO.					

CITY OF WYOMING

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN $8,500)
(WITH RFP)

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: Alpine Tree Service, LLC
[Name of contracting entity]
A Michigan limited liability company
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
42 E 88th Street
[Contractor's street address]
Newaygo, MI 49337
[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: January 7, 2025. Normally this is the day after the Council meeting at which it is approved.

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

Proposal means Contractor's Bid/Proposal attached as Exhibit C.

RFP means the Request for Bids/Proposals attached as Exhibit B and includes all plans and drawings referred to in it.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods as detailed in the RFP as modified by the Proposal.
2. City will pay the Contractor in accordance with the RFP as modified by 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:

   Contractor shall provide services in the following categories outlined in the bid package: 1) Tree trimming and disposal of branches – Scheduled 2) Tree trimming and disposal of branches – Emergency work. 3) Tree removal, including stump removal – Scheduled. 4) Tree removal, including stump removal - Emergency work. 5) Stump grinding only – Scheduled. 6) Emergency vehicle, equipment and laborer list.
   [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 provided before beginning any Work.
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by 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: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

_____
Scott G. Smith, City Attorney

Alpine Tree Service, LLC

By: Cory Koernke
[Signature officer, director, or principal of Contractor]
Cory Koernke/ Account Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: Dec 18th, 2024

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Contractor attests it complies with and promises it will comply with these Terms and Conditions.

1. Legal Compliance. Contractor and all Contractor's personnel must 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, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. Permits and Inspections. Unless the RFP or Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. Grant Compliance. If the RFP identifies state or federal grant funds as a source of payment for the project, Contractor (i) represents it has reviewed the grant agreement and (ii) will comply with grant agreement terms and conditions that apply to this Contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (**HUD**), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2024 (it may be updated), that is General Decision No. MI20240088, dated 01/19/2024, https://sam.gov/wage-determination/MI20240088/1.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200.

3. If project costs are $200,000 or more, HUD Section 3 provisions may require training and employment of low- and very love-income persons. See 24 CFR 75.3(a)(iii) (https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf).

B. If the RFP indicates they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

4. Qualifications. Contractor represents and promises that:

A. Contractor and Contractor's personnel must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not 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 not 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 not 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 not 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 HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: https://usfcr.com. Contractor and all subcontractors 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 City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

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. 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, 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.*, speak English less than very well), Contractor must use language assistance services in communications.

C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

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 Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that

would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the 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 City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify 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 subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.IRS.gov).

B. Payments to Contractor will be made in accordance with the RFP. If no other terms are provided, payment of an invoice to 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 §17. City will pay undisputed amounts 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 City, defend every action brought against City or City's officers or employees for any alleged infringement of 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 action.

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the RFP calls for the use, installation, or acquisition of materials, equipment, supplies or other items:

A. Unless otherwise stated in the RFP, all materials, equipment, supplies, and items shall be new, the best of their respective kind, and free from defects.

B. Specifications in RFP are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

C. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for such items, and ensure all related warranties are held by or assigned to City.

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules a or promptly replace rejected materials renders 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 Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the RFP or Proposal expressly states 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 laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the RFP states otherwise, Contractor will restore, without expense to 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, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

12. Access to Work. City personnel and representatives must always have access to all the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to inspect the Work.

A. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts. On construction projects state sales taxes are applicable on materials only.

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) 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 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 a City request, allow inspection, auditing and copying of all retained records.

14. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Contractor's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

15. Independent Contractor. Contractor and Contractor's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Contractor is solely responsible Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

A. In case of Contractor's default, 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 City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a 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 16.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 state courts in Kent County, Michigan.

E. In addition to any other remedies to which a 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. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction\Prequalification at https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. 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 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 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.

18. Insurance.

A. Unless otherwise provided in the RFP, 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 these 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. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): $2,000,000 per person	Coverage shall be primary and any other insurance shall be secondary and/or excess.
$2,000,000 per occurrence	
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: $500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
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). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than $0. Amount required $_____.	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 $_____.	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. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	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. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, 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) authorized agents of the foregoing.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

C. Reference by office to a City officer includes that City officer's designee(s).

CITY OF WYOMING

REQUEST FOR BIDS

The City of Wyoming, Michigan is requesting bids for the services or project generally referred to as:

Tree Trimming and Removal (2025 – 2027)

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

Specifications and Bidding Documents shall be issued only to Bidders who have been qualified by the City of Wyoming. A Bidder who has not been pre-qualified shall submit the required pre-qualification information at least seven (7) days prior to the date bids are due. The Public Works Department may pre-qualify Contractors who have worked for the City of Wyoming in the past three (3) years without submitting the pre-qualification information. The Public Works Department will have the bid specifications available to only pre-qualified bidders on NOVEMBER 4, 2024.

Due Date and Time

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

Due date and time:	Tuesday, November 19, 2024, 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 (USPS) for delivery, add PO Box 905 to the mailing address above.

All bids must include the fully signed Bid Proposal Form and all other required information submitted in a sealed envelope and plainly labeled: **"TREE TRIMMING AND REMOVAL (2025 – 2027)"**

Bidders are solely responsible for ensuring delivery by the required date and time. Any bid, 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 above specified due date and time, will not be opened and will be returned to the bidder. **Bids will not be accepted by e-mail or other form of electronic delivery.**

Bids received will be publicly opened and read immediately following the receiving date/time specified above.

Pre-Bid Meeting

A pre-bid meeting will not be held.

Questions, Interpretations and Addenda

Questions about or requests for interpretation of this request for bids, any of the plans and specifications, or any bid requirements may be directed via e-mail to Ross.VanderLugt@wyomingmi.gov. No questions or interpretations will be issued later than 24 hours before the due date for bids. Questions will not be answered by phone or in other oral communication. Addendums, answers to questions or interpretations that may be of general interest to all Bidders will be emailed to all that received the bid. Information on all changes, addendums, answers to questions or interpretations will also be available at the City's Public Works Department, 2660 Burlingame Ave SW, Wyoming, MI 49509.

It is the Bidder'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 shall be bound by such changes or addenda.

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GENERAL BID INFORMATION

Bidders shall familiarize themselves with this bid document, standard terms and conditions, plans, specifications (including any issued addenda and interpretations), the work required, and site conditions prior to submitting its bid to ensure the fulfillment of the intent of the bid and contract documents.

Bid Requirements

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

Any bidder may withdraw his/her bid at any time prior to the scheduled time for the bid opening.

All bidders are responsible for the following in preparing and submitting a bid:

1. Reviewing and being familiar with this request for bid 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 will be posted on the City's website when issued. No addenda or interpretations will be issued later than 4 days before the due date for bids.
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, the bidder 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 in this bid document are for reference only and need not be returned with the bid. They will, however, be part of the contract documents.

Bid Opening and Tabulation

Bids will be publicly opened and read immediately following the due date and time stated on page 1 of this bid document. Bids will be tabulated by Wyoming City staff working in conjunction with any design professional or other consultant identified in the specifications or contract document(s).

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

City's Reservation of Rights

The City reserves the rights to:

1. Cancel any bid, order, and/or contract in whole or in part without penalty due to failure of the bidder/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 using quoted unit prices,
5. Review the experience, qualifications, and other information about any bidder and any identified subcontractor(s) and consultant(s) submitted as part of the bid,

6. Make inquiries of others about, or investigate any bidder, any identified subcontractor(s) or consultant(s), and any of their personnel,
7. Require background checks of the personnel of any bidder or identified subcontractor or consultant of any bidder to be undertaken at the expense of the bidder,
8. Negotiate with one or more selected bidder(s), and
9. Award the contract in a manner and to such bidder as deemed to be in the best interest of the City.

General Description of Consideration Process

Consideration of bids typically involves (i) review and tabulation of the bids and accompanying information, (ii) review of bid alternates and any provided samples, (iii) recommendation from the outside design professional (if identified in the plans and specifications), (iv) contacts of references and those for whom bidders 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 bidder, and (vii) City Council award of the contract. The 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, (i) the bidder's experience and expertise, (ii) the bidder's reputation, (iii) previous City experience with a bidder, (iv) the experience, expertise, reputation, and previous City experience with the bidder's identified subcontractors and consultants, and (v) other factors may be as or more important with respect to the award of any particular bid.

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

Because these are contract terms and conditions, the term "Contractor" is used to refer to the bidder 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 must 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 specifications or the submitted bid state otherwise, Contractor shall, without expense to the City, obtain all necessary 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 it has reviewed or is otherwise familiar with the grant requirements and (ii) it agrees to comply with any grant agreement terms and conditions that apply to the contract. **NO GRANT FUNDS ARE USED IN THIS CONTRACT.**

   A. Federal grant funds, specifically Community Development Block Grant funds, will be used for this contract. Davis-Bacon Act, prevailing wages requirements, and other federal requirements apply. Wage rate information may be referenced at https://sam.gov/content/wage-determinations.

   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.

   D. NOTE THAT SOME STATE GRANTS NOW REQUIRE PAYMENT OF PREVAILING WAGES.

   E. SOME FEDERAL GRANTS AND STATE GRANTS USING FEDERAL FUNDS MAY ALSO REQUIRE "BUY AMERICAN" COMPLIANCE.

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 this contract.

   B. Neither Contractor nor any subcontractor or any of their respective principals, owners, officers, shareholders, key employees, directors, members or partners (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracts by any federal

department or agency; (ii) have within the last 3-years been convicted of or had a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract; violating federal or state antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) is presently indicted for or criminally charged by a governmental entity with committing any of the offenses listed in this certification; or (iv) has within the last 3-years had one or more public contracts 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. **NO CDBG FUNDS ARE USED IN THIS CONTRACT.**

D. Contractor and any subcontractor will register on the Federal SAM Registry available at: https://usfcr.com.

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

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

G. Contractor and subcontractors may be required to obtain clearance or sign forms consenting to review by and clearance from state or federal agencies that enforce or review compliance with these requirements.

5. Diversity and Inclusion. Contractor and all Contractor's subcontractors, suppliers and consultants, will not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment, or matters related to employment because of religion, race, color, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the employee's or applicant's ability to perform the duties of a particular job or position. Contractor and all Contractor's subcontractors, suppliers and consultants will comply with all applicable laws, rules, regulations regarding discrimination and inclusion (*e.g.*, Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and those identified at the following website: https://www.eeoc.gov/).

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 contract.

B. No owner, director, officer, member, partner or key employee of Contractor and no owner, director, officer, member, partner or key employee 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 any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its bid.

C. Contractor will immediately notify the City of any subsequently discovered violation of these standards.

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 except in accordance with the City Manager's prior written 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 contact identified on page 1 of this bid an IRS W-9 form (available at https://www.irs.gov/pub/irs-pdf/fw9.pdf).

   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 for call for the use, installation or acquisition for City use of 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 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 shall be the sole judge of equivalency. Contractors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

   C. The City reserves the right to request samples. Contractor shall provide samples as requested to the City at Contractor's own expense within 10 days of bid opening. Samples will not be returned.

   D. Contractor shall provide the City all manufacturer parts lists, assembly or maintenance information, and any other documents provided by the manufacturer, or 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, 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. Bid prices shall be quoted delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the bid 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 of all debris resulting from the Work. Disposal will comply with applicable laws, rules and regulations. Contractor shall 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 shall 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 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. Quotations must be separated to show the amount to be 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 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 6 years after completion of this contract. Contractor shall, within 2 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 this 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 documents otherwise provide, the following applies to any dispute about the bid, contract award, or this 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 reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Council at its next meeting.

    B. Before filing any lawsuit, a party shall 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. By submitting a bid a bidder is agreeing 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.

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 to any City officer includes that City officer's designee(s).

BONDS AND LIENS

Bid Bond

A Bid Bond is not required for this project.

Payment Bond

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 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.

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.

Performance Bond

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 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.

No Liens

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 the City for any costs the City incurs to secure the release of that lien.

RISK ALLOCATION AND INSURANCE

Risk Allocation

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.

Contractor shall hold the City and the City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against all claims made by persons other than the City as a result of Contractor's Work under or performance of the 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 the Contract.

Insurance

Contractors performing work on City property or public right-of-way for the City shall provide the City with copies of all certificates of insurance, policies and endorsements evidencing the coverage and coverage provisions identified below.

1. Contractors shall also provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractors' policy.
2. All insurance carriers shall be "A" rated by the A.M. Best Company.
3. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.
4. All policies shall provide the following notification of cancellation or material change:

   It is understood and agreed that 30-days, 10-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 - Public Works, 2660 Burlingame Ave SW, Wyoming, MI 49509.
5. If any of the insurance is canceled, the Contractor shall cease operations on the date of termination and shall not resume operations until new insurance is in force.
6. If the following chart states that additional insured have to be named for any of the listed types of insurance, certificates of insurance and all needed endorsements for that insurance shall provide the following are covered:
   A. City of Wyoming,
   B. Authorities created by the City of Wyoming,
   C. All directors, board members, officers, elected and appointed officials, employees, volunteers and other agents of all the above entities.
7. If additional insureds have to be named, the following shall apply:
   A. Coverage afforded to the required insureds or additional insured shall be primary and non-contributory and any other insurance or coverage of the City's that may be in effect shall be secondary and/or excess.
   B. A waiver of subrogation shall be included in favor of the Additional Insureds.

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 General Aggregate Limit $2,000,000 Products/Completed Operations	Coverage shall include the following: (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, including ongoing and products-completed operations (CG 2010 and CG 2037 or equivalent) **Additional Insureds are required.**
Required Limits	**Additional Requirements**
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): $2,000,000 per person $2,000,000 per occurrence $2,000,000 per accident, **or** $2,000,000 Combined Single Limit, ea. accident	**Additional Insureds are required.**
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE	
Minimal Limits: $500,000 each accident $500,000 Disease, each employee $500,000 Disease – policy limit	Coverage shall be in accordance with all applicable Michigan statutes. Except where prohibited by law, waiver of subrogation is required covering the following: A. City of Wyoming B. Authorities created by the City of Wyoming, C. NAME OF ENGINEERING OR ARCHITECTURAL FIRM, if applicable' D. If this is an MDOT project, STATE OF MICHIGAN, MICHIGAN DEPARTMENT OF TRANSPORTATION, AND MICHIGAN TRANSPORTATION COMMISSION. E. If this is a Natural Resources Trust Fund Project, THE MICHIGAN NATURAL RESOURCES TRUST FUND, AND MICHIGAN DEPARTMENT OF NATURAL RESOURCES. F. If there are other grant funds included or a private property owner involved, there may be other required insureds. G. All directors, board members, officers, elected and appointed officials, employees, volunteers and other agents of all the above entities.
EXCESS/UMBRELLA INSURANCE	
	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). **Additional Insureds are required.**
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.
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. **Additional Insureds are required.**
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.

Sample Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: John Smith	
ABC Insurance Agency 123 Main Street Anywhere MI 12345	PHONE (A/C, No, Ext): 555-555-1234	FAX (A/C, No): 555-555-5678
	E-MAIL ADDRESS: johnsmith@johnsmith.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ABC Insurance Company	00000
INSURED XYZ Construction Company 456 Main Street Anywhere MI 12345	INSURER B : DEF Insurance Company	10001
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 0
	[X] XCU Included						MED EXP (Any one person)	$ 0
	[ ]	Y		00-00-00-00			PERSONAL & ADV INJURY	$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS	Y		00-00-00-00			BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	[ ]							$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE	Y					AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]	N / A		00-00-00-00			E.L. EACH ACCIDENT	$ 500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Wyoming Project Name:_____

The following are additional insureds: (i) City of Wyoming,(ii) all authorities, boards and bodies created by the City of Wyoming, (iii) Name of Engineering/ Architectural Firm (if applicable), (iv) State of Michigan, Michigan Department of Transportation, and Michigan Transportation Commission or other entities (if applicable) (v) all directors, board members, officers, elected and appointed officials, employees, volunteers and other agents of those entities. For additional insureds this coverage will be primary and any other insurance covering them will be secondary. Subrogation is waived for all additional insureds. Additional Insured - See Endorsement. Cancellation Notice - See Endorsement. Primary & Secondary - See Endorsement.

CERTIFICATE HOLDER

City of Wyoming
Public Works Department
2660 Burlingame Ave SW
Wyoming MI 49509

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
AGENT SIGNATURE

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CITY OF WYOMING STANDARD SPECIFICATIONS FOR CONSTRUCTION

The City of Wyoming Engineering Division maintains standard construction specifications that may be referenced throughout this Request for Bids document. These specifications are available online at:

https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications

TECHNICAL BID SPECIFICATIONS

Scope

1. The City of Wyoming Public Works Department is soliciting proposals to perform tree trimming, tree removal, and stump grinding work for a three-year period beginning January 1, 2025. This work is to be performed within designated areas of the City or at individual locations on either a scheduled or emergency basis. The City is additionally requesting pricing for vehicles, equipment, labor and related resources in the event of a City-wide emergency (tornado, straight-line winds, freezing rain, etc). The selected Contractor shall also provide professional opinions on dead, dying or diseased trees or limbs as requested by the City.
2. The Contractor shall furnish all supervision, labor, equipment, materials, tools, traffic control devices, permits, licenses, certificates or fees necessary to perform the tree trimming and removal work.
3. The anticipated overall budget for the first year of the bid is approximately $75,000. The City reserves the right to increase, decrease or cancel any project due to Legislative actions, funding deficiencies, and/or natural emergencies.

Work

1. Project Locations
   - A. This project is located within the City of Wyoming.
     - i. MDOT controlled roads (Chicago Drive, 28th Street, US-131 and M-6) are not included as part of this project.
     - ii. Trees located in the median of Roger B Chaffee Memorial Boulevard, south of 32nd Street of and north of 44th Street are not included as part of this project.
     - iii. Trees located in the right-of-way of Division Avenue are not included as part of this project.
   - B. The City is split into 20 areas for tree work. These areas are provided as Attachment A of these specifications. These areas include trees located in City-owned: rights-of-way, boulevards, medians, islands, and cul-de-sacs. City right-of-way ownership is generally defined as 1 foot beyond the sidewalk edge farthest from the centerline of the adjoining street.
     - i. It is the intent of the City to have the Contractor work in these areas one time during the Contract term, however, the City may remove some of the areas based on the bid pricing, as well as need of services at the time. Prior to each Contract year, the City will notify the Contractor which areas are to be worked in during that Contract year. The Contractor shall not work in any area unless the City has given prior permission to begin.
   - C. City parks, buildings or facilities are not included in the 20 defined areas for tree work. Work done at these locations may be performed as requested by the City as part of scheduled or emergency tree work.
   - D. Trees located on private property shall not be removed but may be trimmed to the standards as defined in these specifications.
2. Personnel
   - A. The Contractor shall identify a field supervisor who shall have a minimum of 5 years supervisory experience.
   - B. The Contractor shall provide telephone numbers at which someone can be reached on a 24-hour emergency basis.
   - C. Contractor vehicles, equipment and personnel must be readily identified as part of the company.
   - D. Contractor shall have an ISA Certified Arborist on staff during the Contract term.

3. Standards

   A. All work shall be performed in a professional manner using quality equipment and materials, all of which must be maintained and operated properly.

   B. Tree size shall be determined by the diameter at breast height (DBH), which is an average diameter of the tree trunk taken at a point four and one-half feet above the ground. The diameter will be measured to the nearest full inch. Trees having major limbs less than four and one-half feet from the ground shall be measured at the smallest diameter below such limbs.

   C. Methods of trimming and pruning are to be performed in accordance with standard practices set for the by the American Association of Nurseryman, International Society of Arboriculture (ISA), the National Arborist Association (Pruning Standard for Class I Pruning), and the American National Standards Institute (ANSI) A300 and Z133.1 Guidelines.

   D. Care should be taken when pruning thin bark trees. The minimum number of limbs shall be removed to obtain the desired effect without admitting excessive sunlight to the trunk of the tree, or the top of large branches.

   E. Trees should not be reduced more than 1/3 of the total area existing prior to pruning, unless authorized by the City.

   F. All tree work shall include removal of the basal sprout, suckers, brush and weeds within 2 feet of the trunk.

   G. Trees shall be shaped to remain in an appearance which is shapely and typical for their species. Sides shall be reduced in order to maintain a tree-like form.

   H. Tree removal shall include topping and other operations necessary to safely remove the assigned trees without impacting nearby operations, structures or vegetation.

   I. Tree trimming or pruning work involving oaks should not occur from April through July. All oaks pruned or trimmed shall be treated with an industry-accepted wound sealer.

4. Equipment

   A. Contractor must have in their possession or available to them by formal agreement at the time of the bidding: trucks, devices, chippers, hand tools, aerials, and other equipment which is necessary to adequately perform the work outlined in these specifications. The City may inspect such equipment or agreements prior to awarding the contract or at any time during the contract.

5. Notifications

   A. Prior to commencing work, the Contractor shall provide notices to the property owners in the affected areas. The notice shall include the work being performed, date of the work being performed and any impact on the property owners.

   B. Trees identified by the Contractor as having structural weaknesses, decayed trunks, split crotches or are otherwise unsafe shall be immediately reported to the Public Works Department.

6. Protection of Personal and Public Property

   A. The Contractor shall use all means necessary to protect private and public property during the project.

   B. Any damage to private or public property shall be immediately reported to the City.

      i. If the Contractor damages any public or private property, the Contractor shall restore, at their own expense, any public or private property damaged to a condition similar to and equal to that existing before such damage was done.

      ii. If the Contractor fails to make such repairs or restoration, after a 48-hour notice, the City may make such repairs or restoration, and bill the cost to the Contractor.

   C. Prior to any underground excavations, MISS DIG shall be notified.

D. Work near or adjacent to any above ground cable, electrical, telephone, or other utilities shall be in compliance with ANSI and the standards of the owner of the facility.

E. The Contractor shall protect all utilities from damage and shall contact the appropriate utility immediately if damage should occur. The Contractor shall be responsible for all damage claims due to the tree trimming operations.

7. Schedule and Response Time

A. For area tree work, the Contractor shall provide the City with a work schedule and completion timeframe at least two weeks prior to the anticipated start date. Contractor shall also provide the City with copies of proposed resident notification language as referenced in these specifications.

B. The City shall notify the Contractor of any scheduled or emergency work required outside of defined area tree work.

i. Scheduled work shall begin within one week after the initial notification unless otherwise directed by the City.

ii. Emergency work shall begin within two hours after the initial notification unless otherwise directed by the City.

8. Tree Damage

A. Climbing irons, spurs or spikes shall not be used on trees to be pruned. Any tree damage caused by the Contractor shall be repaired immediately to the satisfaction of the City at no additional expense.

B. Trees damaged beyond repair, as judged by a qualified arborist acceptable to the City and the Contractor, whose expenses shall be jointly covered by both parties, are to be removed and replaced by a tree of size and species designated at no additional cost to the City; or the dollar value of such damaged trees, as determined by the qualified arborist, shall be deducted from the monies owed to the Contractor.

9. Area Tree Work

A. Area tree work shall include the following

i. Elevation trimming to obtain clearance of 15'0" over the paved surface.

ii. Elevation trimming to obtain clearance of 10'0" over sidewalks, pedestrian pathways or driveways located in the City right-of-way.

iii. Elevation trimming to obtain clearance of 10'0" around roofs and structures.

iv. Visibility trimming to obtain clearance of 10'0" around streetlights.

v. Median trees shall be trimmed to be aesthetically pleasing and promote good branching habits and shapely structure typical of that tree species. This may include crown cleaning and thinning according to ANSI A300 standards.

vi. Work shall not include:

a. Tree work around street signage.

b. Tree work around electric power, communications cabling, or other aerial utilities.

c. Removal of trees. Contractor shall identify trees needing removal and notify the City of such locations to obtain approval. Pricing for tree removals shall occur following the tree removal unit pricing as submitted by the Contractor for this bid.

vii. Removal of any dead, dying or decayed wood other than tree removal.

viii. Removal of any branches damaged by storms.

10. Scheduled Tree Work

    A. Scheduled tree work shall include any tree trimming, pruning or removal as requested by the City within a scheduled timeframe.

        i. Tree removal includes stump removal.

    B. Requested work shall follow standards as set forth in these technical bid specifications.

11. Emergency Tree Work

    A. Emergency tree work shall include any tree trimming, pruning or removal as requested by the City in an emergency. Emergency tree work may range from individual tree work resulting from an isolated incident (accident, water main break, etc.) or an area-wide event (tornado).

    B. Requested work shall follow standards as set forth in these technical bid specifications.

    C. As part of the bid submittal documents, Contractor shall provide a listing of available vehicles, equipment, resources, and pricing in the event the Contractor is needed as part of a response to a City-wide emergency (i.e. tornado, straight-line winds, hail, freezing rain, etc.).

12. Stump Grinding

    A. The stump shall be ground to no less than 8-inches below grade.

    B. Stump grinding shall include removal of surface roots within the curb lawn area.

    C. If site conditions do not allow for stump grinding (i.e. fencing, building, or other obstructions) the stump shall be treated to prevent future growth.

13. Clean-Up and Removal

    A. Debris from all work associated with this Contract shall be cleaned-up each day before the work crew leaves the site, unless permission is given by the City to do otherwise. All lawn areas shall be raked, all streets and sidewalks shall be swept, and all brush, branches and logs shall be removed from the site. Areas are to be left in a condition equal to that which existed prior to the commencement of any work.

        i. The City will topsoil and hydromulch, where applicable, after the Contractor removes the tree and stump.

    B. Contractor shall be responsible for removing and disposing in a proper and acceptable manner, all logs, brush and debris resulting from the tree maintenance operations.

        i. The Contractor shall not use the City's Yard Waste Facility for the disposal of any materials resulting from the tree maintenance operations.

Progress Schedule and Completion Date

Following the award of the Contract by the City, the Contractor shall prepare a detailed Schedule of Operations that shall indicate the sequence of work. The schedule will be submitted to the City for approval.

Start date:	No earlier than JANUARY 1, 2025
Work hours:	Monday through Friday, 7:30 a.m. – 7:30 p.m.
No work on:	SATURDAYS, SUNDAYS OR CITY HOLIDAYS UNLESS REQUIRED BY AN EMERGENCY
Completion date:	By December 31, 2027.

Safety

1. The Contractor shall follow the ANSI Z-133 Standards for Tree Worker Safety and MI-OSHA Part 53 – Tree Trimming and Removal Standards.
2. All operations shall be conducted in compliance with all State safety requirements.
    A. Hard hats shall always be worn near equipment at all times, as required by Michigan Occupational Safety and Health Administration (MI-OSHA).
    B. MIOSHA approved safety vests with proper reflective striping shall always be worn while working in the City's streets, medians and right-of-ways.
    C. If proper personal protection equipment is not worn, the City reserves the right to remove the contractor from the job site until proper safety equipment is obtained.
3. The Contractor is solely responsible for pedestrian, and vehicular safety and control within the work site.

Traffic Control

1. Work performed shall be done in such a manner as to minimize vehicular and pedestrian interference.
2. Traffic Control on all streets shall be done by the Contractor at no additional cost to the City.
    A. The Contractor shall be responsible for providing all lights, cones, flagmen, barricades, flashers, signage or other warning devices necessary to adequately protect all obstructions within the work zone area and maintain a safe traffic pattern around the work area. All equipment shall be properly maintained throughout the project.
    B. All traffic control shall be per the City of Wyoming Guide for Work Area Traffic Control and The Michigan Manual of Uniform Traffic Control Devices (MI-MUTCD).
3. Work on Major Streets
    A. Any work on the major streets shall be done during the hours of 9:00AM – 3:00PM (Monday – Friday) due to the high volume of traffic and potential impacts to the schools' bussing systems. If work is scheduled on a Friday, the Contractor shall notify the City of such work at least 2 days prior to commencing such work.
4. Blocking of public streets shall not be permitted unless prior arrangements have been made with the City.

Warranties

1. The Contractor shall warrant all work to be free of defects in workmanship and materials for a period of one year from the date of final acceptance of all work.

Inspections and Acceptance

1. A designated City employee shall be inspecting the project locations to ensure proper maintenance and adherence to the Bid Specifications.
2. Work shall be completed within the specified schedule and in accordance with the specifications.
3. No payment for services will be rendered unless all conditions as specified are met.
    A. If the City deems the work unacceptable, it is the Contractor's responsibility to remedy the issue before payment shall be made.

Billing and Payment

1. Work shall be completed within the specified schedule and in accordance with the specifications.
2. No payment for services will be rendered unless all conditions as specified are met.
3. The Contractor shall submit an invoice once work is completed. The invoice shall include the following information:
   A. Date work performed, type of work performed, size of tree and location.
4. Once the work is deemed acceptable by the City, payment shall be made in accordance with the unit prices stated in the Bid Proposal for the work performed.

Subcontractors

1. Include the names, addresses and other contact information for, and responsible contacts for each subcontractor or consultant the bidder will use for the Work. The City reserves the right to approve or disapprove of all or any subcontractors and consultants. Subcontractors performing tree trimming or removal activities must have ISA Certified Arborist on staff.

Liquidated Damages

1. Liquidated Damages shall be assessed by the amount indicated in the table below. Liquidated Damages shall be assessed per workday as identified in the section on Progress Schedule.
2. Progress Schedule. Liquidated Damages shall be assessed the first workday after the completion date as identified in the table below:

Original Contract Amount			Liquidated Damages per Workday
$0	to	$49,999	$ 200
50,000	to	99,999	400
100,000	to	499,999	600
500,000	to	999,999	900
1,000,000	to	1,999,999	1,300
2,000,000	to	4,999,999	1,550
5,000,000	to	9,999,999	2,650
10,000,000	to	19,999,999	3,000
20,000,000	to	49,999,999	3,800
50,000,000	and above		4,500

Discrepancies in Plans and Specifications

1. Any discrepancies found in the Plans and Specifications must be immediately reported to the contact identified on page 1 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/Purchase Order
   Bid Proposal on the City's Form - without any additions or changes
   Technical Bid Specifications
   Instructions to Bidders
   General Bid Information
   City Contract Standard Terms and Conditions
   Drawings
   2005 City of Wyoming Standard Specifications for Construction
   Prequalification Documents

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

INSTRUCTIONS TO BIDDERS

ALL BIDS MUST:

1. Be typed or clearly printed in ink.

2. Be free of erasures or corrections except those initialed by the bidder.

3. Include the bid form and all other required forms fully completed and signed, including any detailed pricing information. Plans and specifications do not need to be returned with the bid.

4. Be free of unsolicited alternate bids. Unsolicited alternate bids will not be considered and if submitted may cause the bid to be rejected.

5. Be received by the date and time specified on page 1 of this bid document.

6. Be in a sealed envelope labeled as required on page 1 of this bid document.

7. Include a cover letter that lists all enclosures.

8. Include the original signature(s) of one or more individuals authorized to bind the proponent as required on the Bid Form and Contract:

    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.*, a corporation, a partnership, a limited liability company, a limited partnership, or other business form.

    C. Both the bid and contract must be signed by an individual with the authority to bind the bidder. For corporations, this is usually an officer such as the president, vice president or secretary. For a partnership, this is usually a general partner. For a limited liability company, this is usually a managing member. If there is a question about signing authority, the city may seek verification of that authority.

9. Include any required bid bond or other security if required by the specifications.

    A. The bid bond (if required) must be signed by the bidder/surety with the complete, usual signature of the individual(s) authorized to bind the bidder/surety.

    B. Attorneys-in-fact signing bid bonds must file with each bond a certified effective dated copy of their powers-of-attorney.

10. Include prices meeting the following requirements:

    A. Prices should be stated in units of quantity specified in the plans, specifications and request for bid. In case of any discrepancy in determining the amount of the bid, the quoted unit price will govern.

    B. Bid prices for equipment, goods or other items must include all delivery charges.

11. 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.

12. Identify any part of the specifications, standard terms and conditions, or contract terms which the bidder is unable to meet or which the bidder wishes to see modified. If modifications are requested, the bid must include the language for the requested modification.

13. Bidder must include all items as requested within this document, including but not limited to:

Cover letter

Deviations or variations to the bid specifications

Signed Bid Form

Subcontractor provision, if necessary

Signed Contract Form

BID FORM

Bid for Tree Trimming and Removal (2025 - 2027)

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?	☐	☐
Minority Owned Company?	☐	☐
Section 3 Certified Contractor?	☐	☐

If yes, Dunns #: _____

Are you, or the business owner related to any elected official or employee of the City?	☐	☐

If yes, list name and relationship: _____

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

Kent County Municipalities	☐	☐
Ottawa County Municipalities	☐	☐
Wyoming Public Schools	☐	☐

CONTACTS:

Primary Contact:

Name: _____ Title: _____

Email: _____ Phone: _____

Emergency/After Hours Contact:

Name: _____ Title: _____

Email: _____ Phone: _____

AREA TREE TRIMMING AND DISPOSAL

PAY ITEM	UNIT	2025	2026	2027
Area 1	EA			
Area 2	EA			
Area 3	EA			
Area 4	EA			
Area 5	EA			
Area 6	EA			
Area 7	EA			
Area 8	EA			
Area 9	EA			
Area 10	EA			
Area 11	EA			
Area 12	EA			
Area 13	EA			
Area 14	EA			
Area 15	EA			
Area 16	EA			
Area 17	EA			
Area 18	EA			
Area 19	EA			
Area 20	EA			

BID FORM, CONTINUED

TREE TRIMMING AND DISPOSAL OF BRANCHES

PAY ITEM (DBH)	UNIT	2025		2026		2027	
		SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)
<6"	EA						
6"-12"	EA						
12"-18"	EA						
18"-24"	EA						
24"-30"	EA						
30"-36"	EA						
>36"	EA						

TREE REMOVAL, INCLUDING STUMP REMOVAL

PAY ITEM (DBH)	UNIT	2025		2026		2027	
		SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)
<6"	EA						
6"-12"	EA						
12"-18"	EA						
18"-24"	EA						
24"-30"	EA						
30"-36"	EA						
>36"	EA						

STUMP GRINDING ONLY

PAY ITEM (DBH)	UNIT	2025 SCHEDULED WORK (UNIT COST)	2026 SCHEDULED WORK (UNIT COST)	2027 SCHEDULED WORK (UNIT COST)
<6"	EA			
6"-12"	EA			
12"-18"	EA			
18"-24"	EA			
24"-30"	EA			
30"-36"	EA			
>36"	EA			

EMERGENCY VEHICLE, EQUIPMENT AND LABORER LIST

Item	Quantity Available	2025 Hourly Rate	2026 Hourly Rate	2027 Hourly Rate

NOTE: Vehicle and equipment pricing shall include operator with hourly rate

LEGAL NAME OF COMPANY

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

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

STREET ADDRESS

CITY | STATE | ZIP CODE

BID CONTACT NAME (PLEASE PRINT)

BUSINESS PHONE | CELL PHONE

EMAIL ADDRESS | FAX NUMBER

SIGNATURE FOR BIDDER | DATE

PRINTED NAME AND TITLE OF PERSON SIGNING

2ND SIGNATURE FOR BIDDER | DATE

PRINTED NAME AND TITLE OF 2ND PERSON SIGNING

SUBCONTRACTOR PROVISION

_____ Dated _____ 20 _____

Contractor may subcontract the item or items of work stipulated below, provided the name and signature of the subcontractor is listed in the space indicated, and providing the contractor and principal subcontractors perform 80% of the work. If Contractor intends to do the work only with it's own forces, it must name and perform the work itself.

NAME OF CONTRACTOR OR SUBCONTRACTOR DOING WORK	DESIGNATED ITEM

The undersigned certifies that the Bidder, whose name appears on this proposal, has permission to use our name as Subcontractor for performing the items listed above.

Signed _____ Signed _____

By _____ By _____

Address _____ Address _____

_____ _____

Signed _____ Signed _____

By _____ By _____

Address _____ Address _____

_____ _____

CONTRACT FORM

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

City Standard Contract for Tree Trimming and Removal (2025 – 2027)

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

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

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

"Contractor" means:

_____
LEGAL NAME OF COMPANY

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

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

_____
ADDRESS

_____
CITY STATE ZIP CODE

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

Terms and Conditions

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

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

   None
4. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By:_____
John Shay, City Manager

Date signed: _____, 202__

Approved as to form:

_____
Scott G. Smith, City Attorney

Contractor:

_____
[Type or print Contractor's name]

By:_____
Signature for bidder

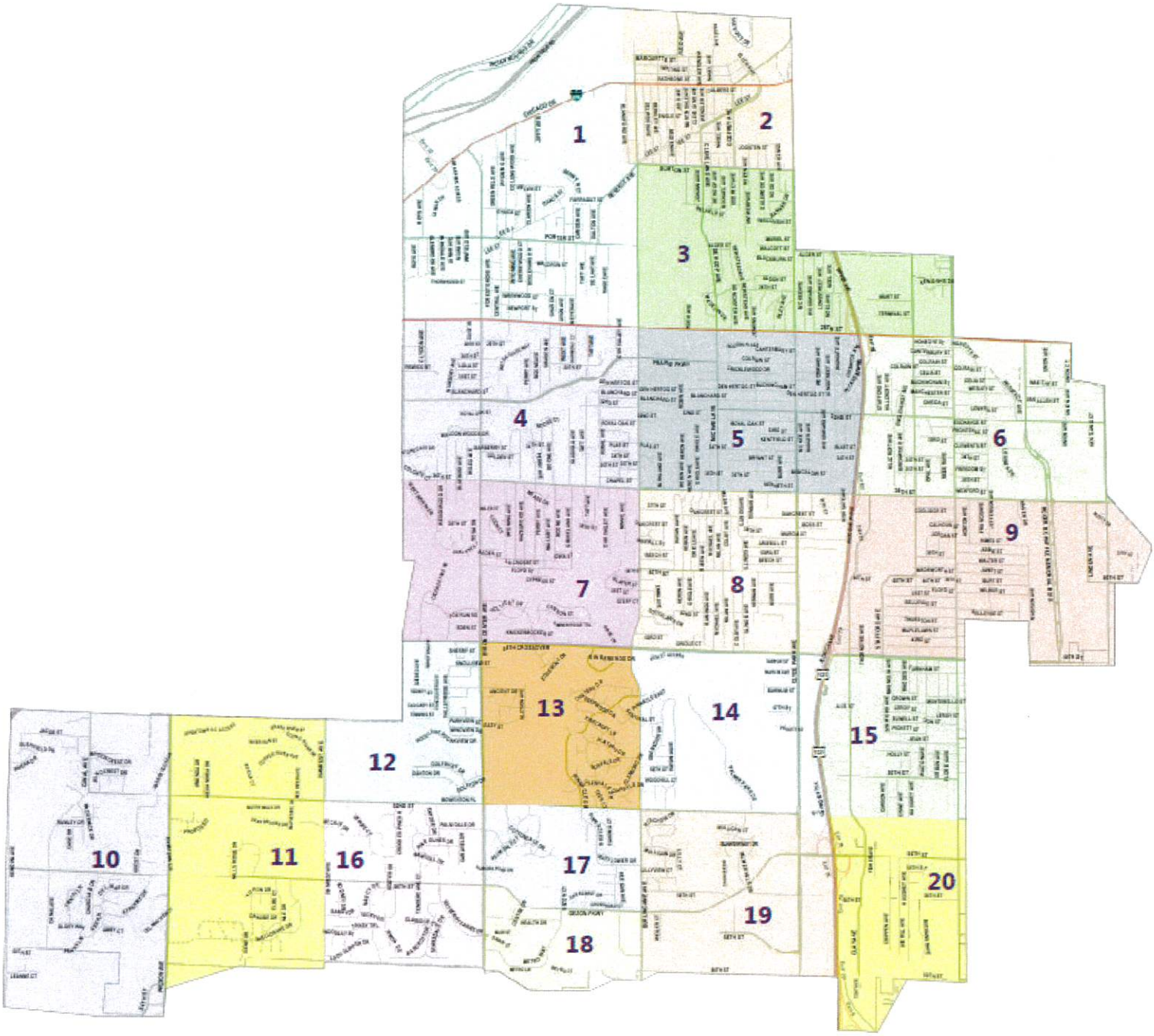
_____
Printed name of person signing for bidder

_____
Title of person signing for bidder

Date signed: _____, 202__

ATTACHMENT A

AREA TREE WORK LOCATIONS MAP



CITY OF WYOMING | PUBLIC WORKS

2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | Fax 616.249.3478 | wyomingmi.gov

ADDENDUM - BID/PROPOSAL FOR TREE TRIMMING AND REMOVAL (2025-2027)

BID DUE: 11:00 AM; Tuesday, November 19, 2024

ADDENDUM #1

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

Bidders/Proposers must complete this addendum and attach to your bid/proposal. If your bid/proposal has already been submitted, return the addendum to the Clerk's Office in a sealed envelope with the name of the bid/proposal and your company name written on the outside of the envelope.

_____

COMPANY NAME

_____

BUSINESS PHONE | CELL PHONE | EMAIL ADDRESS (REQUIRED)

_____

NAME (PLEASE PRINT) | SIGNATURE (REQUIRED) | DATE

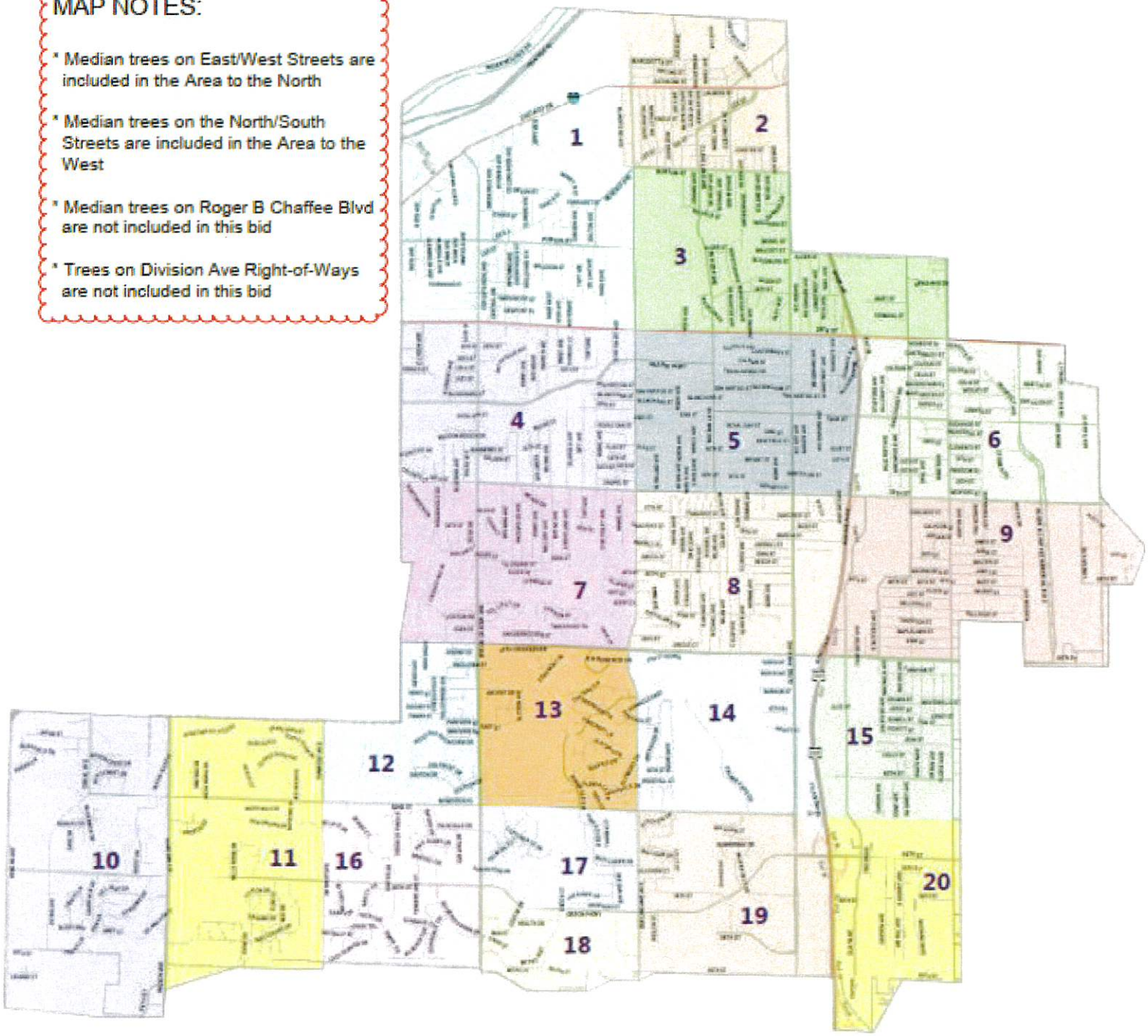
Addendum #1

ATTACHMENT A

AREA TREE WORK LOCATIONS MAP

MAP NOTES:

* Median trees on East/West Streets are included in the Area to the North
* Median trees on the North/South Streets are included in the Area to the West
* Median trees on Roger B Chaffee Blvd are not included in this bid
* Trees on Division Ave Right-of-Ways are not included in this bid



Alpine Tree Service LLC
42 E 88th Street
Newaygo MI 49337

Thank you for the opportunity to bid The City of Wyoming's tree removal project.

Enclosed in is this packet will be the bid documents pages 1-5 and All required signed documents

Prices for Emergency equipment and units available are price per unit. The availability of the equipment is more than 1. Alpine Tree Service will have more available units in the time of an emergency.

Alpine Tree Service looks forward to building a relationship with the City of Wyoming

Sincerely,

Account Manager
213.629.9493

BID FORM

Bid for Tree Trimming and Removal (2025 - 2027)

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?		X
Minority Owned Company?		X
Section 3 Certified Contractor?		

If yes, Dunns #: _____

Are you, or the business owner related to any elected official or employee of the City?		X

If yes, list name and relationship: _____

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

Kent County Municipalities	X	
Ottawa County Municipalities	X	
Wyoming Public Schools	X	

CONTACTS:

Primary Contact:

Name: Cory Koernke Title: Account Manager

Email: coryk@alpinetree.com Phone: 231-629-9493

Emergency/After Hours Contact:

Name: Malcolm VandenToorn Title: Owner

Email: malcolm@alpinetree.com Phone: 616-696-8733

AREA TREE TRIMMING AND DISPOSAL

PAY ITEM	UNIT	2025	2026	2027
Area 1	EA			
Area 2	EA			
Area 3	EA			
Area 4	EA			
Area 5	EA			
Area 6	EA			
Area 7	EA			
Area 8	EA	NO BID		
Area 9	EA			
Area 10	EA			
Area 11	EA			
Area 12	EA			
Area 13	EA			
Area 14	EA			
Area 15	EA			
Area 16	EA			
Area 17	EA			
Area 18	EA			
Area 19	EA			
Area 20	EA			

TREE TRIMMING AND DISPOSAL OF BRANCHES

PAY ITEM (DBH)	UNIT	2025		2026		2027	
		SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)
<6"	EA	$95	$125	$105	$130	$110	$135
6"-12"	EA	$95	$125	$105	$130	$110	$135
12"-18"	EA	$275	$302	$290	$307	$295	$312
18"-24"	EA	$350	$385	$365	$395	$375	$405
24"-30"	EA	$350	$385	$365	$395	$375	$405
30"-36"	EA	$400	$440	$415	$455	$425	$465
>36"	EA	$450	$495	$465	$505	$475	$525

TREE REMOVAL, INCLUDING STUMP REMOVAL

PAY ITEM (DBH)	UNIT	2025		2026		2027	
		SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)
<6"	EA	$185	$250	$190	$255	$200	$265
6"-12"	EA	$375	$495	$380	$500	$385	$505
12"-18"	EA	$560	$725	$570	$735	$580	$745
18"-24"	EA	$935	$1285	$945	$1295	$955	$1305
24"-30"	EA	$1330	$1680	$1350	$1700	$1400	$1750
30"-36"	EA	$1550	$2000	$1600	$2050	$1650	$2100
>36"	EA	$2250	$2800	$2300	$2850	$2350	$2900

STUMP GRINDING ONLY

PAY ITEM (DBH)	UNIT	2025 SCHEDULED WORK (UNIT COST)	2026 SCHEDULED WORK (UNIT COST)	2027 SCHEDULED WORK (UNIT COST)
<6"	EA	$117	$120	$123
6"-12"	EA	$117	$120	$123
12"-18"	EA	$210	$220	$230
18"-24"	EA	$280	$290	$300
24"-30"	EA	$390	$400	$410
30"-36"	EA	$450	$460	$470
>36"	EA	$500	$510	$520

EMERGENCY VEHICLE, EQUIPMENT AND LABORER LIST

Item	Quantity Available	2025 Hourly Rate	2026 Hourly Rate	2027 Hourly Rate
Bucket truck / Operator	1	115.00	118.00	121.00
Chipper/ Operator	1	75.00	78.00	81.00
Crane truck/ Operator	1	250.00	253.00	256.00

NOTE: Vehicle and equipment pricing shall include operator with hourly rate

SUBCONTRACTOR PROVISION

NO Subcontractors needed.

_____ Dated _____ 20 _____

Contractor may subcontract the item or items of work stipulated below, provided the name and signature of the subcontractor is listed in the space indicated, and providing the contractor and principal subcontractors perform 80% of the work. If Contractor intends to do the work only with it's own forces, it must name and perform the work itself.

NAME OF CONTRACTOR OR SUBCONTRACTOR DOING WORK	DESIGNATED ITEM

The undersigned certifies that the Bidder, whose name appears on this proposal, has permission to use our name as Subcontractor for performing the items listed above.

Signed _____ Signed _____

By _____ By _____

Address _____ Address _____

_____ _____

Signed _____ Signed _____

By _____ By _____

Address _____ Address _____

_____ _____

Alpine Tree Service
LEGAL NAME OF COMPANY

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

Limited LiabilityCompany
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

313 Pickeral Lake Dr
STREET ADDRESS

Newaygo	Michigan	49337
CITY	STATE	ZIP CODE

Cory Koernke
BID CONTACT NAME (PLEASE PRINT)

231-629-9493	
BUSINESS PHONE	CELL PHONE
coryk@alpinetree.com	
EMAIL ADDRESS	FAX NUMBER

SIGNATURE FOR BIDDER — 11/18/2024 DATE

Cory Koernke/ Account Manager
PRINTED NAME AND TITLE OF PERSON SIGNING

2ND SIGNATURE FOR BIDDER — 11/18/2024 DATE

Travis Marshall/ Operations Manager
PRINTED NAME AND TITLE OF 2ND PERSON SIGNING

CONTRACT FORM

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

City Standard Contract for Tree Trimming and Removal (2025 – 2027)

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

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

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

"Contractor" means: Alpine Tree Service.
LEGAL NAME OF COMPANY

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

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

313 Pickerel Lk Dr
ADDRESS

Newaygo | Mi | 49337.
CITY | STATE | ZIP CODE

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

Terms and Conditions

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

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

   None
4. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 202__

Approved as to form:

_____
Scott G. Smith, City Attorney

Contractor:

Alpine Tree Service, LLC
[Type or print contractor's name]

By: _____
Signature for bidder

Cory Koernke
Printed name of person signing for bidder

Account Manager
Title of person signing for bidder

Date signed: November 18, 2024

CITY OF WYOMING

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN $8,500)
(WITH RFP)

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: Procare Tree Service, LLC d/b/a CHOP
[Name of contracting entity]
A Michigan limited liability company
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
1505 Steale Ave SW
[Contractor's street address]
Grand Rapids, MI 49507
[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: January 7, 2025. Normally this is the day after the Council meeting at which it is approved.

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

Proposal means Contractor's Bid/Proposal attached as Exhibit C.

RFP means the Request for Bids/Proposals attached as Exhibit B and includes all plans and drawings referred to in it.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods as detailed in the RFP as modified by the Proposal.
2. City will pay the Contractor in accordance with the RFP as modified by 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:

   Contractor shall provide services in the following categories outlined in the bid package: 1) Area tree trimming and disposal. 2)Tree trimming and disposal of branches – Scheduled. 3) Tree trimming and disposal of branches – Emergency work. 4) Tree removal, including stump removal – Scheduled. 5) Tree removal, including stump removal - Emergency work. 6) Stump grinding only – Scheduled. 7) Emergency vehicle, equipment and laborer list.
   [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 provided before beginning any Work.
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by 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: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

_____
Scott G. Smith, City Attorney

Procare Tree Service, LLC d/b/a CHOP

By: Joy Gorman Digitally signed by Joy Gorman Date: 2024.12.16 12:07:27 -05'00'
[Signature officer, director, or principal of Contractor]
Joy Gorman, Office Manager
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: December 16, 2024

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Contractor attests it complies with and promises it will comply with these Terms and Conditions.

1. Legal Compliance. Contractor and all Contractor's personnel must 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, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. Permits and Inspections. Unless the RFP or Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. Grant Compliance. If the RFP identifies state or federal grant funds as a source of payment for the project, Contractor (i) represents it has reviewed the grant agreement and (ii) will comply with grant agreement terms and conditions that apply to this Contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (**HUD**), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2024 (it may be updated), that is General Decision No. MI20240088, dated 01/19/2024, https://sam.gov/wage-determination/MI20240088/1.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200.

3. If project costs are $200,000 or more, HUD Section 3 provisions may require training and employment of low- and very love-income persons. See 24 CFR 75.3(a)(iii) (https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf).

B. If the RFP indicates they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

4. Qualifications. Contractor represents and promises that:

A. Contractor and Contractor's personnel must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not 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 not 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 not 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 not 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 HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: https://usfcr.com. Contractor and all subcontractors 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 City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

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. 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, 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.*, speak English less than very well), Contractor must use language assistance services in communications.

C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

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 Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that

would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the 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 City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify 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 subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.IRS.gov).

B. Payments to Contractor will be made in accordance with the RFP. If no other terms are provided, payment of an invoice to 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 §17. City will pay undisputed amounts 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 City, defend every action brought against City or City's officers or employees for any alleged infringement of 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 action.

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the RFP calls for the use, installation, or acquisition of materials, equipment, supplies or other items:

A. Unless otherwise stated in the RFP, all materials, equipment, supplies, and items shall be new, the best of their respective kind, and free from defects.

B. Specifications in RFP are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

C. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for such items, and ensure all related warranties are held by or assigned to City.

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules a or promptly replace rejected materials renders 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 Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the RFP or Proposal expressly states 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 laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the RFP states otherwise, Contractor will restore, without expense to 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, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

12. Access to Work. City personnel and representatives must always have access to all the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to inspect the Work.

A. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts. On construction projects state sales taxes are applicable on materials only.

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) 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 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 a City request, allow inspection, auditing and copying of all retained records.

14. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Contractor's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

15. Independent Contractor. Contractor and Contractor's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Contractor is solely responsible Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

A. In case of Contractor's default, 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 City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a 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 16.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 state courts in Kent County, Michigan.

E. In addition to any other remedies to which a 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. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction\Prequalification at https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. 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 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 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.

18. Insurance.

A. Unless otherwise provided in the RFP, 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 these 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. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): $2,000,000 per person	Coverage shall be primary and any other insurance shall be secondary and/or excess.
$2,000,000 per occurrence	
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: $500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
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). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than $0. Amount required $_____.	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 $_____.	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. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	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. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, 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) authorized agents of the foregoing.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

C. Reference by office to a City officer includes that City officer's designee(s).

CITY OF WYOMING

REQUEST FOR BIDS

The City of Wyoming, Michigan is requesting bids for the services or project generally referred to as:

Tree Trimming and Removal (2025 – 2027)

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

Specifications and Bidding Documents shall be issued only to Bidders who have been qualified by the City of Wyoming. A Bidder who has not been pre-qualified shall submit the required pre-qualification information at least seven (7) days prior to the date bids are due. The Public Works Department may pre-qualify Contractors who have worked for the City of Wyoming in the past three (3) years without submitting the pre-qualification information. The Public Works Department will have the bid specifications available to only pre-qualified bidders on NOVEMBER 4, 2024.

Due Date and Time

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

Due date and time:	Tuesday, November 19, 2024, 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 (USPS) for delivery, add PO Box 905 to the mailing address above.

All bids must include the fully signed Bid Proposal Form and all other required information submitted in a sealed envelope and plainly labeled: **"TREE TRIMMING AND REMOVAL (2025 – 2027)"**

Bidders are solely responsible for ensuring delivery by the required date and time. Any bid, 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 above specified due date and time, will not be opened and will be returned to the bidder. **Bids will not be accepted by e-mail or other form of electronic delivery.**

Bids received will be publicly opened and read immediately following the receiving date/time specified above.

Pre-Bid Meeting

A pre-bid meeting will not be held.

Questions, Interpretations and Addenda

Questions about or requests for interpretation of this request for bids, any of the plans and specifications, or any bid requirements may be directed via e-mail to Ross.VanderLugt@wyomingmi.gov. No questions or interpretations will be issued later than 24 hours before the due date for bids. Questions will not be answered by phone or in other oral communication. Addendums, answers to questions or interpretations that may be of general interest to all Bidders will be emailed to all that received the bid. Information on all changes, addendums, answers to questions or interpretations will also be available at the City's Public Works Department, 2660 Burlingame Ave SW, Wyoming, MI 49509.

It is the Bidder'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 shall be bound by such changes or addenda.

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GENERAL BID INFORMATION

Bidders shall familiarize themselves with this bid document, standard terms and conditions, plans, specifications (including any issued addenda and interpretations), the work required, and site conditions prior to submitting its bid to ensure the fulfillment of the intent of the bid and contract documents.

Bid Requirements

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

Any bidder may withdraw his/her bid at any time prior to the scheduled time for the bid opening.

All bidders are responsible for the following in preparing and submitting a bid:

1. Reviewing and being familiar with this request for bid 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 will be posted on the City's website when issued. No addenda or interpretations will be issued later than 4 days before the due date for bids.
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, the bidder 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 in this bid document are for reference only and need not be returned with the bid. They will, however, be part of the contract documents.

Bid Opening and Tabulation

Bids will be publicly opened and read immediately following the due date and time stated on page 1 of this bid document. Bids will be tabulated by Wyoming City staff working in conjunction with any design professional or other consultant identified in the specifications or contract document(s).

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

City's Reservation of Rights

The City reserves the rights to:

1. Cancel any bid, order, and/or contract in whole or in part without penalty due to failure of the bidder/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 using quoted unit prices,
5. Review the experience, qualifications, and other information about any bidder and any identified subcontractor(s) and consultant(s) submitted as part of the bid,

6. Make inquiries of others about, or investigate any bidder, any identified subcontractor(s) or consultant(s), and any of their personnel,
7. Require background checks of the personnel of any bidder or identified subcontractor or consultant of any bidder to be undertaken at the expense of the bidder,
8. Negotiate with one or more selected bidder(s), and
9. Award the contract in a manner and to such bidder as deemed to be in the best interest of the City.

General Description of Consideration Process

Consideration of bids typically involves (i) review and tabulation of the bids and accompanying information, (ii) review of bid alternates and any provided samples, (iii) recommendation from the outside design professional (if identified in the plans and specifications), (iv) contacts of references and those for whom bidders 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 bidder, and (vii) City Council award of the contract. The 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, (i) the bidder's experience and expertise, (ii) the bidder's reputation, (iii) previous City experience with a bidder, (iv) the experience, expertise, reputation, and previous City experience with the bidder's identified subcontractors and consultants, and (v) other factors may be as or more important with respect to the award of any particular bid.

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

Because these are contract terms and conditions, the term "Contractor" is used to refer to the bidder 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 must 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 specifications or the submitted bid state otherwise, Contractor shall, without expense to the City, obtain all necessary 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 it has reviewed or is otherwise familiar with the grant requirements and (ii) it agrees to comply with any grant agreement terms and conditions that apply to the contract. **NO GRANT FUNDS ARE USED IN THIS CONTRACT.**

   A. Federal grant funds, specifically Community Development Block Grant funds, will be used for this contract. Davis-Bacon Act, prevailing wages requirements, and other federal requirements apply. Wage rate information may be referenced at https://sam.gov/content/wage-determinations.

   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.

   D. NOTE THAT SOME STATE GRANTS NOW REQUIRE PAYMENT OF PREVAILING WAGES.

   E. SOME FEDERAL GRANTS AND STATE GRANTS USING FEDERAL FUNDS MAY ALSO REQUIRE "BUY AMERICAN" COMPLIANCE.

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 this contract.

   B. Neither Contractor nor any subcontractor or any of their respective principals, owners, officers, shareholders, key employees, directors, members or partners (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracts by any federal

department or agency; (ii) have within the last 3-years been convicted of or had a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract; violating federal or state antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) is presently indicted for or criminally charged by a governmental entity with committing any of the offenses listed in this certification; or (iv) has within the last 3-years had one or more public contracts 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. **NO CDBG FUNDS ARE USED IN THIS CONTRACT.**

D. Contractor and any subcontractor will register on the Federal SAM Registry available at: https://usfcr.com.

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

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

G. Contractor and subcontractors may be required to obtain clearance or sign forms consenting to review by and clearance from state or federal agencies that enforce or review compliance with these requirements.

5. Diversity and Inclusion. Contractor and all Contractor's subcontractors, suppliers and consultants, will not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment, or matters related to employment because of religion, race, color, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the employee's or applicant's ability to perform the duties of a particular job or position. Contractor and all Contractor's subcontractors, suppliers and consultants will comply with all applicable laws, rules, regulations regarding discrimination and inclusion (*e.g.*, Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and those identified at the following website: https://www.eeoc.gov/).

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 contract.

B. No owner, director, officer, member, partner or key employee of Contractor and no owner, director, officer, member, partner or key employee 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 any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its bid.

C. Contractor will immediately notify the City of any subsequently discovered violation of these standards.

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 except in accordance with the City Manager's prior written 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 contact identified on page 1 of this bid an IRS W-9 form (available at https://www.irs.gov/pub/irs-pdf/fw9.pdf).

   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 for call for the use, installation or acquisition for City use of 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 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 shall be the sole judge of equivalency. Contractors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

   C. The City reserves the right to request samples. Contractor shall provide samples as requested to the City at Contractor's own expense within 10 days of bid opening. Samples will not be returned.

   D. Contractor shall provide the City all manufacturer parts lists, assembly or maintenance information, and any other documents provided by the manufacturer, or 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, 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. Bid prices shall be quoted delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the bid 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 of all debris resulting from the Work. Disposal will comply with applicable laws, rules and regulations. Contractor shall 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 shall 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 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. Quotations must be separated to show the amount to be 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 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 6 years after completion of this contract. Contractor shall, within 2 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 this 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 documents otherwise provide, the following applies to any dispute about the bid, contract award, or this 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 reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Council at its next meeting.

    B. Before filing any lawsuit, a party shall 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. By submitting a bid a bidder is agreeing 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.

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 to any City officer includes that City officer's designee(s).

BONDS AND LIENS

Bid Bond

A Bid Bond is not required for this project.

Payment Bond

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 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.

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.

Performance Bond

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 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.

No Liens

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 the City for any costs the City incurs to secure the release of that lien.

RISK ALLOCATION AND INSURANCE

Risk Allocation

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.

Contractor shall hold the City and the City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against all claims made by persons other than the City as a result of Contractor's Work under or performance of the 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 the Contract.

Insurance

Contractors performing work on City property or public right-of-way for the City shall provide the City with copies of all certificates of insurance, policies and endorsements evidencing the coverage and coverage provisions identified below.

1. Contractors shall also provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractors' policy.
2. All insurance carriers shall be "A" rated by the A.M. Best Company.
3. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.
4. All policies shall provide the following notification of cancellation or material change:

   It is understood and agreed that 30-days, 10-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 - Public Works, 2660 Burlingame Ave SW, Wyoming, MI 49509.
5. If any of the insurance is canceled, the Contractor shall cease operations on the date of termination and shall not resume operations until new insurance is in force.
6. If the following chart states that additional insured have to be named for any of the listed types of insurance, certificates of insurance and all needed endorsements for that insurance shall provide the following are covered:
   A. City of Wyoming,
   B. Authorities created by the City of Wyoming,
   C. All directors, board members, officers, elected and appointed officials, employees, volunteers and other agents of all the above entities.
7. If additional insureds have to be named, the following shall apply:
   A. Coverage afforded to the required insureds or additional insured shall be primary and non-contributory and any other insurance or coverage of the City's that may be in effect shall be secondary and/or excess.
   B. A waiver of subrogation shall be included in favor of the Additional Insureds.

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 General Aggregate Limit $2,000,000 Products/Completed Operations	Coverage shall include the following: (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, including ongoing and products-completed operations (CG 2010 and CG 2037 or equivalent) **Additional Insureds are required.**
Required Limits	**Additional Requirements**
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): $2,000,000 per person $2,000,000 per occurrence $2,000,000 per accident, **or** $2,000,000 Combined Single Limit, ea. accident	**Additional Insureds are required.**
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE	
Minimal Limits: $500,000 each accident $500,000 Disease, each employee $500,000 Disease – policy limit	Coverage shall be in accordance with all applicable Michigan statutes. Except where prohibited by law, waiver of subrogation is required covering the following: A. City of Wyoming B. Authorities created by the City of Wyoming, C. NAME OF ENGINEERING OR ARCHITECTURAL FIRM, if applicable' D. If this is an MDOT project, STATE OF MICHIGAN, MICHIGAN DEPARTMENT OF TRANSPORTATION, AND MICHIGAN TRANSPORTATION COMMISSION. E. If this is a Natural Resources Trust Fund Project, THE MICHIGAN NATURAL RESOURCES TRUST FUND, AND MICHIGAN DEPARTMENT OF NATURAL RESOURCES. F. If there are other grant funds included or a private property owner involved, there may be other required insureds. G. All directors, board members, officers, elected and appointed officials, employees, volunteers and other agents of all the above entities.
EXCESS/UMBRELLA INSURANCE	
	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). **Additional Insureds are required.**
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.
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. **Additional Insureds are required.**
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.

Sample Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: John Smith	
ABC Insurance Agency 123 Main Street Anywhere MI 12345	PHONE (A/C, No, Ext): 555-555-1234	FAX (A/C, No): 555-555-5678
	E-MAIL ADDRESS: johnsmith@johnsmith.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ABC Insurance Company	00000
INSURED XYZ Construction Company 456 Main Street Anywhere MI 12345	INSURER B : DEF Insurance Company	10001
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 0
	X XCU Included						MED EXP (Any one person)	$ 0
		Y		00-00-00-00			PERSONAL & ADV INJURY	$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	Y		00-00-00-00			PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE	Y					AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A		00-00-00-00			E.L. EACH ACCIDENT	$ 500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Wyoming Project Name:_____

The following are additional insureds: (i) City of Wyoming,(ii) all authorities, boards and bodies created by the City of Wyoming, (iii) Name of Engineering/ Architectural Firm (if applicable), (iv) State of Michigan, Michigan Department of Transportation, and Michigan Transportation Commission or other entities (if applicable) (v) all directors, board members, officers, elected and appointed officials, employees, volunteers and other agents of those entities. For additional insureds this coverage will be primary and any other insurance covering them will be secondary. Subrogation is waived for all additional insureds. Additional Insured - See Endorsement. Cancellation Notice - See Endorsement. Primary & Secondary - See Endorsement.

CERTIFICATE HOLDER	CANCELLATION
City of Wyoming Public Works Department 2660 Burlingame Ave SW Wyoming MI 49509	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AGENT SIGNATURE

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CITY OF WYOMING STANDARD SPECIFICATIONS FOR CONSTRUCTION

The City of Wyoming Engineering Division maintains standard construction specifications that may be referenced throughout this Request for Bids document. These specifications are available online at:

https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications

TECHNICAL BID SPECIFICATIONS

Scope

1. The City of Wyoming Public Works Department is soliciting proposals to perform tree trimming, tree removal, and stump grinding work for a three-year period beginning January 1, 2025. This work is to be performed within designated areas of the City or at individual locations on either a scheduled or emergency basis. The City is additionally requesting pricing for vehicles, equipment, labor and related resources in the event of a City-wide emergency (tornado, straight-line winds, freezing rain, etc). The selected Contractor shall also provide professional opinions on dead, dying or diseased trees or limbs as requested by the City.
2. The Contractor shall furnish all supervision, labor, equipment, materials, tools, traffic control devices, permits, licenses, certificates or fees necessary to perform the tree trimming and removal work.
3. The anticipated overall budget for the first year of the bid is approximately $75,000. The City reserves the right to increase, decrease or cancel any project due to Legislative actions, funding deficiencies, and/or natural emergencies.

Work

1. Project Locations
   - A. This project is located within the City of Wyoming.
     - i. MDOT controlled roads (Chicago Drive, 28th Street, US-131 and M-6) are not included as part of this project.
     - ii. Trees located in the median of Roger B Chaffee Memorial Boulevard, south of 32nd Street of and north of 44th Street are not included as part of this project.
     - iii. Trees located in the right-of-way of Division Avenue are not included as part of this project.
   - B. The City is split into 20 areas for tree work. These areas are provided as Attachment A of these specifications. These areas include trees located in City-owned: rights-of-way, boulevards, medians, islands, and cul-de-sacs. City right-of-way ownership is generally defined as 1 foot beyond the sidewalk edge farthest from the centerline of the adjoining street.
     - i. It is the intent of the City to have the Contractor work in these areas one time during the Contract term, however, the City may remove some of the areas based on the bid pricing, as well as need of services at the time. Prior to each Contract year, the City will notify the Contractor which areas are to be worked in during that Contract year. The Contractor shall not work in any area unless the City has given prior permission to begin.
   - C. City parks, buildings or facilities are not included in the 20 defined areas for tree work. Work done at these locations may be performed as requested by the City as part of scheduled or emergency tree work.
   - D. Trees located on private property shall not be removed but may be trimmed to the standards as defined in these specifications.
2. Personnel
   - A. The Contractor shall identify a field supervisor who shall have a minimum of 5 years supervisory experience.
   - B. The Contractor shall provide telephone numbers at which someone can be reached on a 24-hour emergency basis.
   - C. Contractor vehicles, equipment and personnel must be readily identified as part of the company.
   - D. Contractor shall have an ISA Certified Arborist on staff during the Contract term.

3. Standards

   A. All work shall be performed in a professional manner using quality equipment and materials, all of which must be maintained and operated properly.

   B. Tree size shall be determined by the diameter at breast height (DBH), which is an average diameter of the tree trunk taken at a point four and one-half feet above the ground. The diameter will be measured to the nearest full inch. Trees having major limbs less than four and one-half feet from the ground shall be measured at the smallest diameter below such limbs.

   C. Methods of trimming and pruning are to be performed in accordance with standard practices set for the by the American Association of Nurseryman, International Society of Arboriculture (ISA), the National Arborist Association (Pruning Standard for Class I Pruning), and the American National Standards Institute (ANSI) A300 and Z133.1 Guidelines.

   D. Care should be taken when pruning thin bark trees. The minimum number of limbs shall be removed to obtain the desired effect without admitting excessive sunlight to the trunk of the tree, or the top of large branches.

   E. Trees should not be reduced more than 1/3 of the total area existing prior to pruning, unless authorized by the City.

   F. All tree work shall include removal of the basal sprout, suckers, brush and weeds within 2 feet of the trunk.

   G. Trees shall be shaped to remain in an appearance which is shapely and typical for their species. Sides shall be reduced in order to maintain a tree-like form.

   H. Tree removal shall include topping and other operations necessary to safely remove the assigned trees without impacting nearby operations, structures or vegetation.

   I. Tree trimming or pruning work involving oaks should not occur from April through July. All oaks pruned or trimmed shall be treated with an industry-accepted wound sealer.

4. Equipment

   A. Contractor must have in their possession or available to them by formal agreement at the time of the bidding: trucks, devices, chippers, hand tools, aerials, and other equipment which is necessary to adequately perform the work outlined in these specifications. The City may inspect such equipment or agreements prior to awarding the contract or at any time during the contract.

5. Notifications

   A. Prior to commencing work, the Contractor shall provide notices to the property owners in the affected areas. The notice shall include the work being performed, date of the work being performed and any impact on the property owners.

   B. Trees identified by the Contractor as having structural weaknesses, decayed trunks, split crotches or are otherwise unsafe shall be immediately reported to the Public Works Department.

6. Protection of Personal and Public Property

   A. The Contractor shall use all means necessary to protect private and public property during the project.

   B. Any damage to private or public property shall be immediately reported to the City.

      i. If the Contractor damages any public or private property, the Contractor shall restore, at their own expense, any public or private property damaged to a condition similar to and equal to that existing before such damage was done.

      ii. If the Contractor fails to make such repairs or restoration, after a 48-hour notice, the City may make such repairs or restoration, and bill the cost to the Contractor.

   C. Prior to any underground excavations, MISS DIG shall be notified.

D. Work near or adjacent to any above ground cable, electrical, telephone, or other utilities shall be in compliance with ANSI and the standards of the owner of the facility.

E. The Contractor shall protect all utilities from damage and shall contact the appropriate utility immediately if damage should occur. The Contractor shall be responsible for all damage claims due to the tree trimming operations.

7. Schedule and Response Time

A. For area tree work, the Contractor shall provide the City with a work schedule and completion timeframe at least two weeks prior to the anticipated start date. Contractor shall also provide the City with copies of proposed resident notification language as referenced in these specifications.

B. The City shall notify the Contractor of any scheduled or emergency work required outside of defined area tree work.

i. Scheduled work shall begin within one week after the initial notification unless otherwise directed by the City.

ii. Emergency work shall begin within two hours after the initial notification unless otherwise directed by the City.

8. Tree Damage

A. Climbing irons, spurs or spikes shall not be used on trees to be pruned. Any tree damage caused by the Contractor shall be repaired immediately to the satisfaction of the City at no additional expense.

B. Trees damaged beyond repair, as judged by a qualified arborist acceptable to the City and the Contractor, whose expenses shall be jointly covered by both parties, are to be removed and replaced by a tree of size and species designated at no additional cost to the City; or the dollar value of such damaged trees, as determined by the qualified arborist, shall be deducted from the monies owed to the Contractor.

9. Area Tree Work

A. Area tree work shall include the following

i. Elevation trimming to obtain clearance of 15'0" over the paved surface.

ii. Elevation trimming to obtain clearance of 10'0" over sidewalks, pedestrian pathways or driveways located in the City right-of-way.

iii. Elevation trimming to obtain clearance of 10'0" around roofs and structures.

iv. Visibility trimming to obtain clearance of 10'0" around streetlights.

v. Median trees shall be trimmed to be aesthetically pleasing and promote good branching habits and shapely structure typical of that tree species. This may include crown cleaning and thinning according to ANSI A300 standards.

vi. Work shall not include:

a. Tree work around street signage.

b. Tree work around electric power, communications cabling, or other aerial utilities.

c. Removal of trees. Contractor shall identify trees needing removal and notify the City of such locations to obtain approval. Pricing for tree removals shall occur following the tree removal unit pricing as submitted by the Contractor for this bid.

vii. Removal of any dead, dying or decayed wood other than tree removal.

viii. Removal of any branches damaged by storms.

10. Scheduled Tree Work

    A. Scheduled tree work shall include any tree trimming, pruning or removal as requested by the City within a scheduled timeframe.

        i. Tree removal includes stump removal.

    B. Requested work shall follow standards as set forth in these technical bid specifications.

11. Emergency Tree Work

    A. Emergency tree work shall include any tree trimming, pruning or removal as requested by the City in an emergency. Emergency tree work may range from individual tree work resulting from an isolated incident (accident, water main break, etc.) or an area-wide event (tornado).

    B. Requested work shall follow standards as set forth in these technical bid specifications.

    C. As part of the bid submittal documents, Contractor shall provide a listing of available vehicles, equipment, resources, and pricing in the event the Contractor is needed as part of a response to a City-wide emergency (i.e. tornado, straight-line winds, hail, freezing rain, etc.).

12. Stump Grinding

    A. The stump shall be ground to no less than 8-inches below grade.

    B. Stump grinding shall include removal of surface roots within the curb lawn area.

    C. If site conditions do not allow for stump grinding (i.e. fencing, building, or other obstructions) the stump shall be treated to prevent future growth.

13. Clean-Up and Removal

    A. Debris from all work associated with this Contract shall be cleaned-up each day before the work crew leaves the site, unless permission is given by the City to do otherwise. All lawn areas shall be raked, all streets and sidewalks shall be swept, and all brush, branches and logs shall be removed from the site. Areas are to be left in a condition equal to that which existed prior to the commencement of any work.

        i. The City will topsoil and hydromulch, where applicable, after the Contractor removes the tree and stump.

    B. Contractor shall be responsible for removing and disposing in a proper and acceptable manner, all logs, brush and debris resulting from the tree maintenance operations.

        i. The Contractor shall not use the City's Yard Waste Facility for the disposal of any materials resulting from the tree maintenance operations.

Progress Schedule and Completion Date

Following the award of the Contract by the City, the Contractor shall prepare a detailed Schedule of Operations that shall indicate the sequence of work. The schedule will be submitted to the City for approval.

Start date:	No earlier than JANUARY 1, 2025
Work hours:	Monday through Friday, 7:30 a.m. – 7:30 p.m.
No work on:	SATURDAYS, SUNDAYS OR CITY HOLIDAYS UNLESS REQUIRED BY AN EMERGENCY
Completion date:	By December 31, 2027.

Safety

1. The Contractor shall follow the ANSI Z-133 Standards for Tree Worker Safety and MI-OSHA Part 53 – Tree Trimming and Removal Standards.
2. All operations shall be conducted in compliance with all State safety requirements.
   A. Hard hats shall always be worn near equipment at all times, as required by Michigan Occupational Safety and Health Administration (MI-OSHA).
   B. MIOSHA approved safety vests with proper reflective striping shall always be worn while working in the City's streets, medians and right-of-ways.
   C. If proper personal protection equipment is not worn, the City reserves the right to remove the contractor from the job site until proper safety equipment is obtained.
3. The Contractor is solely responsible for pedestrian, and vehicular safety and control within the work site.

Traffic Control

1. Work performed shall be done in such a manner as to minimize vehicular and pedestrian interference.
2. Traffic Control on all streets shall be done by the Contractor at no additional cost to the City.
   A. The Contractor shall be responsible for providing all lights, cones, flagmen, barricades, flashers, signage or other warning devices necessary to adequately protect all obstructions within the work zone area and maintain a safe traffic pattern around the work area. All equipment shall be properly maintained throughout the project.
   B. All traffic control shall be per the City of Wyoming Guide for Work Area Traffic Control and The Michigan Manual of Uniform Traffic Control Devices (MI-MUTCD).
3. Work on Major Streets
   A. Any work on the major streets shall be done during the hours of 9:00AM – 3:00PM (Monday – Friday) due to the high volume of traffic and potential impacts to the schools' bussing systems. If work is scheduled on a Friday, the Contractor shall notify the City of such work at least 2 days prior to commencing such work.
4. Blocking of public streets shall not be permitted unless prior arrangements have been made with the City.

Warranties

1. The Contractor shall warrant all work to be free of defects in workmanship and materials for a period of one year from the date of final acceptance of all work.

Inspections and Acceptance

1. A designated City employee shall be inspecting the project locations to ensure proper maintenance and adherence to the Bid Specifications.
2. Work shall be completed within the specified schedule and in accordance with the specifications.
3. No payment for services will be rendered unless all conditions as specified are met.
   A. If the City deems the work unacceptable, it is the Contractor's responsibility to remedy the issue before payment shall be made.

Billing and Payment

1. Work shall be completed within the specified schedule and in accordance with the specifications.
2. No payment for services will be rendered unless all conditions as specified are met.
3. The Contractor shall submit an invoice once work is completed. The invoice shall include the following information:
   A. Date work performed, type of work performed, size of tree and location.
4. Once the work is deemed acceptable by the City, payment shall be made in accordance with the unit prices stated in the Bid Proposal for the work performed.

Subcontractors

1. Include the names, addresses and other contact information for, and responsible contacts for each subcontractor or consultant the bidder will use for the Work. The City reserves the right to approve or disapprove of all or any subcontractors and consultants. Subcontractors performing tree trimming or removal activities must have ISA Certified Arborist on staff.

Liquidated Damages

1. Liquidated Damages shall be assessed by the amount indicated in the table below. Liquidated Damages shall be assessed per workday as identified in the section on Progress Schedule.
2. Progress Schedule. Liquidated Damages shall be assessed the first workday after the completion date as identified in the table below:

Original Contract Amount			Liquidated Damages per Workday
$0	to	$49,999	$ 200
50,000	to	99,999	400
100,000	to	499,999	600
500,000	to	999,999	900
1,000,000	to	1,999,999	1,300
2,000,000	to	4,999,999	1,550
5,000,000	to	9,999,999	2,650
10,000,000	to	19,999,999	3,000
20,000,000	to	49,999,999	3,800
50,000,000	and above		4,500

Discrepancies in Plans and Specifications

1. Any discrepancies found in the Plans and Specifications must be immediately reported to the contact identified on page 1 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/Purchase Order
   Bid Proposal on the City's Form - without any additions or changes
   Technical Bid Specifications
   Instructions to Bidders
   General Bid Information
   City Contract Standard Terms and Conditions
   Drawings
   2005 City of Wyoming Standard Specifications for Construction
   Prequalification Documents

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

INSTRUCTIONS TO BIDDERS

ALL BIDS MUST:

1. Be typed or clearly printed in ink.

2. Be free of erasures or corrections except those initialed by the bidder.

3. Include the bid form and all other required forms fully completed and signed, including any detailed pricing information. Plans and specifications do not need to be returned with the bid.

4. Be free of unsolicited alternate bids. Unsolicited alternate bids will not be considered and if submitted may cause the bid to be rejected.

5. Be received by the date and time specified on page 1 of this bid document.

6. Be in a sealed envelope labeled as required on page 1 of this bid document.

7. Include a cover letter that lists all enclosures.

8. Include the original signature(s) of one or more individuals authorized to bind the proponent as required on the Bid Form and Contract:

    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.*, a corporation, a partnership, a limited liability company, a limited partnership, or other business form.

    C. Both the bid and contract must be signed by an individual with the authority to bind the bidder. For corporations, this is usually an officer such as the president, vice president or secretary. For a partnership, this is usually a general partner. For a limited liability company, this is usually a managing member. If there is a question about signing authority, the city may seek verification of that authority.

9. Include any required bid bond or other security if required by the specifications.

    A. The bid bond (if required) must be signed by the bidder/surety with the complete, usual signature of the individual(s) authorized to bind the bidder/surety.

    B. Attorneys-in-fact signing bid bonds must file with each bond a certified effective dated copy of their powers-of-attorney.

10. Include prices meeting the following requirements:

    A. Prices should be stated in units of quantity specified in the plans, specifications and request for bid. In case of any discrepancy in determining the amount of the bid, the quoted unit price will govern.

    B. Bid prices for equipment, goods or other items must include all delivery charges.

11. 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.

12. Identify any part of the specifications, standard terms and conditions, or contract terms which the bidder is unable to meet or which the bidder wishes to see modified. If modifications are requested, the bid must include the language for the requested modification.

13. Bidder must include all items as requested within this document, including but not limited to:

Cover letter

Deviations or variations to the bid specifications

Signed Bid Form

Subcontractor provision, if necessary

Signed Contract Form

BID FORM

Bid for Tree Trimming and Removal (2025 - 2027)

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?	☐	☐
Minority Owned Company?	☐	☐
Section 3 Certified Contractor?	☐	☐

If yes, Dunns #: _____

Are you, or the business owner related to any elected official or employee of the City?	☐	☐

If yes, list name and relationship: _____

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

Kent County Municipalities	☐	☐
Ottawa County Municipalities	☐	☐
Wyoming Public Schools	☐	☐

CONTACTS:

Primary Contact:

Name: _____ Title: _____

Email: _____ Phone: _____

Emergency/After Hours Contact:

Name: _____ Title: _____

Email: _____ Phone: _____

AREA TREE TRIMMING AND DISPOSAL

PAY ITEM	UNIT	2025	2026	2027
Area 1	EA			
Area 2	EA			
Area 3	EA			
Area 4	EA			
Area 5	EA			
Area 6	EA			
Area 7	EA			
Area 8	EA			
Area 9	EA			
Area 10	EA			
Area 11	EA			
Area 12	EA			
Area 13	EA			
Area 14	EA			
Area 15	EA			
Area 16	EA			
Area 17	EA			
Area 18	EA			
Area 19	EA			
Area 20	EA			

TREE TRIMMING AND DISPOSAL OF BRANCHES

PAY ITEM (DBH)	UNIT	2025		2026		2027	
		SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)
<6"	EA						
6"-12"	EA						
12"-18"	EA						
18"-24"	EA						
24"-30"	EA						
30"-36"	EA						
>36"	EA						

TREE REMOVAL, INCLUDING STUMP REMOVAL

PAY ITEM (DBH)	UNIT	2025		2026		2027	
		SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)
<6"	EA						
6"-12"	EA						
12"-18"	EA						
18"-24"	EA						
24"-30"	EA						
30"-36"	EA						
>36"	EA						

STUMP GRINDING ONLY

PAY ITEM (DBH)	UNIT	2025 SCHEDULED WORK (UNIT COST)	2026 SCHEDULED WORK (UNIT COST)	2027 SCHEDULED WORK (UNIT COST)
<6"	EA			
6"-12"	EA			
12"-18"	EA			
18"-24"	EA			
24"-30"	EA			
30"-36"	EA			
>36"	EA			

EMERGENCY VEHICLE, EQUIPMENT AND LABORER LIST

Item	Quantity Available	2025 Hourly Rate	2026 Hourly Rate	2027 Hourly Rate

NOTE: Vehicle and equipment pricing shall include operator with hourly rate

LEGAL NAME OF COMPANY

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

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

STREET ADDRESS

CITY | STATE | ZIP CODE

BID CONTACT NAME (PLEASE PRINT)

BUSINESS PHONE | CELL PHONE

EMAIL ADDRESS | FAX NUMBER

SIGNATURE FOR BIDDER | DATE

PRINTED NAME AND TITLE OF PERSON SIGNING

2ND SIGNATURE FOR BIDDER | DATE

PRINTED NAME AND TITLE OF 2ND PERSON SIGNING

SUBCONTRACTOR PROVISION

_____ Dated _____ 20 _____

Contractor may subcontract the item or items of work stipulated below, provided the name and signature of the subcontractor is listed in the space indicated, and providing the contractor and principal subcontractors perform 80% of the work. If Contractor intends to do the work only with it's own forces, it must name and perform the work itself.

NAME OF CONTRACTOR OR SUBCONTRACTOR DOING WORK	DESIGNATED ITEM

The undersigned certifies that the Bidder, whose name appears on this proposal, has permission to use our name as Subcontractor for performing the items listed above.

Signed _____ Signed _____

By _____ By _____

Address _____ Address _____

_____ _____

Signed _____ Signed _____

By _____ By _____

Address _____ Address _____

_____ _____

CONTRACT FORM

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

City Standard Contract for Tree Trimming and Removal (2025 – 2027)

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

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

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

"Contractor" means:

LEGAL NAME OF COMPANY

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

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

ADDRESS

CITY STATE ZIP CODE

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

Terms and Conditions

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

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

   None
4. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By:_____
John Shay, City Manager

Date signed: _____, 202__

Approved as to form:

_____
Scott G. Smith, City Attorney

Contractor:

_____
[Type or print Contractor's name]

By:_____
Signature for bidder

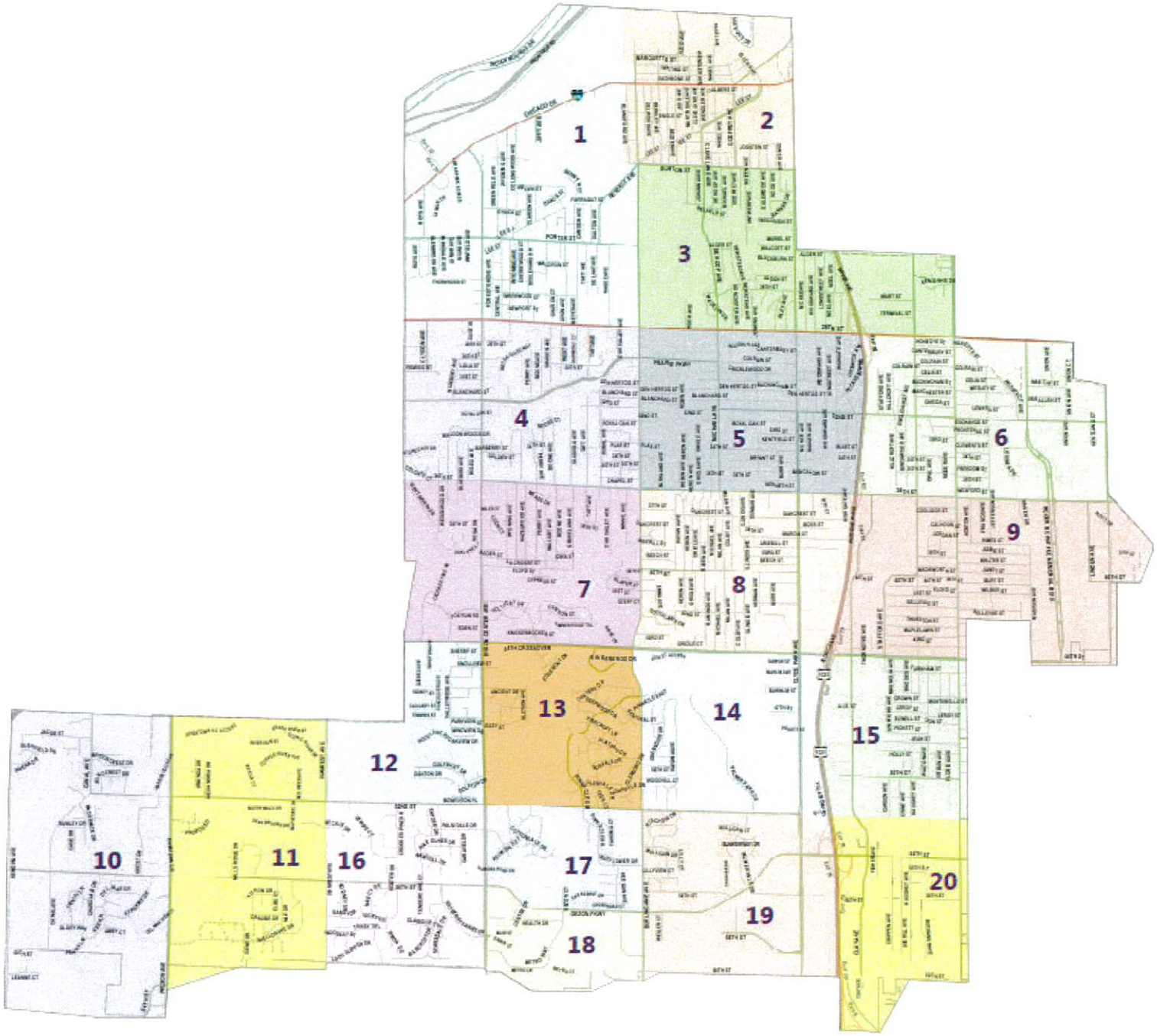
_____
Printed name of person signing for bidder

_____
Title of person signing for bidder

Date signed: _____, 202__

ATTACHMENT A

AREA TREE WORK LOCATIONS MAP



CITY OF WYOMING | PUBLIC WORKS

2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | Fax 616.249.3478 | wyomingmi.gov

ADDENDUM - BID/PROPOSAL FOR TREE TRIMMING AND REMOVAL (2025-2027)

BID DUE: 11:00 AM; Tuesday, November 19, 2024

ADDENDUM #1

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

Bidders/Proposers must complete this addendum and attach to your bid/proposal. If your bid/proposal has already been submitted, return the addendum to the Clerk's Office in a sealed envelope with the name of the bid/proposal and your company name written on the outside of the envelope.

COMPANY NAME

BUSINESS PHONE | CELL PHONE | EMAIL ADDRESS (REQUIRED)

NAME (PLEASE PRINT) | SIGNATURE (REQUIRED) | DATE

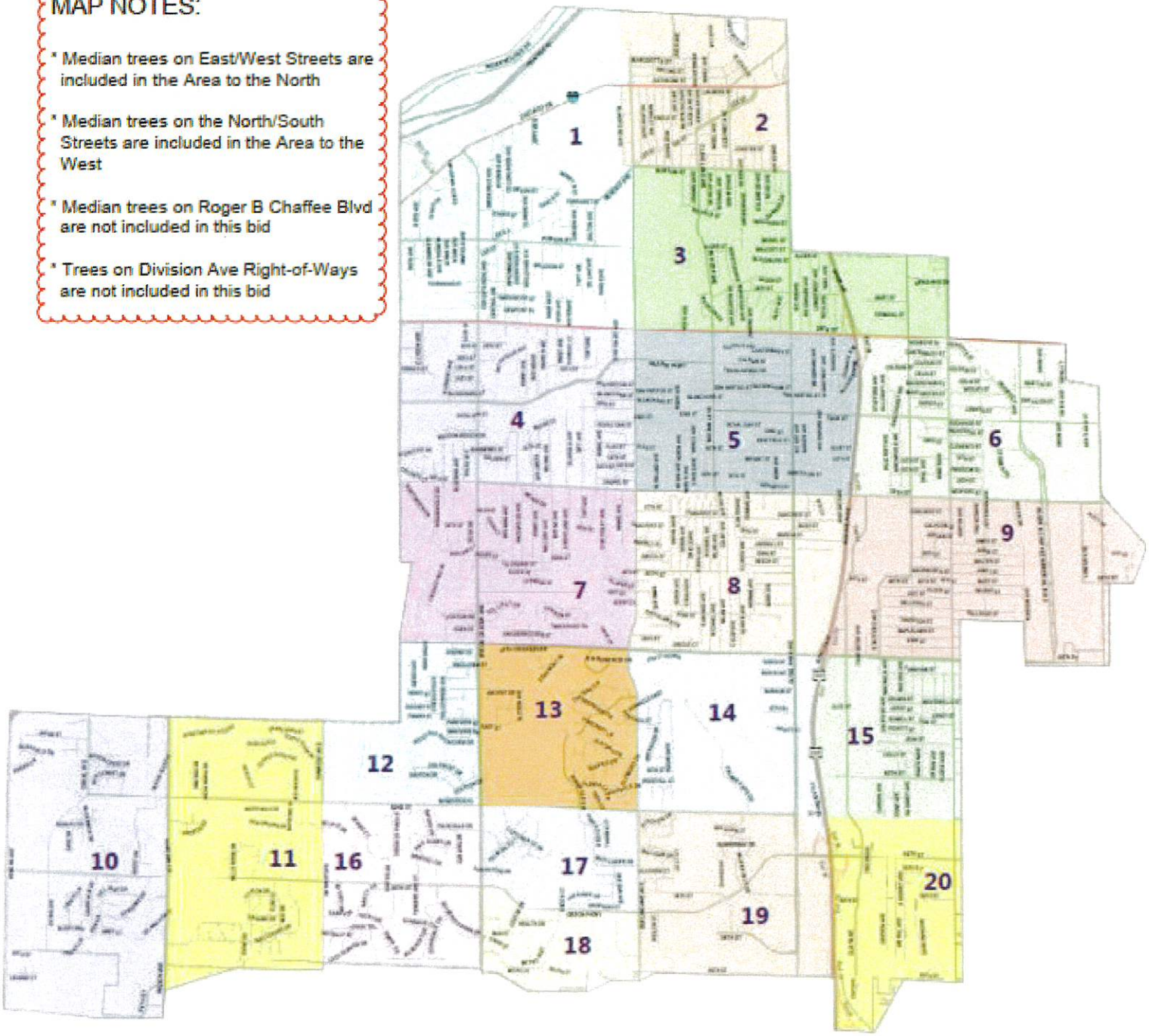
Addendum #1

ATTACHMENT A

AREA TREE WORK LOCATIONS MAP

MAP NOTES:

* Median trees on East/West Streets are included in the Area to the North
* Median trees on the North/South Streets are included in the Area to the West
* Median trees on Roger B Chaffee Blvd are not included in this bid
* Trees on Division Ave Right-of-Ways are not included in this bid



BID FORM

Bid for Tree Trimming and Removal (2025 - 2027)

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?	☐	☒
Minority Owned Company?	☐	☒
Section 3 Certified Contractor?	☐	☒

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?

Kent County Municipalities	☐	☒
Ottawa County Municipalities	☐	☒
Wyoming Public Schools	☐	☒

CONTACTS:

Primary Contact:

Name: Ben Euwema Title: Supervisor/Sales

Email: BEUWEMA@WE-CHOP.COM Phone: (616) 293-3696

Emergency/After Hours Contact:

Name: Ben Euwema Title: Supervisor/Sales

Email: BEUWEMA@WE-CHOP.COM Phone: (616) 293-3696

AREA TREE TRIMMING AND DISPOSAL

PAY ITEM	UNIT	2025	2026	2027
Area 1	EA	18,702.44	19,113.89	19,534.40
Area 2	EA	8,026.80	8,203.39	8,383.86
Area 3	EA	16,040.20	16,393.08	16,753.73
Area 4	EA	8,829.48	9,023.73	9,222.25
Area 5	EA	20,067.00	20,508.47	20,959.66
Area 6	EA	15,250.92	15,586.44	15,929.34
Area 7	EA	16,053.60	16,406.78	16,767.73
Area 8	EA	24,080.40	24,610.17	25,151.59
Area 9	EA	16,856.28	17,227.12	17,606.11
Area 10	EA	34,113.90	34,864.41	35,631.42
Area 11	EA	16,053.60	16,406.78	16,767.73
Area 12	EA	14,769.31	15,094.23	15,426.31
Area 13	EA	36,120.60	36,915.25	37,727.39
Area 14	EA	14,448.24	14,766.10	15,090.96
Area 15	EA	12,040.20	12,305.08	12,575.80
Area 16	EA	19,344.59	19,770.17	20,205.11
Area 17	EA	8,026.80	8,203.39	8,383.86
Area 18	EA	4,031.40	4,120.09	4,210.73
Area 19	EA	24,080.40	24,610.17	25,151.59
Area 20	EA	6,421.44	6,562.17	6,707.09

TREE TRIMMING AND DISPOSAL OF BRANCHES

PAY ITEM (DBH)	UNIT	2025		2026		2027	
		SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)
<6"	EA	20.00	100.50	20.60	105.50	21.22	110.50
6"-12"	EA	45.00	133.00	46.35	138.00	47.74	143.00
12"-18"	EA	79.00	206.00	81.37	211.00	83.81	216.00
18"-24"	EA	165.00	302.00	169.95	307.00	175.05	312.00
24"-30"	EA	260.00	445.00	267.80	450.00	275.83	455.00
30"-36"	EA	400.00	695.00	412.00	700.00	424.36	705.00
>36"	EA	600.00	1,008.00	618.00	1,013.00	636.54	1,018.00

TREE REMOVAL, INCLUDING STUMP REMOVAL

PAY ITEM (DBH)	UNIT	2025		2026		2027	
		SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)
<6"	EA	175.00	267.00	180.25	272.00	185.66	277.00
6"-12"	EA	265.00	403.00	272.95	408.00	281.14	413.00
12"-18"	EA	437.00	700.00	450.11	705.00	463.61	710.00
18"-24"	EA	730.00	1,185.00	751.90	1,190.00	774.46	1,195.00
24"-30"	EA	1,025.00	1,842.00	1055.75	1,847.00	1087.42	1,852.00
30"-36"	EA	1,550.00	2837.00	1,596.50	2,842.00	1644.40	2,847.00
>36"	EA	2,300.00	4,206.00	2369.00	4,211.00	2,440.07	4,216.00

STUMP GRINDING ONLY

PAY ITEM (DBH)	UNIT	2025 SCHEDULED WORK (UNIT COST)	2026 SCHEDULED WORK (UNIT COST)	2027 SCHEDULED WORK (UNIT COST)
<6"	EA	80.00	82.40	84.87
6"-12"	EA	112.00	115.36	118.82
12"-18"	EA	175.00	180.25	185.66
18"-24"	EA	290.00	298.70	307.66
24"-30"	EA	365.00	375.95	387.23
30"-36"	EA	480.00	494.40	509.23
>36"	EA	610.00	628.30	647.15

EMERGENCY VEHICLE, EQUIPMENT AND LABORER LIST

Item	Quantity Available	2025 Hourly Rate	2026 Hourly Rate	2027 Hourly Rate
Bucket Truck 50-60'	3	205.00	210.00	215.00
Chipper	3	45.00	50.00	55.00
Prentice Log Loader	1	120.00	125.00	130.00
Log Truck w/Skid steer	2	100.00	105.00	110.00
Skid steer	3	57.00	62.00	67.00

NOTE: Vehicle and equipment pricing shall include operator with hourly rate

BID FORM, CONTINUED

Procare Tree Service LLC
LEGAL NAME OF COMPANY

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

LLC- 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

1505 Steele Ave SW
STREET ADDRESS

Grand Rapids | MI | 49507
CITY | STATE | ZIP CODE

Ben Euwema
BID CONTACT NAME (PLEASE PRINT)

(616) 583-9821
BUSINESS PHONE

(616) 293-3696
CELL PHONE

BEUWEMA@WE-CHOP.com
EMAIL ADDRESS

(616) 583-9824
FAX NUMBER

Leah Bakhuyzen
SIGNATURE FOR BIDDER

11/12/24
DATE

Leah Bakhuyzen Admin Asst.
PRINTED NAME AND TITLE OF PERSON SIGNING

Joy Gorman
2ND SIGNATURE FOR BIDDER

11-12-24
DATE

Joy Gorman, Office Mgr
PRINTED NAME AND TITLE OF 2ND PERSON SIGNING

RECEIVED
NOV 1[illegible]
Wyoming City Clerk

SUBCONTRACTOR PROVISION

N/A Dated _____ 20 _____

Contractor may subcontract the item or items of work stipulated below, provided the name and signature of the subcontractor is listed in the space indicated, and providing the contractor and principal subcontractors perform 80% of the work. If Contractor intends to do the work only with it's own forces, it must name and perform the work itself.

NAME OF CONTRACTOR OR SUBCONTRACTOR DOING WORK	DESIGNATED ITEM

The undersigned certifies that the Bidder, whose name appears on this proposal, has permission to use our name as Subcontractor for performing the items listed above.

Signed _____ Signed _____

By _____ By _____

Address _____ Address _____

_____ _____

Signed _____ Signed _____

By _____ By _____

Address _____ Address _____

_____ _____

CONTRACT FORM

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

City Standard Contract for Tree Trimming and Removal (2025 – 2027)

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

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

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

"Contractor" means:

LEGAL NAME OF COMPANY: Procare Tree Service LLC

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

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

ADDRESS: 1505 Steele Ave SW

CITY: Grand Rapids STATE: MI ZIP CODE: 49507

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

Terms and Conditions

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

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

   None
4. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 202__

Approved as to form:

_____
Scott G. Smith, City Attorney

Contractor:

_____
[Type or print Contractor's name]

By: Leah Bakhuyzen
Signature for bidder

Leah Bakhuyzen
Printed name of person signing for bidder

Admin Asst
Title of person signing for bidder

Date signed: Nov 12, 2024

CITY OF WYOMING | PUBLIC WORKS

2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | Fax 616.249.3478 | wyomingmi.gov

ADDENDUM - BID/PROPOSAL FOR
TREE TRIMMING AND REMOVAL (2025-2027)

BID DUE: 11:00 AM; Tuesday, November 19, 2024

ADDENDUM #1

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

Bidders/Proposers must complete this addendum and attach to your bid/proposal. If your bid/proposal has already been submitted, return the addendum to the Clerk's Office in a sealed envelope with the name of the bid/proposal and your company name written on the outside of the envelope.

CHOP
COMPANY NAME

(616)583-9821 (616)293-3696 INFO@WE-CHOP.COM
BUSINESS PHONE CELL PHONE EMAIL ADDRESS (REQUIRED)

Leah Bakhuyzen Leah Bakhuyzen 11/12/24
NAME (PLEASE PRINT) SIGNATURE (REQUIRED) DATE

CITY OF WYOMING

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN $8,500)
(WITH RFP)

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: Monarch Tree Services LLC
[Name of contracting entity]
A Michigan limited liability company
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
6586 Mount Garfield Road
[Contractor's street address]
Nunica, MI 49448
[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: January 7, 2025. Normally this is the day after the Council meeting at which it is approved.

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

Proposal means Contractor's Bid/Proposal attached as Exhibit C.

RFP means the Request for Bids/Proposals attached as Exhibit B and includes all plans and drawings referred to in it.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods as detailed in the RFP as modified by the Proposal.
2. City will pay the Contractor in accordance with the RFP as modified by 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:

   Contractor shall provide services in the following categories outlined in the bid package: 1) Tree trimming and disposal of branches – Scheduled 2) Tree trimming and disposal of branches – Emergency work. 3) Tree removal, including stump removal – Scheduled. 4) Tree removal, including stump removal - Emergency work. 5) Stump grinding only – Scheduled. 6) Emergency vehicle, equipment and laborer list.
   [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 provided before beginning any Work.
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by 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: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

_____
Scott G. Smith, City Attorney

Monarch Tree Services LLC

By: Patric Morren
[Signature officer, director, or principal of Contractor]
Patric Morren Owner
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 12-16, 2024

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Contractor attests it complies with and promises it will comply with these Terms and Conditions.

1. Legal Compliance. Contractor and all Contractor's personnel must 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, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. Permits and Inspections. Unless the RFP or Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. Grant Compliance. If the RFP identifies state or federal grant funds as a source of payment for the project, Contractor (i) represents it has reviewed the grant agreement and (ii) will comply with grant agreement terms and conditions that apply to this Contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (**HUD**), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2024 (it may be updated), that is General Decision No. MI20240088, dated 01/19/2024, https://sam.gov/wage-determination/MI20240088/1.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200.

3. If project costs are $200,000 or more, HUD Section 3 provisions may require training and employment of low- and very love-income persons. See 24 CFR 75.3(a)(iii) (https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf).

B. If the RFP indicates they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

4. Qualifications. Contractor represents and promises that:

A. Contractor and Contractor's personnel must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not 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 not 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 not 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 not 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 HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: https://usfcr.com. Contractor and all subcontractors 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 City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

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. 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, 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.*, speak English less than very well), Contractor must use language assistance services in communications.

C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

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 Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that

would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the 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 City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify 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 subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.IRS.gov).

B. Payments to Contractor will be made in accordance with the RFP. If no other terms are provided, payment of an invoice to 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 §17. City will pay undisputed amounts 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 City, defend every action brought against City or City's officers or employees for any alleged infringement of 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 action.

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the RFP calls for the use, installation, or acquisition of materials, equipment, supplies or other items:

A. Unless otherwise stated in the RFP, all materials, equipment, supplies, and items shall be new, the best of their respective kind, and free from defects.

B. Specifications in RFP are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

C. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for such items, and ensure all related warranties are held by or assigned to City.

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules a or promptly replace rejected materials renders 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 Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the RFP or Proposal expressly states 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 laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the RFP states otherwise, Contractor will restore, without expense to 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, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

12. Access to Work. City personnel and representatives must always have access to all the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to inspect the Work.

A. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts. On construction projects state sales taxes are applicable on materials only.

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) 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 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 a City request, allow inspection, auditing and copying of all retained records.

14. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Contractor's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

15. Independent Contractor. Contractor and Contractor's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Contractor is solely responsible Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

A. In case of Contractor's default, 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 City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a 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 16.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 state courts in Kent County, Michigan.

E. In addition to any other remedies to which a 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. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction\Prequalification at https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. 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 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 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.

18. Insurance.

A. Unless otherwise provided in the RFP, 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 these 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. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): $2,000,000 per person	Coverage shall be primary and any other insurance shall be secondary and/or excess.
$2,000,000 per occurrence	
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: $500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
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). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than $0. Amount required $_____.	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 $_____.	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. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	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. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, 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) authorized agents of the foregoing.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

C. Reference by office to a City officer includes that City officer's designee(s).

CITY OF WYOMING

REQUEST FOR BIDS

The City of Wyoming, Michigan is requesting bids for the services or project generally referred to as:

Tree Trimming and Removal (2025 – 2027)

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

Specifications and Bidding Documents shall be issued only to Bidders who have been qualified by the City of Wyoming. A Bidder who has not been pre-qualified shall submit the required pre-qualification information at least seven (7) days prior to the date bids are due. The Public Works Department may pre-qualify Contractors who have worked for the City of Wyoming in the past three (3) years without submitting the pre-qualification information. The Public Works Department will have the bid specifications available to only pre-qualified bidders on NOVEMBER 4, 2024.

Due Date and Time

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

Due date and time:	Tuesday, November 19, 2024, 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 (USPS) for delivery, add PO Box 905 to the mailing address above.

All bids must include the fully signed Bid Proposal Form and all other required information submitted in a sealed envelope and plainly labeled: **"TREE TRIMMING AND REMOVAL (2025 – 2027)"**

Bidders are solely responsible for ensuring delivery by the required date and time. Any bid, 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 above specified due date and time, will not be opened and will be returned to the bidder. **Bids will not be accepted by e-mail or other form of electronic delivery.**

Bids received will be publicly opened and read immediately following the receiving date/time specified above.

Pre-Bid Meeting

A pre-bid meeting will not be held.

Questions, Interpretations and Addenda

Questions about or requests for interpretation of this request for bids, any of the plans and specifications, or any bid requirements may be directed via e-mail to Ross.VanderLugt@wyomingmi.gov. No questions or interpretations will be issued later than 24 hours before the due date for bids. Questions will not be answered by phone or in other oral communication. Addendums, answers to questions or interpretations that may be of general interest to all Bidders will be emailed to all that received the bid. Information on all changes, addendums, answers to questions or interpretations will also be available at the City's Public Works Department, 2660 Burlingame Ave SW, Wyoming, MI 49509.

It is the Bidder'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 shall be bound by such changes or addenda.

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GENERAL BID INFORMATION

Bidders shall familiarize themselves with this bid document, standard terms and conditions, plans, specifications (including any issued addenda and interpretations), the work required, and site conditions prior to submitting its bid to ensure the fulfillment of the intent of the bid and contract documents.

Bid Requirements

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

Any bidder may withdraw his/her bid at any time prior to the scheduled time for the bid opening.

All bidders are responsible for the following in preparing and submitting a bid:

1. Reviewing and being familiar with this request for bid 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 will be posted on the City's website when issued. No addenda or interpretations will be issued later than 4 days before the due date for bids.
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, the bidder 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 in this bid document are for reference only and need not be returned with the bid. They will, however, be part of the contract documents.

Bid Opening and Tabulation

Bids will be publicly opened and read immediately following the due date and time stated on page 1 of this bid document. Bids will be tabulated by Wyoming City staff working in conjunction with any design professional or other consultant identified in the specifications or contract document(s).

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

City's Reservation of Rights

The City reserves the rights to:

1. Cancel any bid, order, and/or contract in whole or in part without penalty due to failure of the bidder/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 using quoted unit prices,
5. Review the experience, qualifications, and other information about any bidder and any identified subcontractor(s) and consultant(s) submitted as part of the bid,

6. Make inquiries of others about, or investigate any bidder, any identified subcontractor(s) or consultant(s), and any of their personnel,
7. Require background checks of the personnel of any bidder or identified subcontractor or consultant of any bidder to be undertaken at the expense of the bidder,
8. Negotiate with one or more selected bidder(s), and
9. Award the contract in a manner and to such bidder as deemed to be in the best interest of the City.

General Description of Consideration Process

Consideration of bids typically involves (i) review and tabulation of the bids and accompanying information, (ii) review of bid alternates and any provided samples, (iii) recommendation from the outside design professional (if identified in the plans and specifications), (iv) contacts of references and those for whom bidders 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 bidder, and (vii) City Council award of the contract. The 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, (i) the bidder's experience and expertise, (ii) the bidder's reputation, (iii) previous City experience with a bidder, (iv) the experience, expertise, reputation, and previous City experience with the bidder's identified subcontractors and consultants, and (v) other factors may be as or more important with respect to the award of any particular bid.

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

Because these are contract terms and conditions, the term "Contractor" is used to refer to the bidder 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 must 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 specifications or the submitted bid state otherwise, Contractor shall, without expense to the City, obtain all necessary 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 it has reviewed or is otherwise familiar with the grant requirements and (ii) it agrees to comply with any grant agreement terms and conditions that apply to the contract. **NO GRANT FUNDS ARE USED IN THIS CONTRACT.**

   A. Federal grant funds, specifically Community Development Block Grant funds, will be used for this contract. Davis-Bacon Act, prevailing wages requirements, and other federal requirements apply. Wage rate information may be referenced at https://sam.gov/content/wage-determinations.

   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.

   D. NOTE THAT SOME STATE GRANTS NOW REQUIRE PAYMENT OF PREVAILING WAGES.

   E. SOME FEDERAL GRANTS AND STATE GRANTS USING FEDERAL FUNDS MAY ALSO REQUIRE "BUY AMERICAN" COMPLIANCE.

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 this contract.

   B. Neither Contractor nor any subcontractor or any of their respective principals, owners, officers, shareholders, key employees, directors, members or partners (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracts by any federal

department or agency; (ii) have within the last 3-years been convicted of or had a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract; violating federal or state antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) is presently indicted for or criminally charged by a governmental entity with committing any of the offenses listed in this certification; or (iv) has within the last 3-years had one or more public contracts 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. **NO CDBG FUNDS ARE USED IN THIS CONTRACT.**

D. Contractor and any subcontractor will register on the Federal SAM Registry available at: https://usfcr.com.

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

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

G. Contractor and subcontractors may be required to obtain clearance or sign forms consenting to review by and clearance from state or federal agencies that enforce or review compliance with these requirements.

5. Diversity and Inclusion. Contractor and all Contractor's subcontractors, suppliers and consultants, will not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment, or matters related to employment because of religion, race, color, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the employee's or applicant's ability to perform the duties of a particular job or position. Contractor and all Contractor's subcontractors, suppliers and consultants will comply with all applicable laws, rules, regulations regarding discrimination and inclusion (*e.g.*, Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and those identified at the following website: https://www.eeoc.gov/).

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 contract.

B. No owner, director, officer, member, partner or key employee of Contractor and no owner, director, officer, member, partner or key employee 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 any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its bid.

C. Contractor will immediately notify the City of any subsequently discovered violation of these standards.

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 except in accordance with the City Manager's prior written 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 contact identified on page 1 of this bid an IRS W-9 form (available at https://www.irs.gov/pub/irs-pdf/fw9.pdf).

   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 for call for the use, installation or acquisition for City use of 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 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 shall be the sole judge of equivalency. Contractors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

   C. The City reserves the right to request samples. Contractor shall provide samples as requested to the City at Contractor's own expense within 10 days of bid opening. Samples will not be returned.

   D. Contractor shall provide the City all manufacturer parts lists, assembly or maintenance information, and any other documents provided by the manufacturer, or 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, 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. Bid prices shall be quoted delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the bid 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 of all debris resulting from the Work. Disposal will comply with applicable laws, rules and regulations. Contractor shall 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 shall 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 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. Quotations must be separated to show the amount to be 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 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 6 years after completion of this contract. Contractor shall, within 2 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 this 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 documents otherwise provide, the following applies to any dispute about the bid, contract award, or this 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 reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Council at its next meeting.

    B. Before filing any lawsuit, a party shall 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. By submitting a bid a bidder is agreeing 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.

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 to any City officer includes that City officer's designee(s).

BONDS AND LIENS

Bid Bond

A Bid Bond is not required for this project.

Payment Bond

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 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.

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.

Performance Bond

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 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.

No Liens

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 the City for any costs the City incurs to secure the release of that lien.

RISK ALLOCATION AND INSURANCE

Risk Allocation

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.

Contractor shall hold the City and the City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against all claims made by persons other than the City as a result of Contractor's Work under or performance of the 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 the Contract.

Insurance

Contractors performing work on City property or public right-of-way for the City shall provide the City with copies of all certificates of insurance, policies and endorsements evidencing the coverage and coverage provisions identified below.

1. Contractors shall also provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractors' policy.
2. All insurance carriers shall be "A" rated by the A.M. Best Company.
3. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.
4. All policies shall provide the following notification of cancellation or material change:

   It is understood and agreed that 30-days, 10-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 - Public Works, 2660 Burlingame Ave SW, Wyoming, MI 49509.
5. If any of the insurance is canceled, the Contractor shall cease operations on the date of termination and shall not resume operations until new insurance is in force.
6. If the following chart states that additional insured have to be named for any of the listed types of insurance, certificates of insurance and all needed endorsements for that insurance shall provide the following are covered:
   A. City of Wyoming,
   B. Authorities created by the City of Wyoming,
   C. All directors, board members, officers, elected and appointed officials, employees, volunteers and other agents of all the above entities.
7. If additional insureds have to be named, the following shall apply:
   A. Coverage afforded to the required insureds or additional insured shall be primary and non-contributory and any other insurance or coverage of the City's that may be in effect shall be secondary and/or excess.
   B. A waiver of subrogation shall be included in favor of the Additional Insureds.

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 General Aggregate Limit $2,000,000 Products/Completed Operations	Coverage shall include the following: (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, including ongoing and products-completed operations (CG 2010 and CG 2037 or equivalent) **Additional Insureds are required.**
Required Limits	**Additional Requirements**
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): $2,000,000 per person $2,000,000 per occurrence $2,000,000 per accident, **or** $2,000,000 Combined Single Limit, ea. accident	**Additional Insureds are required.**
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE	
Minimal Limits: $500,000 each accident $500,000 Disease, each employee $500,000 Disease – policy limit	Coverage shall be in accordance with all applicable Michigan statutes. Except where prohibited by law, waiver of subrogation is required covering the following: A. City of Wyoming B. Authorities created by the City of Wyoming, C. NAME OF ENGINEERING OR ARCHITECTURAL FIRM, if applicable' D. If this is an MDOT project, STATE OF MICHIGAN, MICHIGAN DEPARTMENT OF TRANSPORTATION, AND MICHIGAN TRANSPORTATION COMMISSION. E. If this is a Natural Resources Trust Fund Project, THE MICHIGAN NATURAL RESOURCES TRUST FUND, AND MICHIGAN DEPARTMENT OF NATURAL RESOURCES. F. If there are other grant funds included or a private property owner involved, there may be other required insureds. G. All directors, board members, officers, elected and appointed officials, employees, volunteers and other agents of all the above entities.
EXCESS/UMBRELLA INSURANCE	
	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). **Additional Insureds are required.**
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.
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. **Additional Insureds are required.**
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.

Sample Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: John Smith	
ABC Insurance Agency 123 Main Street Anywhere MI 12345	PHONE (A/C, No, Ext): 555-555-1234	FAX (A/C, No): 555-555-5678
	E-MAIL ADDRESS: johnsmith@johnsmith.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ABC Insurance Company	00000
INSURER B : DEF Insurance Company	10001
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
XYZ Construction Company
456 Main Street
Anywhere MI 12345

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 0
	X XCU Included						MED EXP (Any one person)	$ 0
		Y		00-00-00-00			PERSONAL & ADV INJURY	$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS	Y		00-00-00-00			BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE	Y					AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		00-00-00-00			E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Wyoming Project Name:_____

The following are additional insureds: (i) City of Wyoming,(ii) all authorities, boards and bodies created by the City of Wyoming, (iii) Name of Engineering/ Architectural Firm (if applicable), (iv) State of Michigan, Michigan Department of Transportation, and Michigan Transportation Commission or other entities (if applicable) (v) all directors, board members, officers, elected and appointed officials, employees, volunteers and other agents of those entities. For additional insureds this coverage will be primary and any other insurance covering them will be secondary. Subrogation is waived for all additional insureds.
Additional Insured - See Endorsement. Cancellation Notice - See Endorsement. Primary & Secondary - See Endorsement.

CERTIFICATE HOLDER

City of Wyoming
Public Works Department
2660 Burlingame Ave SW
Wyoming MI 49509

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
AGENT SIGNATURE

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CITY OF WYOMING STANDARD SPECIFICATIONS FOR CONSTRUCTION

The City of Wyoming Engineering Division maintains standard construction specifications that may be referenced throughout this Request for Bids document. These specifications are available online at:

https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications

TECHNICAL BID SPECIFICATIONS

Scope

1. The City of Wyoming Public Works Department is soliciting proposals to perform tree trimming, tree removal, and stump grinding work for a three-year period beginning January 1, 2025. This work is to be performed within designated areas of the City or at individual locations on either a scheduled or emergency basis. The City is additionally requesting pricing for vehicles, equipment, labor and related resources in the event of a City-wide emergency (tornado, straight-line winds, freezing rain, etc). The selected Contractor shall also provide professional opinions on dead, dying or diseased trees or limbs as requested by the City.
2. The Contractor shall furnish all supervision, labor, equipment, materials, tools, traffic control devices, permits, licenses, certificates or fees necessary to perform the tree trimming and removal work.
3. The anticipated overall budget for the first year of the bid is approximately $75,000. The City reserves the right to increase, decrease or cancel any project due to Legislative actions, funding deficiencies, and/or natural emergencies.

Work

1. Project Locations
   - A. This project is located within the City of Wyoming.
     - i. MDOT controlled roads (Chicago Drive, 28th Street, US-131 and M-6) are not included as part of this project.
     - ii. Trees located in the median of Roger B Chaffee Memorial Boulevard, south of 32nd Street of and north of 44th Street are not included as part of this project.
     - iii. Trees located in the right-of-way of Division Avenue are not included as part of this project.
   - B. The City is split into 20 areas for tree work. These areas are provided as Attachment A of these specifications. These areas include trees located in City-owned: rights-of-way, boulevards, medians, islands, and cul-de-sacs. City right-of-way ownership is generally defined as 1 foot beyond the sidewalk edge farthest from the centerline of the adjoining street.
     - i. It is the intent of the City to have the Contractor work in these areas one time during the Contract term, however, the City may remove some of the areas based on the bid pricing, as well as need of services at the time. Prior to each Contract year, the City will notify the Contractor which areas are to be worked in during that Contract year. The Contractor shall not work in any area unless the City has given prior permission to begin.
   - C. City parks, buildings or facilities are not included in the 20 defined areas for tree work. Work done at these locations may be performed as requested by the City as part of scheduled or emergency tree work.
   - D. Trees located on private property shall not be removed but may be trimmed to the standards as defined in these specifications.
2. Personnel
   - A. The Contractor shall identify a field supervisor who shall have a minimum of 5 years supervisory experience.
   - B. The Contractor shall provide telephone numbers at which someone can be reached on a 24-hour emergency basis.
   - C. Contractor vehicles, equipment and personnel must be readily identified as part of the company.
   - D. Contractor shall have an ISA Certified Arborist on staff during the Contract term.

3. Standards

   A. All work shall be performed in a professional manner using quality equipment and materials, all of which must be maintained and operated properly.

   B. Tree size shall be determined by the diameter at breast height (DBH), which is an average diameter of the tree trunk taken at a point four and one-half feet above the ground. The diameter will be measured to the nearest full inch. Trees having major limbs less than four and one-half feet from the ground shall be measured at the smallest diameter below such limbs.

   C. Methods of trimming and pruning are to be performed in accordance with standard practices set for the by the American Association of Nurseryman, International Society of Arboriculture (ISA), the National Arborist Association (Pruning Standard for Class I Pruning), and the American National Standards Institute (ANSI) A300 and Z133.1 Guidelines.

   D. Care should be taken when pruning thin bark trees. The minimum number of limbs shall be removed to obtain the desired effect without admitting excessive sunlight to the trunk of the tree, or the top of large branches.

   E. Trees should not be reduced more than 1/3 of the total area existing prior to pruning, unless authorized by the City.

   F. All tree work shall include removal of the basal sprout, suckers, brush and weeds within 2 feet of the trunk.

   G. Trees shall be shaped to remain in an appearance which is shapely and typical for their species. Sides shall be reduced in order to maintain a tree-like form.

   H. Tree removal shall include topping and other operations necessary to safely remove the assigned trees without impacting nearby operations, structures or vegetation.

   I. Tree trimming or pruning work involving oaks should not occur from April through July. All oaks pruned or trimmed shall be treated with an industry-accepted wound sealer.

4. Equipment

   A. Contractor must have in their possession or available to them by formal agreement at the time of the bidding: trucks, devices, chippers, hand tools, aerials, and other equipment which is necessary to adequately perform the work outlined in these specifications. The City may inspect such equipment or agreements prior to awarding the contract or at any time during the contract.

5. Notifications

   A. Prior to commencing work, the Contractor shall provide notices to the property owners in the affected areas. The notice shall include the work being performed, date of the work being performed and any impact on the property owners.

   B. Trees identified by the Contractor as having structural weaknesses, decayed trunks, split crotches or are otherwise unsafe shall be immediately reported to the Public Works Department.

6. Protection of Personal and Public Property

   A. The Contractor shall use all means necessary to protect private and public property during the project.

   B. Any damage to private or public property shall be immediately reported to the City.

      i. If the Contractor damages any public or private property, the Contractor shall restore, at their own expense, any public or private property damaged to a condition similar to and equal to that existing before such damage was done.

      ii. If the Contractor fails to make such repairs or restoration, after a 48-hour notice, the City may make such repairs or restoration, and bill the cost to the Contractor.

   C. Prior to any underground excavations, MISS DIG shall be notified.

D. Work near or adjacent to any above ground cable, electrical, telephone, or other utilities shall be in compliance with ANSI and the standards of the owner of the facility.

E. The Contractor shall protect all utilities from damage and shall contact the appropriate utility immediately if damage should occur. The Contractor shall be responsible for all damage claims due to the tree trimming operations.

7. Schedule and Response Time

A. For area tree work, the Contractor shall provide the City with a work schedule and completion timeframe at least two weeks prior to the anticipated start date. Contractor shall also provide the City with copies of proposed resident notification language as referenced in these specifications.

B. The City shall notify the Contractor of any scheduled or emergency work required outside of defined area tree work.

i. Scheduled work shall begin within one week after the initial notification unless otherwise directed by the City.

ii. Emergency work shall begin within two hours after the initial notification unless otherwise directed by the City.

8. Tree Damage

A. Climbing irons, spurs or spikes shall not be used on trees to be pruned. Any tree damage caused by the Contractor shall be repaired immediately to the satisfaction of the City at no additional expense.

B. Trees damaged beyond repair, as judged by a qualified arborist acceptable to the City and the Contractor, whose expenses shall be jointly covered by both parties, are to be removed and replaced by a tree of size and species designated at no additional cost to the City; or the dollar value of such damaged trees, as determined by the qualified arborist, shall be deducted from the monies owed to the Contractor.

9. Area Tree Work

A. Area tree work shall include the following

i. Elevation trimming to obtain clearance of 15'0" over the paved surface.

ii. Elevation trimming to obtain clearance of 10'0" over sidewalks, pedestrian pathways or driveways located in the City right-of-way.

iii. Elevation trimming to obtain clearance of 10'0" around roofs and structures.

iv. Visibility trimming to obtain clearance of 10'0" around streetlights.

v. Median trees shall be trimmed to be aesthetically pleasing and promote good branching habits and shapely structure typical of that tree species. This may include crown cleaning and thinning according to ANSI A300 standards.

vi. Work shall not include:

a. Tree work around street signage.

b. Tree work around electric power, communications cabling, or other aerial utilities.

c. Removal of trees. Contractor shall identify trees needing removal and notify the City of such locations to obtain approval. Pricing for tree removals shall occur following the tree removal unit pricing as submitted by the Contractor for this bid.

vii. Removal of any dead, dying or decayed wood other than tree removal.

viii. Removal of any branches damaged by storms.

10. Scheduled Tree Work

    A. Scheduled tree work shall include any tree trimming, pruning or removal as requested by the City within a scheduled timeframe.

        i. Tree removal includes stump removal.

    B. Requested work shall follow standards as set forth in these technical bid specifications.

11. Emergency Tree Work

    A. Emergency tree work shall include any tree trimming, pruning or removal as requested by the City in an emergency. Emergency tree work may range from individual tree work resulting from an isolated incident (accident, water main break, etc.) or an area-wide event (tornado).

    B. Requested work shall follow standards as set forth in these technical bid specifications.

    C. As part of the bid submittal documents, Contractor shall provide a listing of available vehicles, equipment, resources, and pricing in the event the Contractor is needed as part of a response to a City-wide emergency (i.e. tornado, straight-line winds, hail, freezing rain, etc.).

12. Stump Grinding

    A. The stump shall be ground to no less than 8-inches below grade.

    B. Stump grinding shall include removal of surface roots within the curb lawn area.

    C. If site conditions do not allow for stump grinding (i.e. fencing, building, or other obstructions) the stump shall be treated to prevent future growth.

13. Clean-Up and Removal

    A. Debris from all work associated with this Contract shall be cleaned-up each day before the work crew leaves the site, unless permission is given by the City to do otherwise. All lawn areas shall be raked, all streets and sidewalks shall be swept, and all brush, branches and logs shall be removed from the site. Areas are to be left in a condition equal to that which existed prior to the commencement of any work.

        i. The City will topsoil and hydromulch, where applicable, after the Contractor removes the tree and stump.

    B. Contractor shall be responsible for removing and disposing in a proper and acceptable manner, all logs, brush and debris resulting from the tree maintenance operations.

        i. The Contractor shall not use the City's Yard Waste Facility for the disposal of any materials resulting from the tree maintenance operations.

Progress Schedule and Completion Date

Following the award of the Contract by the City, the Contractor shall prepare a detailed Schedule of Operations that shall indicate the sequence of work. The schedule will be submitted to the City for approval.

Start date:	No earlier than JANUARY 1, 2025
Work hours:	Monday through Friday, 7:30 a.m. – 7:30 p.m.
No work on:	SATURDAYS, SUNDAYS OR CITY HOLIDAYS UNLESS REQUIRED BY AN EMERGENCY
Completion date:	By December 31, 2027.

Safety

1. The Contractor shall follow the ANSI Z-133 Standards for Tree Worker Safety and MI-OSHA Part 53 – Tree Trimming and Removal Standards.
2. All operations shall be conducted in compliance with all State safety requirements.
    A. Hard hats shall always be worn near equipment at all times, as required by Michigan Occupational Safety and Health Administration (MI-OSHA).
    B. MIOSHA approved safety vests with proper reflective striping shall always be worn while working in the City's streets, medians and right-of-ways.
    C. If proper personal protection equipment is not worn, the City reserves the right to remove the contractor from the job site until proper safety equipment is obtained.
3. The Contractor is solely responsible for pedestrian, and vehicular safety and control within the work site.

Traffic Control

1. Work performed shall be done in such a manner as to minimize vehicular and pedestrian interference.
2. Traffic Control on all streets shall be done by the Contractor at no additional cost to the City.
    A. The Contractor shall be responsible for providing all lights, cones, flagmen, barricades, flashers, signage or other warning devices necessary to adequately protect all obstructions within the work zone area and maintain a safe traffic pattern around the work area. All equipment shall be properly maintained throughout the project.
    B. All traffic control shall be per the City of Wyoming Guide for Work Area Traffic Control and The Michigan Manual of Uniform Traffic Control Devices (MI-MUTCD).
3. Work on Major Streets
    A. Any work on the major streets shall be done during the hours of 9:00AM – 3:00PM (Monday – Friday) due to the high volume of traffic and potential impacts to the schools' bussing systems. If work is scheduled on a Friday, the Contractor shall notify the City of such work at least 2 days prior to commencing such work.
4. Blocking of public streets shall not be permitted unless prior arrangements have been made with the City.

Warranties

1. The Contractor shall warrant all work to be free of defects in workmanship and materials for a period of one year from the date of final acceptance of all work.

Inspections and Acceptance

1. A designated City employee shall be inspecting the project locations to ensure proper maintenance and adherence to the Bid Specifications.
2. Work shall be completed within the specified schedule and in accordance with the specifications.
3. No payment for services will be rendered unless all conditions as specified are met.
    A. If the City deems the work unacceptable, it is the Contractor's responsibility to remedy the issue before payment shall be made.

Billing and Payment

1. Work shall be completed within the specified schedule and in accordance with the specifications.
2. No payment for services will be rendered unless all conditions as specified are met.
3. The Contractor shall submit an invoice once work is completed. The invoice shall include the following information:
   A. Date work performed, type of work performed, size of tree and location.
4. Once the work is deemed acceptable by the City, payment shall be made in accordance with the unit prices stated in the Bid Proposal for the work performed.

Subcontractors

1. Include the names, addresses and other contact information for, and responsible contacts for each subcontractor or consultant the bidder will use for the Work. The City reserves the right to approve or disapprove of all or any subcontractors and consultants. Subcontractors performing tree trimming or removal activities must have ISA Certified Arborist on staff.

Liquidated Damages

1. Liquidated Damages shall be assessed by the amount indicated in the table below. Liquidated Damages shall be assessed per workday as identified in the section on Progress Schedule.
2. Progress Schedule. Liquidated Damages shall be assessed the first workday after the completion date as identified in the table below:

Original Contract Amount			Liquidated Damages per Workday
$0	to	$49,999	$ 200
50,000	to	99,999	400
100,000	to	499,999	600
500,000	to	999,999	900
1,000,000	to	1,999,999	1,300
2,000,000	to	4,999,999	1,550
5,000,000	to	9,999,999	2,650
10,000,000	to	19,999,999	3,000
20,000,000	to	49,999,999	3,800
50,000,000	and above		4,500

Discrepancies in Plans and Specifications

1. Any discrepancies found in the Plans and Specifications must be immediately reported to the contact identified on page 1 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/Purchase Order
   Bid Proposal on the City's Form - without any additions or changes
   Technical Bid Specifications
   Instructions to Bidders
   General Bid Information
   City Contract Standard Terms and Conditions
   Drawings
   2005 City of Wyoming Standard Specifications for Construction
   Prequalification Documents

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

INSTRUCTIONS TO BIDDERS

ALL BIDS MUST:

1. Be typed or clearly printed in ink.

2. Be free of erasures or corrections except those initialed by the bidder.

3. Include the bid form and all other required forms fully completed and signed, including any detailed pricing information. Plans and specifications do not need to be returned with the bid.

4. Be free of unsolicited alternate bids. Unsolicited alternate bids will not be considered and if submitted may cause the bid to be rejected.

5. Be received by the date and time specified on page 1 of this bid document.

6. Be in a sealed envelope labeled as required on page 1 of this bid document.

7. Include a cover letter that lists all enclosures.

8. Include the original signature(s) of one or more individuals authorized to bind the proponent as required on the Bid Form and Contract:

   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.*, a corporation, a partnership, a limited liability company, a limited partnership, or other business form.

   C. Both the bid and contract must be signed by an individual with the authority to bind the bidder. For corporations, this is usually an officer such as the president, vice president or secretary. For a partnership, this is usually a general partner. For a limited liability company, this is usually a managing member. If there is a question about signing authority, the city may seek verification of that authority.

9. Include any required bid bond or other security if required by the specifications.

   A. The bid bond (if required) must be signed by the bidder/surety with the complete, usual signature of the individual(s) authorized to bind the bidder/surety.

   B. Attorneys-in-fact signing bid bonds must file with each bond a certified effective dated copy of their powers-of-attorney.

10. Include prices meeting the following requirements:

    A. Prices should be stated in units of quantity specified in the plans, specifications and request for bid. In case of any discrepancy in determining the amount of the bid, the quoted unit price will govern.

    B. Bid prices for equipment, goods or other items must include all delivery charges.

11. 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.

12. Identify any part of the specifications, standard terms and conditions, or contract terms which the bidder is unable to meet or which the bidder wishes to see modified. If modifications are requested, the bid must include the language for the requested modification.

13. Bidder must include all items as requested within this document, including but not limited to:

Cover letter

Deviations or variations to the bid specifications

Signed Bid Form

Subcontractor provision, if necessary

Signed Contract Form

BID FORM

Bid for Tree Trimming and Removal (2025 - 2027)

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?	☐	☐
Minority Owned Company?	☐	☐
Section 3 Certified Contractor?	☐	☐

If yes, Dunns #: _____

Are you, or the business owner related to any elected official or employee of the City? ☐ ☐

If yes, list name and relationship: _____

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

Kent County Municipalities	☐	☐
Ottawa County Municipalities	☐	☐
Wyoming Public Schools	☐	☐

CONTACTS:

Primary Contact:

Name: _____ Title: _____

Email: _____ Phone: _____

Emergency/After Hours Contact:

Name: _____ Title: _____

Email: _____ Phone: _____

AREA TREE TRIMMING AND DISPOSAL

PAY ITEM	UNIT	2025	2026	2027
Area 1	EA			
Area 2	EA			
Area 3	EA			
Area 4	EA			
Area 5	EA			
Area 6	EA			
Area 7	EA			
Area 8	EA			
Area 9	EA			
Area 10	EA			
Area 11	EA			
Area 12	EA			
Area 13	EA			
Area 14	EA			
Area 15	EA			
Area 16	EA			
Area 17	EA			
Area 18	EA			
Area 19	EA			
Area 20	EA			

TREE TRIMMING AND DISPOSAL OF BRANCHES

PAY ITEM (DBH)	UNIT	2025		2026		2027	
		SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)
<6"	EA						
6"-12"	EA						
12"-18"	EA						
18"-24"	EA						
24"-30"	EA						
30"-36"	EA						
>36"	EA						

TREE REMOVAL, INCLUDING STUMP REMOVAL

PAY ITEM (DBH)	UNIT	2025		2026		2027	
		SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)
<6"	EA						
6"-12"	EA						
12"-18"	EA						
18"-24"	EA						
24"-30"	EA						
30"-36"	EA						
>36"	EA						

STUMP GRINDING ONLY

PAY ITEM (DBH)	UNIT	2025 SCHEDULED WORK (UNIT COST)	2026 SCHEDULED WORK (UNIT COST)	2027 SCHEDULED WORK (UNIT COST)
<6"	EA			
6"-12"	EA			
12"-18"	EA			
18"-24"	EA			
24"-30"	EA			
30"-36"	EA			
>36"	EA			

EMERGENCY VEHICLE, EQUIPMENT AND LABORER LIST

Item	Quantity Available	2025 Hourly Rate	2026 Hourly Rate	2027 Hourly Rate

NOTE: Vehicle and equipment pricing shall include operator with hourly rate

LEGAL NAME OF COMPANY

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

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

STREET ADDRESS

CITY | STATE | ZIP CODE

BID CONTACT NAME (PLEASE PRINT)

BUSINESS PHONE | CELL PHONE

EMAIL ADDRESS | FAX NUMBER

SIGNATURE FOR BIDDER | DATE

PRINTED NAME AND TITLE OF PERSON SIGNING

2ND SIGNATURE FOR BIDDER | DATE

PRINTED NAME AND TITLE OF 2ND PERSON SIGNING

SUBCONTRACTOR PROVISION

_____ Dated _____ 20 _____

Contractor may subcontract the item or items of work stipulated below, provided the name and signature of the subcontractor is listed in the space indicated, and providing the contractor and principal subcontractors perform 80% of the work. If Contractor intends to do the work only with it's own forces, it must name and perform the work itself.

NAME OF CONTRACTOR OR SUBCONTRACTOR DOING WORK	DESIGNATED ITEM

The undersigned certifies that the Bidder, whose name appears on this proposal, has permission to use our name as Subcontractor for performing the items listed above.

Signed _____ Signed _____

By _____ By _____

Address _____ Address _____

_____ _____

Signed _____ Signed _____

By _____ By _____

Address _____ Address _____

_____ _____

CONTRACT FORM

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

City Standard Contract for Tree Trimming and Removal (2025 – 2027)

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

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

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

"Contractor" means:

_____
LEGAL NAME OF COMPANY

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

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

_____
ADDRESS

_____
CITY STATE ZIP CODE

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

Terms and Conditions

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

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

   None
4. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By:_____
John Shay, City Manager

Date signed: _____, 202__

Approved as to form:

_____
Scott G. Smith, City Attorney

Contractor:

_____
[Type or print Contractor's name]

By:_____
Signature for bidder

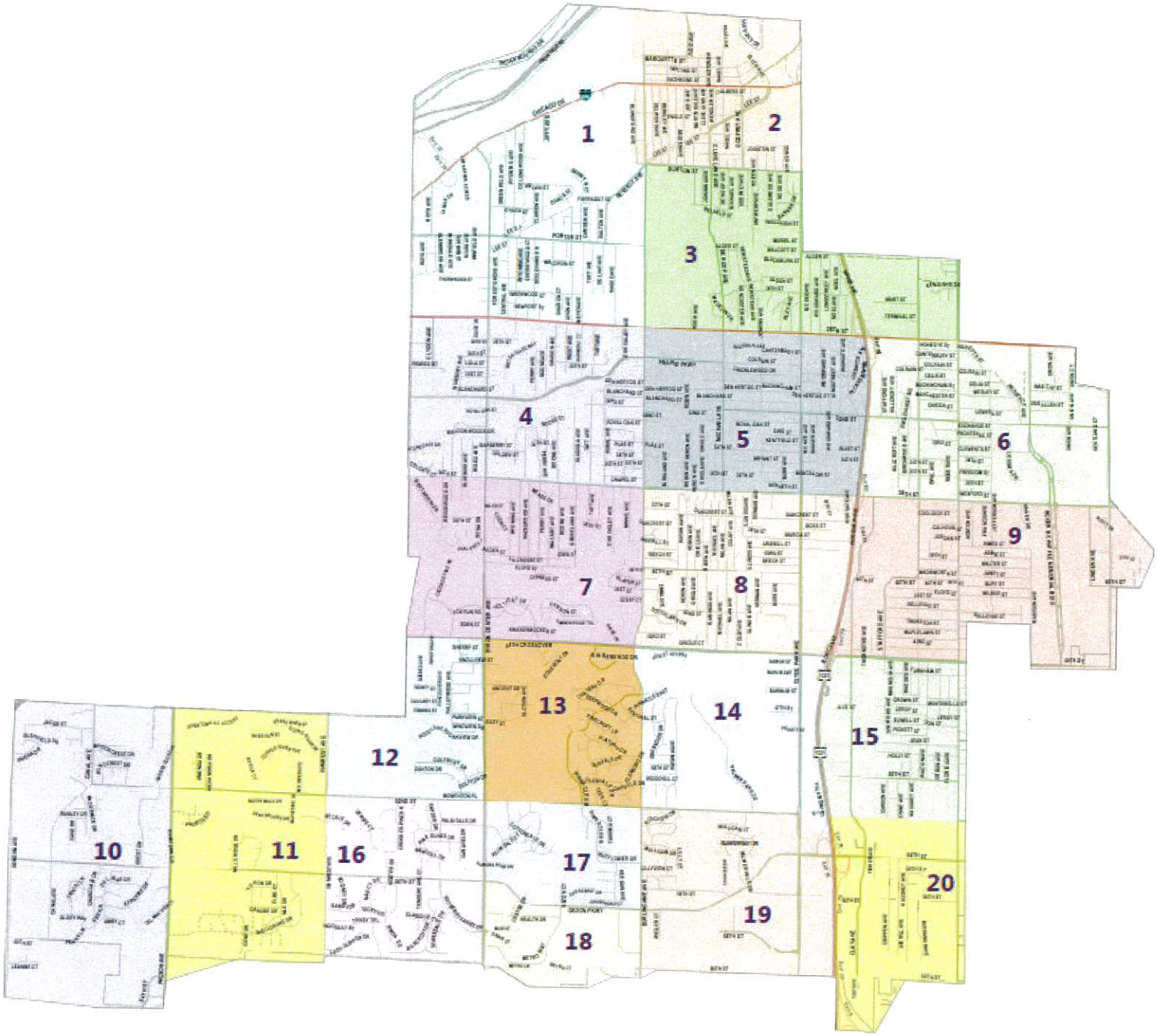
_____
Printed name of person signing for bidder

_____
Title of person signing for bidder

Date signed: _____, 202__

ATTACHMENT A

AREA TREE WORK LOCATIONS MAP



CITY OF WYOMING | PUBLIC WORKS

2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | Fax 616.249.3478 | wyomingmi.gov

ADDENDUM - BID/PROPOSAL FOR TREE TRIMMING AND REMOVAL (2025-2027)

BID DUE: 11:00 AM; Tuesday, November 19, 2024

ADDENDUM #1

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

Bidders/Proposers must complete this addendum and attach to your bid/proposal. If your bid/proposal has already been submitted, return the addendum to the Clerk's Office in a sealed envelope with the name of the bid/proposal and your company name written on the outside of the envelope.

COMPANY NAME

BUSINESS PHONE | CELL PHONE | EMAIL ADDRESS (REQUIRED)

NAME (PLEASE PRINT) | SIGNATURE (REQUIRED) | DATE

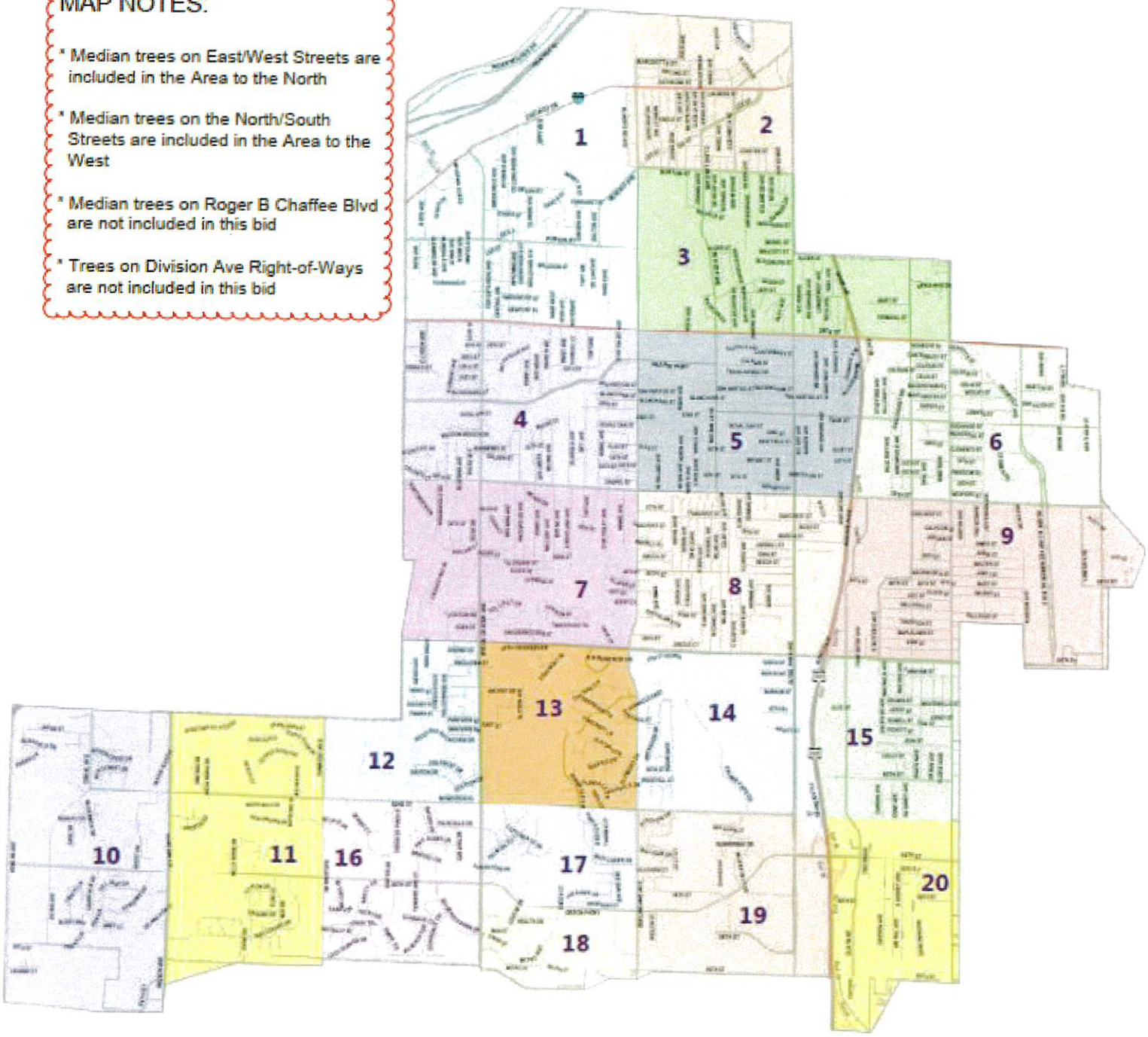
Addendum #1

ATTACHMENT A

AREA TREE WORK LOCATIONS MAP

MAP NOTES:

* Median trees on East/West Streets are included in the Area to the North
* Median trees on the North/South Streets are included in the Area to the West
* Median trees on Roger B Chaffee Blvd are not included in this bid
* Trees on Division Ave Right-of-Ways are not included in this bid



MONARCH
Tree Services

6586 Mount Garfield Road | Nunica, MI 49448
(616) 551-7032
Admin@MonarchTreeServices.com

November 13, 2024

Wyoming City Clerk's Office
Wyoming City Hall
1155 28th St. SW
Wyoming, MI 49509

To Whom It May Concern,

Please see the enclosed items pertaining to the Tree Trimming and Removal (2024-2027) bid:

Signed Bid Form
Signed Contract Form

We have no deviations to the bid specs, nor do we plan on using any subcontractors.

Sincerely,

Patric Morren
Owner

BID FORM

Bid for Tree Trimming and Removal (2025 - 2027)

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?		X
Minority Owned Company?		X
Section 3 Certified Contractor?		X

If yes, Dunns #: _____

Are you, or the business owner related to any elected official or employee of the City?		X

If yes, list name and relationship: _____

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

Kent County Municipalities		X
Ottawa County Municipalities		X
Wyoming Public Schools		X

CONTACTS:

Primary Contact:

Name: Patric Morren Title: Owner

Email: patmorren@monarchtreeservices.com Phone: 616-551-7032

Emergency/After Hours Contact:

Name: Patric Morren Title: Owner

Email: patmorren@monarchtreeservices.com Phone: 616-551-7032

AREA TREE TRIMMING AND DISPOSAL

PAY ITEM	UNIT	2025	2026	2027
Area 1	EA	$31,500	$32,445	$33,418.35
Area 2	EA	$32,000	$32,960	$33,948
Area 3	EA	$21,200	$21,836	$22,491
Area 4	EA	$24,400	$25,132	$25,885
Area 5	EA	$27,600	$28,428	$29,280
Area 6	EA	$20,200	$20,806	$21,430
Area 7	EA	$33,200	$34,196	$35,221
Area 8	EA	$38,600	$39,758	$40,950
Area 9	EA	$22,600	$23,278	$23,976
Area 10	EA	$23,400	$24,102	$24,825
Area 11	EA	$29,500	$30,385	$31,296
Area 12	EA	$25,400	$26,162	$26,946
Area 13	EA	$25,100	$25,853	$26,628
Area 14	EA	$16,100	$16,583	$17,080
Area 15	EA	$15,600	$16,068	$16,550
Area 16	EA	$24,500	$25,235	$25,992
Area 17	EA	$15,100	$15,553	$16,019
Area 18	EA	$15,100	$15,553	$16,019
Area 19	EA	$16,100	$16,583	$17,080
Area 20	EA	$7,800	$8,034	$8,275

BID FORM, CONTINUED

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Page 6 of 6

TREE TRIMMING AND DISPOSAL OF BRANCHES

PAY ITEM (DBH)	UNIT	2025		2026		2027	
		SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)
<6"	EA	$22.00	$94.75	$22.50	$95.00	$23.00	$95.50
6"-12"	EA	$50.75	$126.50	$51.75	$127.75	$52.75	$128.75
12"-18"	EA	$86.75	$200.00	$88.75	$202.00	$90.75	$204.00
18"-24"	EA	$185.00	$296.00	$189.00	$300.00	$193.00	$304.00
24"-30"	EA	$280.00	$438.00	$287.00	$445.00	$294.00	$452.00
30"-36"	EA	$412.00	$688.00	$422.00	$698.00	$432.00	$708.00
>36"	EA	$580.00	$1000.00	$595.00	$1015.00	$610.00	$1030.00

TREE REMOVAL, INCLUDING STUMP REMOVAL

PAY ITEM (DBH)	UNIT	2025		2026		2027	
		SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)
<6"	EA	$174.00	$260.00	$180.00	$264.00	$184.00	$268.00
6"-12"	EA	$262.00	$395.00	$268.00	$401.00	$274.00	$408.00
12"-18"	EA	$435.00	$650.00	$445.00	$660.00	$455.00	$670.00
18"-24"	EA	$785.00	$1,150.00	$795.00	$1,160.00	$805.00	$1,260.00
24"-30"	EA	$1,120.00	$1,800.00	$1,270.00	$1,950.00	$1,420.00	$2,100.00
30"-36"	EA	$1,850.00	$2,800.00	$1,950.00	$2,900.00	$2,150.00	$3,000.00
>36"	EA	$2,750.00	$4,190.00	$2,850.00	$4,290.00	$2,950.00	$4,390.00

STUMP GRINDING ONLY

PAY ITEM (DBH)	UNIT	2025 SCHEDULED WORK (UNIT COST)	2026 SCHEDULED WORK (UNIT COST)	2027 SCHEDULED WORK (UNIT COST)
<6"	EA	$85.00	$86.00	$87.00
6"-12"	EA	$110.00	$111.00	$112.00
12"-18"	EA	$185.00	$186.00	$187.00
18"-24"	EA	$312.00	$313.00	$314.00
24"-30"	EA	$410.00	$411.00	$412.00
30"-36"	EA	$585.00	$586.00	$587.00
>36"	EA	$740.00	$741.00	$742.00

EMERGENCY VEHICLE, EQUIPMENT AND LABORER LIST

Item	Quantity Available	2025 Hourly Rate	2026 Hourly Rate	2027 Hourly Rate
Bucket Truck 55'-60'	2	$200.00	$205.00	$210.00
Bucket Truck 75'	1	$225.00	$235.00	$245.00
Chipper	3	$40.00	$45.00	$50.00
Log Truck	1	$95.00	$100.00	$105.00
Skidsteer	1	$52.00	$54.00	$56.00

NOTE: Vehicle and equipment pricing shall include operator with hourly rate

BID FORM, CONTINUED

Monarch Tree Services, LLC
LEGAL NAME OF COMPANY

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

LLC- 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

6586 Mt. Garfield Rd.
STREET ADDRESS

Nunica	Michigan	49448
CITY	STATE	ZIP CODE

Patric Morren
BID CONTACT NAME (PLEASE PRINT)

616-551-7032	231-402-0498
BUSINESS PHONE	CELL PHONE
patmorren@monarchtreeservices.com	
EMAIL ADDRESS	FAX NUMBER

Patric Morren
SIGNATURE FOR BIDDER

11/13/24
DATE

Patric Morren Owner
PRINTED NAME AND TITLE OF PERSON SIGNING

2ND SIGNATURE FOR BIDDER

11/13/24
DATE

Brad Diamond Owner
PRINTED NAME AND TITLE OF 2ND PERSON SIGNING

RECEIVED
NOV 1 3 2024
Wyoming City Clerk

SUBCONTRACTOR PROVISION

_____ Dated _____ 20 _____

Contractor may subcontract the item or items of work stipulated below, provided the name and signature of the subcontractor is listed in the space indicated, and providing the contractor and principal subcontractors perform 80% of the work. If Contractor intends to do the work only with it's own forces, it must name and perform the work itself.

NAME OF CONTRACTOR OR SUBCONTRACTOR DOING WORK	DESIGNATED ITEM
N/A	

The undersigned certifies that the Bidder, whose name appears on this proposal, has permission to use our name as Subcontractor for performing the items listed above.

Signed _____ Signed _____

By _____ By _____

Address _____ Address _____

_____ _____

Signed _____ Signed _____

By _____ By _____

Address _____ Address _____

_____ _____

CONTRACT FORM

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

City Standard Contract for Tree Trimming and Removal (2025 – 2027)

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

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

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

"Contractor" means: Monarch Tree Services, LLC

LEGAL NAME OF COMPANY
Monarch Tree Services, LLC

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

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

ADDRESS
6586 Mt. Garfield Rd. Nunica, MI 49448

CITY | STATE | ZIP CODE

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

Terms and Conditions

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

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

   None
4. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 202__

Approved as to form:

_____
Scott G. Smith, City Attorney

Contractor:

Monarch Tree Services, LLC
[Type or print Contractor's name]

By _____
Signature for bidder

Patric Morren
Printed name of person signing for bidder

Owner
Title of person signing for bidder

Date signed: 11/13, 2024

CITY OF WYOMING | PUBLIC WORKS

2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7250 | Fax 616.249.3478 | wyomingmi.gov

ADDENDUM - BID/PROPOSAL FOR
TREE TRIMMING AND REMOVAL (2025-2027)

BID DUE: 11:00 AM; Tuesday, November 19, 2024

ADDENDUM #1

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

Bidders/Proposers must complete this addendum and attach to your bid/proposal. If your bid/proposal has already been submitted, return the addendum to the Clerk's Office in a sealed envelope with the name of the bid/proposal and your company name written on the outside of the envelope.

Monarch Tree Services, LLC
COMPANY NAME

616-551-7032	231-402-0498	patmorren@monarchtreeservices.com
BUSINESS PHONE	CELL PHONE	EMAIL ADDRESS (REQUIRED)

Patric Morren		11/13/24
NAME (PLEASE PRINT)	SIGNATURE (REQUIRED)	DATE

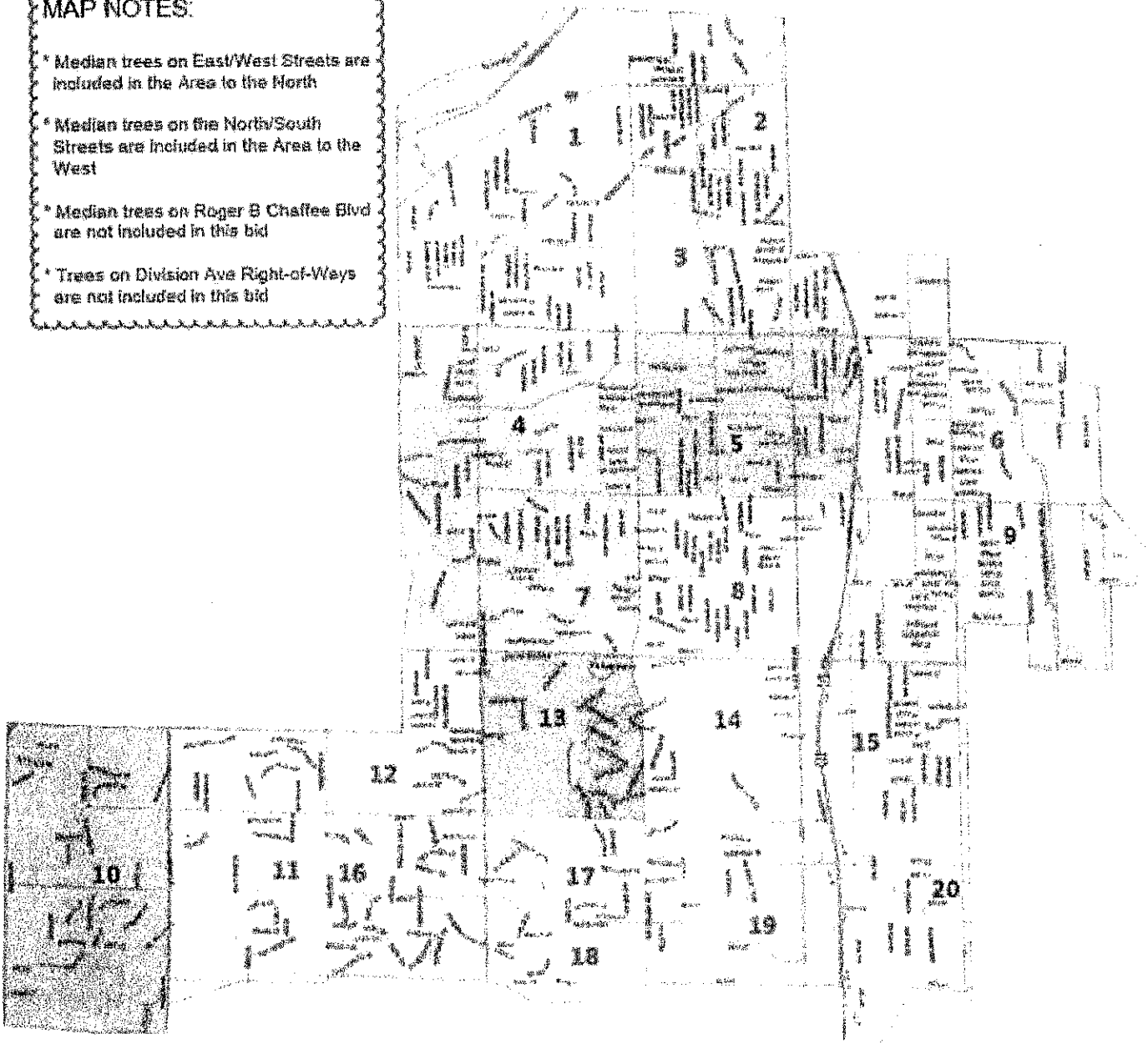
Addendum #1

ATTACHMENT A

AREA TREE WORK LOCATIONS MAP

MAP NOTES:

* Median trees on East/West Streets are included in the Area to the North
* Median trees on the North/South Streets are included in the Area to the West
* Median trees on Roger B Chaffee Blvd are not included in this bid
* Trees on Division Ave Right-of-Ways are not included in this bid



CITY OF WYOMING

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN $8,500)
(WITH RFP)

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: Treeworks, Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
11011 Fitzgerald St
[Contractor's street address]
Nunica, MI 49448
[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: January 7, 2025. Normally this is the day after the Council meeting at which it is approved.

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

Proposal means Contractor's Bid/Proposal attached as Exhibit C.

RFP means the Request for Bids/Proposals attached as Exhibit B and includes all plans and drawings referred to in it.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods as detailed in the RFP as modified by the Proposal.
2. City will pay the Contractor in accordance with the RFP as modified by 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:

   Contractor shall provide services in the following categories outlined in the bid package: 1) Tree trimming and disposal of branches – Emergency work. 2) Tree removal, including stump removal – Emergency work. 3) Emergency vehicle, equipment and laborer list.
   [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 provided before beginning any Work.
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by 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: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

_____
Scott G. Smith, City Attorney

Treeworks, Inc.

By: _____
[Signature officer, director, or principal of Contractor]
Luke Porter Vice President
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 12/17, 2024

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Contractor attests it complies with and promises it will comply with these Terms and Conditions.

1. Legal Compliance. Contractor and all Contractor's personnel must 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, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. Permits and Inspections. Unless the RFP or Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. Grant Compliance. If the RFP identifies state or federal grant funds as a source of payment for the project, Contractor (i) represents it has reviewed the grant agreement and (ii) will comply with grant agreement terms and conditions that apply to this Contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (**HUD**), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2024 (it may be updated), that is General Decision No. MI20240088, dated 01/19/2024, https://sam.gov/wage-determination/MI20240088/1.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200.

3. If project costs are $200,000 or more, HUD Section 3 provisions may require training and employment of low- and very love-income persons. See 24 CFR 75.3(a)(iii) (https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf).

B. If the RFP indicates they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

4. Qualifications. Contractor represents and promises that:

A. Contractor and Contractor's personnel must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not 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 not 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 not 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 not 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 HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: https://usfcr.com. Contractor and all subcontractors 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 City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

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. 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, 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.*, speak English less than very well), Contractor must use language assistance services in communications.

C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

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 Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that

would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing to pay a person, other than its personnel, any consideration contingent upon the award of the 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 City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify 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 subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.IRS.gov).

B. Payments to Contractor will be made in accordance with the RFP. If no other terms are provided, payment of an invoice to 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 §17. City will pay undisputed amounts 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 City, defend every action brought against City or City's officers or employees for any alleged infringement of 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 action.

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the RFP calls for the use, installation, or acquisition of materials, equipment, supplies or other items:

A. Unless otherwise stated in the RFP, all materials, equipment, supplies, and items shall be new, the best of their respective kind, and free from defects.

B. Specifications in RFP are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

C. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for such items, and ensure all related warranties are held by or assigned to City.

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules a or promptly replace rejected materials renders 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 Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the RFP or Proposal expressly states 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 laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the RFP states otherwise, Contractor will restore, without expense to 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, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

12. Access to Work. City personnel and representatives must always have access to all the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to inspect the Work.

A. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts. On construction projects state sales taxes are applicable on materials only.

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) 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 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 a City request, allow inspection, auditing and copying of all retained records.

14. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Contractor's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

15. Independent Contractor. Contractor and Contractor's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Contractor is solely responsible Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

A. In case of Contractor's default, 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 City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a 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 16.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 state courts in Kent County, Michigan.

E. In addition to any other remedies to which a 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. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction\Prequalification at https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. 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 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 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.

18. Insurance.

A. Unless otherwise provided in the RFP, 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 these 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. Coverage shall be primary and any other insurance shall be secondary and/or excess.
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): $2,000,000 per person	Coverage shall be primary and any other insurance shall be secondary and/or excess.
$2,000,000 per occurrence	
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: $500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
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). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than $0. Amount required $_____.	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 $_____.	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. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	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. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, 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) authorized agents of the foregoing.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

C. Reference by office to a City officer includes that City officer's designee(s).

CITY OF WYOMING

REQUEST FOR BIDS

The City of Wyoming, Michigan is requesting bids for the services or project generally referred to as:

Tree Trimming and Removal (2025 – 2027)

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

Specifications and Bidding Documents shall be issued only to Bidders who have been qualified by the City of Wyoming. A Bidder who has not been pre-qualified shall submit the required pre-qualification information at least seven (7) days prior to the date bids are due. The Public Works Department may pre-qualify Contractors who have worked for the City of Wyoming in the past three (3) years without submitting the pre-qualification information. The Public Works Department will have the bid specifications available to only pre-qualified bidders on NOVEMBER 4, 2024.

Due Date and Time

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

Due date and time:	Tuesday, November 19, 2024, 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 (USPS) for delivery, add PO Box 905 to the mailing address above.

All bids must include the fully signed Bid Proposal Form and all other required information submitted in a sealed envelope and plainly labeled: **"TREE TRIMMING AND REMOVAL (2025 – 2027)"**

Bidders are solely responsible for ensuring delivery by the required date and time. Any bid, 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 above specified due date and time, will not be opened and will be returned to the bidder. **Bids will not be accepted by e-mail or other form of electronic delivery.**

Bids received will be publicly opened and read immediately following the receiving date/time specified above.

Pre-Bid Meeting

A pre-bid meeting will not be held.

Questions, Interpretations and Addenda

Questions about or requests for interpretation of this request for bids, any of the plans and specifications, or any bid requirements may be directed via e-mail to Ross.VanderLugt@wyomingmi.gov. No questions or interpretations will be issued later than 24 hours before the due date for bids. Questions will not be answered by phone or in other oral communication. Addendums, answers to questions or interpretations that may be of general interest to all Bidders will be emailed to all that received the bid. Information on all changes, addendums, answers to questions or interpretations will also be available at the City's Public Works Department, 2660 Burlingame Ave SW, Wyoming, MI 49509.

It is the Bidder'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 shall be bound by such changes or addenda.

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GENERAL BID INFORMATION

Bidders shall familiarize themselves with this bid document, standard terms and conditions, plans, specifications (including any issued addenda and interpretations), the work required, and site conditions prior to submitting its bid to ensure the fulfillment of the intent of the bid and contract documents.

Bid Requirements

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

Any bidder may withdraw his/her bid at any time prior to the scheduled time for the bid opening.

All bidders are responsible for the following in preparing and submitting a bid:

1. Reviewing and being familiar with this request for bid 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 will be posted on the City's website when issued. No addenda or interpretations will be issued later than 4 days before the due date for bids.
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, the bidder 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 in this bid document are for reference only and need not be returned with the bid. They will, however, be part of the contract documents.

Bid Opening and Tabulation

Bids will be publicly opened and read immediately following the due date and time stated on page 1 of this bid document. Bids will be tabulated by Wyoming City staff working in conjunction with any design professional or other consultant identified in the specifications or contract document(s).

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

City's Reservation of Rights

The City reserves the rights to:

1. Cancel any bid, order, and/or contract in whole or in part without penalty due to failure of the bidder/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 using quoted unit prices,
5. Review the experience, qualifications, and other information about any bidder and any identified subcontractor(s) and consultant(s) submitted as part of the bid,

6. Make inquiries of others about, or investigate any bidder, any identified subcontractor(s) or consultant(s), and any of their personnel,
7. Require background checks of the personnel of any bidder or identified subcontractor or consultant of any bidder to be undertaken at the expense of the bidder,
8. Negotiate with one or more selected bidder(s), and
9. Award the contract in a manner and to such bidder as deemed to be in the best interest of the City.

General Description of Consideration Process

Consideration of bids typically involves (i) review and tabulation of the bids and accompanying information, (ii) review of bid alternates and any provided samples, (iii) recommendation from the outside design professional (if identified in the plans and specifications), (iv) contacts of references and those for whom bidders 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 bidder, and (vii) City Council award of the contract. The 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, (i) the bidder's experience and expertise, (ii) the bidder's reputation, (iii) previous City experience with a bidder, (iv) the experience, expertise, reputation, and previous City experience with the bidder's identified subcontractors and consultants, and (v) other factors may be as or more important with respect to the award of any particular bid.

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

Because these are contract terms and conditions, the term "Contractor" is used to refer to the bidder 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 must 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 specifications or the submitted bid state otherwise, Contractor shall, without expense to the City, obtain all necessary 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 it has reviewed or is otherwise familiar with the grant requirements and (ii) it agrees to comply with any grant agreement terms and conditions that apply to the contract. **NO GRANT FUNDS ARE USED IN THIS CONTRACT.**

   A. Federal grant funds, specifically Community Development Block Grant funds, will be used for this contract. Davis-Bacon Act, prevailing wages requirements, and other federal requirements apply. Wage rate information may be referenced at https://sam.gov/content/wage-determinations.

   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.

   D. NOTE THAT SOME STATE GRANTS NOW REQUIRE PAYMENT OF PREVAILING WAGES.

   E. SOME FEDERAL GRANTS AND STATE GRANTS USING FEDERAL FUNDS MAY ALSO REQUIRE "BUY AMERICAN" COMPLIANCE.

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 this contract.

   B. Neither Contractor nor any subcontractor or any of their respective principals, owners, officers, shareholders, key employees, directors, members or partners (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracts by any federal

department or agency; (ii) have within the last 3-years been convicted of or had a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract; violating federal or state antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) is presently indicted for or criminally charged by a governmental entity with committing any of the offenses listed in this certification; or (iv) has within the last 3-years had one or more public contracts 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. **NO CDBG FUNDS ARE USED IN THIS CONTRACT.**

D. Contractor and any subcontractor will register on the Federal SAM Registry available at: https://usfcr.com.

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

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

G. Contractor and subcontractors may be required to obtain clearance or sign forms consenting to review by and clearance from state or federal agencies that enforce or review compliance with these requirements.

5. Diversity and Inclusion. Contractor and all Contractor's subcontractors, suppliers and consultants, will not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment, or matters related to employment because of religion, race, color, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the employee's or applicant's ability to perform the duties of a particular job or position. Contractor and all Contractor's subcontractors, suppliers and consultants will comply with all applicable laws, rules, regulations regarding discrimination and inclusion (*e.g.*, Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and those identified at the following website: https://www.eeoc.gov/).

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 contract.

B. No owner, director, officer, member, partner or key employee of Contractor and no owner, director, officer, member, partner or key employee 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 any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its bid.

C. Contractor will immediately notify the City of any subsequently discovered violation of these standards.

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 except in accordance with the City Manager's prior written 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 contact identified on page 1 of this bid an IRS W-9 form (available at https://www.irs.gov/pub/irs-pdf/fw9.pdf).

   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 for call for the use, installation or acquisition for City use of 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 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 shall be the sole judge of equivalency. Contractors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

   C. The City reserves the right to request samples. Contractor shall provide samples as requested to the City at Contractor's own expense within 10 days of bid opening. Samples will not be returned.

   D. Contractor shall provide the City all manufacturer parts lists, assembly or maintenance information, and any other documents provided by the manufacturer, or 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, 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. Bid prices shall be quoted delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the bid 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 of all debris resulting from the Work. Disposal will comply with applicable laws, rules and regulations. Contractor shall 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 shall 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 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. Quotations must be separated to show the amount to be 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 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 6 years after completion of this contract. Contractor shall, within 2 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 this 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 documents otherwise provide, the following applies to any dispute about the bid, contract award, or this 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 reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Council at its next meeting.

    B. Before filing any lawsuit, a party shall 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. By submitting a bid a bidder is agreeing 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.

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 to any City officer includes that City officer's designee(s).

BONDS AND LIENS

Bid Bond

A Bid Bond is not required for this project.

Payment Bond

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 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.

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.

Performance Bond

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 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.

No Liens

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 the City for any costs the City incurs to secure the release of that lien.

RISK ALLOCATION AND INSURANCE

Risk Allocation

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.

Contractor shall hold the City and the City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against all claims made by persons other than the City as a result of Contractor's Work under or performance of the 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 the Contract.

Insurance

Contractors performing work on City property or public right-of-way for the City shall provide the City with copies of all certificates of insurance, policies and endorsements evidencing the coverage and coverage provisions identified below.

1. Contractors shall also provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractors' policy.
2. All insurance carriers shall be "A" rated by the A.M. Best Company.
3. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.
4. All policies shall provide the following notification of cancellation or material change:

   It is understood and agreed that 30-days, 10-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 - Public Works, 2660 Burlingame Ave SW, Wyoming, MI 49509.
5. If any of the insurance is canceled, the Contractor shall cease operations on the date of termination and shall not resume operations until new insurance is in force.
6. If the following chart states that additional insured have to be named for any of the listed types of insurance, certificates of insurance and all needed endorsements for that insurance shall provide the following are covered:
   A. City of Wyoming,
   B. Authorities created by the City of Wyoming,
   C. All directors, board members, officers, elected and appointed officials, employees, volunteers and other agents of all the above entities.
7. If additional insureds have to be named, the following shall apply:
   A. Coverage afforded to the required insureds or additional insured shall be primary and non-contributory and any other insurance or coverage of the City's that may be in effect shall be secondary and/or excess.
   B. A waiver of subrogation shall be included in favor of the Additional Insureds.

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 General Aggregate Limit $2,000,000 Products/Completed Operations	Coverage shall include the following: (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, including ongoing and products-completed operations (CG 2010 and CG 2037 or equivalent) **Additional Insureds are required.**
Required Limits	**Additional Requirements**
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): $2,000,000 per person $2,000,000 per occurrence $2,000,000 per accident, **or** $2,000,000 Combined Single Limit, ea. accident	**Additional Insureds are required.**
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE	
Minimal Limits: $500,000 each accident $500,000 Disease, each employee $500,000 Disease – policy limit	Coverage shall be in accordance with all applicable Michigan statutes. Except where prohibited by law, waiver of subrogation is required covering the following: A. City of Wyoming B. Authorities created by the City of Wyoming, C. NAME OF ENGINEERING OR ARCHITECTURAL FIRM, if applicable' D. If this is an MDOT project, STATE OF MICHIGAN, MICHIGAN DEPARTMENT OF TRANSPORTATION, AND MICHIGAN TRANSPORTATION COMMISSION. E. If this is a Natural Resources Trust Fund Project, THE MICHIGAN NATURAL RESOURCES TRUST FUND, AND MICHIGAN DEPARTMENT OF NATURAL RESOURCES. F. If there are other grant funds included or a private property owner involved, there may be other required insureds. G. All directors, board members, officers, elected and appointed officials, employees, volunteers and other agents of all the above entities.
EXCESS/UMBRELLA INSURANCE	
	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). **Additional Insureds are required.**
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.
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. **Additional Insureds are required.**
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.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: John Smith	
ABC Insurance Agency 123 Main Street Anywhere MI 12345	PHONE (A/C, No, Ext): 555-555-1234	FAX (A/C, No): 555-555-5678
	E-MAIL ADDRESS: johnsmith@johnsmith.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ABC Insurance Company	00000
INSURER B: DEF Insurance Company	10001
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
XYZ Construction Company
456 Main Street
Anywhere MI 12345

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y		00-00-00-00			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 0 $ 0 $ 0 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		00-00-00-00			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y					EACH OCCURRENCE AGGREGATE	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		00-00-00-00			X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Wyoming Project Name:_____

The following are additional insureds: (i) City of Wyoming,(ii) all authorities, boards and bodies created by the City of Wyoming, (iii) Name of Engineering/ Architectural Firm (if applicable), (iv) State of Michigan, Michigan Department of Transportation, and Michigan Transportation Commission or other entities (if applicable) (v) all directors, board members, officers, elected and appointed officials, employees, volunteers and other agents of those entities. For additional insureds this coverage will be primary and any other insurance covering them will be secondary. Subrogation is waived for all additional insureds.
Additional Insured - See Endorsement. Cancellation Notice - See Endorsement. Primary & Secondary - See Endorsement.

CERTIFICATE HOLDER

City of Wyoming
Public Works Department
2660 Burlingame Ave SW
Wyoming MI 49509

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
AGENT SIGNATURE

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CITY OF WYOMING STANDARD SPECIFICATIONS FOR CONSTRUCTION

The City of Wyoming Engineering Division maintains standard construction specifications that may be referenced throughout this Request for Bids document. These specifications are available online at:

https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications

TECHNICAL BID SPECIFICATIONS

Scope

1. The City of Wyoming Public Works Department is soliciting proposals to perform tree trimming, tree removal, and stump grinding work for a three-year period beginning January 1, 2025. This work is to be performed within designated areas of the City or at individual locations on either a scheduled or emergency basis. The City is additionally requesting pricing for vehicles, equipment, labor and related resources in the event of a City-wide emergency (tornado, straight-line winds, freezing rain, etc). The selected Contractor shall also provide professional opinions on dead, dying or diseased trees or limbs as requested by the City.
2. The Contractor shall furnish all supervision, labor, equipment, materials, tools, traffic control devices, permits, licenses, certificates or fees necessary to perform the tree trimming and removal work.
3. The anticipated overall budget for the first year of the bid is approximately $75,000. The City reserves the right to increase, decrease or cancel any project due to Legislative actions, funding deficiencies, and/or natural emergencies.

Work

1. Project Locations
   - A. This project is located within the City of Wyoming.
     - i. MDOT controlled roads (Chicago Drive, 28th Street, US-131 and M-6) are not included as part of this project.
     - ii. Trees located in the median of Roger B Chaffee Memorial Boulevard, south of 32nd Street of and north of 44th Street are not included as part of this project.
     - iii. Trees located in the right-of-way of Division Avenue are not included as part of this project.
   - B. The City is split into 20 areas for tree work. These areas are provided as Attachment A of these specifications. These areas include trees located in City-owned: rights-of-way, boulevards, medians, islands, and cul-de-sacs. City right-of-way ownership is generally defined as 1 foot beyond the sidewalk edge farthest from the centerline of the adjoining street.
     - i. It is the intent of the City to have the Contractor work in these areas one time during the Contract term, however, the City may remove some of the areas based on the bid pricing, as well as need of services at the time. Prior to each Contract year, the City will notify the Contractor which areas are to be worked in during that Contract year. The Contractor shall not work in any area unless the City has given prior permission to begin.
   - C. City parks, buildings or facilities are not included in the 20 defined areas for tree work. Work done at these locations may be performed as requested by the City as part of scheduled or emergency tree work.
   - D. Trees located on private property shall not be removed but may be trimmed to the standards as defined in these specifications.
2. Personnel
   - A. The Contractor shall identify a field supervisor who shall have a minimum of 5 years supervisory experience.
   - B. The Contractor shall provide telephone numbers at which someone can be reached on a 24-hour emergency basis.
   - C. Contractor vehicles, equipment and personnel must be readily identified as part of the company.
   - D. Contractor shall have an ISA Certified Arborist on staff during the Contract term.

3. Standards

   A. All work shall be performed in a professional manner using quality equipment and materials, all of which must be maintained and operated properly.

   B. Tree size shall be determined by the diameter at breast height (DBH), which is an average diameter of the tree trunk taken at a point four and one-half feet above the ground. The diameter will be measured to the nearest full inch. Trees having major limbs less than four and one-half feet from the ground shall be measured at the smallest diameter below such limbs.

   C. Methods of trimming and pruning are to be performed in accordance with standard practices set for the by the American Association of Nurseryman, International Society of Arboriculture (ISA), the National Arborist Association (Pruning Standard for Class I Pruning), and the American National Standards Institute (ANSI) A300 and Z133.1 Guidelines.

   D. Care should be taken when pruning thin bark trees. The minimum number of limbs shall be removed to obtain the desired effect without admitting excessive sunlight to the trunk of the tree, or the top of large branches.

   E. Trees should not be reduced more than 1/3 of the total area existing prior to pruning, unless authorized by the City.

   F. All tree work shall include removal of the basal sprout, suckers, brush and weeds within 2 feet of the trunk.

   G. Trees shall be shaped to remain in an appearance which is shapely and typical for their species. Sides shall be reduced in order to maintain a tree-like form.

   H. Tree removal shall include topping and other operations necessary to safely remove the assigned trees without impacting nearby operations, structures or vegetation.

   I. Tree trimming or pruning work involving oaks should not occur from April through July. All oaks pruned or trimmed shall be treated with an industry-accepted wound sealer.

4. Equipment

   A. Contractor must have in their possession or available to them by formal agreement at the time of the bidding: trucks, devices, chippers, hand tools, aerials, and other equipment which is necessary to adequately perform the work outlined in these specifications. The City may inspect such equipment or agreements prior to awarding the contract or at any time during the contract.

5. Notifications

   A. Prior to commencing work, the Contractor shall provide notices to the property owners in the affected areas. The notice shall include the work being performed, date of the work being performed and any impact on the property owners.

   B. Trees identified by the Contractor as having structural weaknesses, decayed trunks, split crotches or are otherwise unsafe shall be immediately reported to the Public Works Department.

6. Protection of Personal and Public Property

   A. The Contractor shall use all means necessary to protect private and public property during the project.

   B. Any damage to private or public property shall be immediately reported to the City.

      i. If the Contractor damages any public or private property, the Contractor shall restore, at their own expense, any public or private property damaged to a condition similar to and equal to that existing before such damage was done.

      ii. If the Contractor fails to make such repairs or restoration, after a 48-hour notice, the City may make such repairs or restoration, and bill the cost to the Contractor.

   C. Prior to any underground excavations, MISS DIG shall be notified.

D. Work near or adjacent to any above ground cable, electrical, telephone, or other utilities shall be in compliance with ANSI and the standards of the owner of the facility.

E. The Contractor shall protect all utilities from damage and shall contact the appropriate utility immediately if damage should occur. The Contractor shall be responsible for all damage claims due to the tree trimming operations.

7. Schedule and Response Time

A. For area tree work, the Contractor shall provide the City with a work schedule and completion timeframe at least two weeks prior to the anticipated start date. Contractor shall also provide the City with copies of proposed resident notification language as referenced in these specifications.

B. The City shall notify the Contractor of any scheduled or emergency work required outside of defined area tree work.

i. Scheduled work shall begin within one week after the initial notification unless otherwise directed by the City.

ii. Emergency work shall begin within two hours after the initial notification unless otherwise directed by the City.

8. Tree Damage

A. Climbing irons, spurs or spikes shall not be used on trees to be pruned. Any tree damage caused by the Contractor shall be repaired immediately to the satisfaction of the City at no additional expense.

B. Trees damaged beyond repair, as judged by a qualified arborist acceptable to the City and the Contractor, whose expenses shall be jointly covered by both parties, are to be removed and replaced by a tree of size and species designated at no additional cost to the City; or the dollar value of such damaged trees, as determined by the qualified arborist, shall be deducted from the monies owed to the Contractor.

9. Area Tree Work

A. Area tree work shall include the following

i. Elevation trimming to obtain clearance of 15'0" over the paved surface.

ii. Elevation trimming to obtain clearance of 10'0" over sidewalks, pedestrian pathways or driveways located in the City right-of-way.

iii. Elevation trimming to obtain clearance of 10'0" around roofs and structures.

iv. Visibility trimming to obtain clearance of 10'0" around streetlights.

v. Median trees shall be trimmed to be aesthetically pleasing and promote good branching habits and shapely structure typical of that tree species. This may include crown cleaning and thinning according to ANSI A300 standards.

vi. Work shall not include:

a. Tree work around street signage.

b. Tree work around electric power, communications cabling, or other aerial utilities.

c. Removal of trees. Contractor shall identify trees needing removal and notify the City of such locations to obtain approval. Pricing for tree removals shall occur following the tree removal unit pricing as submitted by the Contractor for this bid.

vii. Removal of any dead, dying or decayed wood other than tree removal.

viii. Removal of any branches damaged by storms.

10. Scheduled Tree Work

    A. Scheduled tree work shall include any tree trimming, pruning or removal as requested by the City within a scheduled timeframe.

        i. Tree removal includes stump removal.

    B. Requested work shall follow standards as set forth in these technical bid specifications.

11. Emergency Tree Work

    A. Emergency tree work shall include any tree trimming, pruning or removal as requested by the City in an emergency. Emergency tree work may range from individual tree work resulting from an isolated incident (accident, water main break, etc.) or an area-wide event (tornado).

    B. Requested work shall follow standards as set forth in these technical bid specifications.

    C. As part of the bid submittal documents, Contractor shall provide a listing of available vehicles, equipment, resources, and pricing in the event the Contractor is needed as part of a response to a City-wide emergency (i.e. tornado, straight-line winds, hail, freezing rain, etc.).

12. Stump Grinding

    A. The stump shall be ground to no less than 8-inches below grade.

    B. Stump grinding shall include removal of surface roots within the curb lawn area.

    C. If site conditions do not allow for stump grinding (i.e. fencing, building, or other obstructions) the stump shall be treated to prevent future growth.

13. Clean-Up and Removal

    A. Debris from all work associated with this Contract shall be cleaned-up each day before the work crew leaves the site, unless permission is given by the City to do otherwise. All lawn areas shall be raked, all streets and sidewalks shall be swept, and all brush, branches and logs shall be removed from the site. Areas are to be left in a condition equal to that which existed prior to the commencement of any work.

        i. The City will topsoil and hydromulch, where applicable, after the Contractor removes the tree and stump.

    B. Contractor shall be responsible for removing and disposing in a proper and acceptable manner, all logs, brush and debris resulting from the tree maintenance operations.

        i. The Contractor shall not use the City's Yard Waste Facility for the disposal of any materials resulting from the tree maintenance operations.

Progress Schedule and Completion Date

Following the award of the Contract by the City, the Contractor shall prepare a detailed Schedule of Operations that shall indicate the sequence of work. The schedule will be submitted to the City for approval.

Start date:	No earlier than JANUARY 1, 2025
Work hours:	Monday through Friday, 7:30 a.m. – 7:30 p.m.
No work on:	SATURDAYS, SUNDAYS OR CITY HOLIDAYS UNLESS REQUIRED BY AN EMERGENCY
Completion date:	By December 31, 2027.

Safety

1. The Contractor shall follow the ANSI Z-133 Standards for Tree Worker Safety and MI-OSHA Part 53 – Tree Trimming and Removal Standards.
2. All operations shall be conducted in compliance with all State safety requirements.
    A. Hard hats shall always be worn near equipment at all times, as required by Michigan Occupational Safety and Health Administration (MI-OSHA).
    B. MIOSHA approved safety vests with proper reflective striping shall always be worn while working in the City's streets, medians and right-of-ways.
    C. If proper personal protection equipment is not worn, the City reserves the right to remove the contractor from the job site until proper safety equipment is obtained.
3. The Contractor is solely responsible for pedestrian, and vehicular safety and control within the work site.

Traffic Control

1. Work performed shall be done in such a manner as to minimize vehicular and pedestrian interference.
2. Traffic Control on all streets shall be done by the Contractor at no additional cost to the City.
    A. The Contractor shall be responsible for providing all lights, cones, flagmen, barricades, flashers, signage or other warning devices necessary to adequately protect all obstructions within the work zone area and maintain a safe traffic pattern around the work area. All equipment shall be properly maintained throughout the project.
    B. All traffic control shall be per the City of Wyoming Guide for Work Area Traffic Control and The Michigan Manual of Uniform Traffic Control Devices (MI-MUTCD).
3. Work on Major Streets
    A. Any work on the major streets shall be done during the hours of 9:00AM – 3:00PM (Monday – Friday) due to the high volume of traffic and potential impacts to the schools' bussing systems. If work is scheduled on a Friday, the Contractor shall notify the City of such work at least 2 days prior to commencing such work.
4. Blocking of public streets shall not be permitted unless prior arrangements have been made with the City.

Warranties

1. The Contractor shall warrant all work to be free of defects in workmanship and materials for a period of one year from the date of final acceptance of all work.

Inspections and Acceptance

1. A designated City employee shall be inspecting the project locations to ensure proper maintenance and adherence to the Bid Specifications.
2. Work shall be completed within the specified schedule and in accordance with the specifications.
3. No payment for services will be rendered unless all conditions as specified are met.
    A. If the City deems the work unacceptable, it is the Contractor's responsibility to remedy the issue before payment shall be made.

Billing and Payment

1. Work shall be completed within the specified schedule and in accordance with the specifications.
2. No payment for services will be rendered unless all conditions as specified are met.
3. The Contractor shall submit an invoice once work is completed. The invoice shall include the following information:
   A. Date work performed, type of work performed, size of tree and location.
4. Once the work is deemed acceptable by the City, payment shall be made in accordance with the unit prices stated in the Bid Proposal for the work performed.

Subcontractors

1. Include the names, addresses and other contact information for, and responsible contacts for each subcontractor or consultant the bidder will use for the Work. The City reserves the right to approve or disapprove of all or any subcontractors and consultants. Subcontractors performing tree trimming or removal activities must have ISA Certified Arborist on staff.

Liquidated Damages

1. Liquidated Damages shall be assessed by the amount indicated in the table below. Liquidated Damages shall be assessed per workday as identified in the section on Progress Schedule.
2. Progress Schedule. Liquidated Damages shall be assessed the first workday after the completion date as identified in the table below:

Original Contract Amount			Liquidated Damages per Workday
$0	to	$49,999	$ 200
50,000	to	99,999	400
100,000	to	499,999	600
500,000	to	999,999	900
1,000,000	to	1,999,999	1,300
2,000,000	to	4,999,999	1,550
5,000,000	to	9,999,999	2,650
10,000,000	to	19,999,999	3,000
20,000,000	to	49,999,999	3,800
50,000,000	and above		4,500

Discrepancies in Plans and Specifications

1. Any discrepancies found in the Plans and Specifications must be immediately reported to the contact identified on page 1 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/Purchase Order
    Bid Proposal on the City's Form - without any additions or changes
    Technical Bid Specifications
    Instructions to Bidders
    General Bid Information
    City Contract Standard Terms and Conditions
    Drawings
    2005 City of Wyoming Standard Specifications for Construction
    Prequalification Documents

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

INSTRUCTIONS TO BIDDERS

ALL BIDS MUST:

1. Be typed or clearly printed in ink.

2. Be free of erasures or corrections except those initialed by the bidder.

3. Include the bid form and all other required forms fully completed and signed, including any detailed pricing information. Plans and specifications do not need to be returned with the bid.

4. Be free of unsolicited alternate bids. Unsolicited alternate bids will not be considered and if submitted may cause the bid to be rejected.

5. Be received by the date and time specified on page 1 of this bid document.

6. Be in a sealed envelope labeled as required on page 1 of this bid document.

7. Include a cover letter that lists all enclosures.

8. Include the original signature(s) of one or more individuals authorized to bind the proponent as required on the Bid Form and Contract:

    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.*, a corporation, a partnership, a limited liability company, a limited partnership, or other business form.

    C. Both the bid and contract must be signed by an individual with the authority to bind the bidder. For corporations, this is usually an officer such as the president, vice president or secretary. For a partnership, this is usually a general partner. For a limited liability company, this is usually a managing member. If there is a question about signing authority, the city may seek verification of that authority.

9. Include any required bid bond or other security if required by the specifications.

    A. The bid bond (if required) must be signed by the bidder/surety with the complete, usual signature of the individual(s) authorized to bind the bidder/surety.

    B. Attorneys-in-fact signing bid bonds must file with each bond a certified effective dated copy of their powers-of-attorney.

10. Include prices meeting the following requirements:

    A. Prices should be stated in units of quantity specified in the plans, specifications and request for bid. In case of any discrepancy in determining the amount of the bid, the quoted unit price will govern.

    B. Bid prices for equipment, goods or other items must include all delivery charges.

11. 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.

12. Identify any part of the specifications, standard terms and conditions, or contract terms which the bidder is unable to meet or which the bidder wishes to see modified. If modifications are requested, the bid must include the language for the requested modification.

13. Bidder must include all items as requested within this document, including but not limited to:

Cover letter

Deviations or variations to the bid specifications

Signed Bid Form

Subcontractor provision, if necessary

Signed Contract Form

BID FORM

Bid for Tree Trimming and Removal (2025 - 2027)

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?	☐	☐
Minority Owned Company?	☐	☐
Section 3 Certified Contractor?	☐	☐

If yes, Dunns #: _____

Are you, or the business owner related to any elected official or employee of the City?	☐	☐

If yes, list name and relationship: _____

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

Kent County Municipalities	☐	☐
Ottawa County Municipalities	☐	☐
Wyoming Public Schools	☐	☐

CONTACTS:

Primary Contact:

Name: _____ Title: _____

Email: _____ Phone: _____

Emergency/After Hours Contact:

Name: _____ Title: _____

Email: _____ Phone: _____

AREA TREE TRIMMING AND DISPOSAL

PAY ITEM	UNIT	2025	2026	2027
Area 1	EA			
Area 2	EA			
Area 3	EA			
Area 4	EA			
Area 5	EA			
Area 6	EA			
Area 7	EA			
Area 8	EA			
Area 9	EA			
Area 10	EA			
Area 11	EA			
Area 12	EA			
Area 13	EA			
Area 14	EA			
Area 15	EA			
Area 16	EA			
Area 17	EA			
Area 18	EA			
Area 19	EA			
Area 20	EA			

TREE TRIMMING AND DISPOSAL OF BRANCHES

PAY ITEM (DBH)	UNIT	2025		2026		2027	
		SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)
<6"	EA						
6"-12"	EA						
12"-18"	EA						
18"-24"	EA						
24"-30"	EA						
30"-36"	EA						
>36"	EA						

TREE REMOVAL, INCLUDING STUMP REMOVAL

PAY ITEM (DBH)	UNIT	2025		2026		2027	
		SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)
<6"	EA						
6"-12"	EA						
12"-18"	EA						
18"-24"	EA						
24"-30"	EA						
30"-36"	EA						
>36"	EA						

STUMP GRINDING ONLY

PAY ITEM (DBH)	UNIT	2025	2026	2027
		SCHEDULED WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)
<6"	EA			
6"-12"	EA			
12"-18"	EA			
18"-24"	EA			
24"-30"	EA			
30"-36"	EA			
>36"	EA			

EMERGENCY VEHICLE, EQUIPMENT AND LABORER LIST

Item	Quantity Available	2025 Hourly Rate	2026 Hourly Rate	2027 Hourly Rate

NOTE: Vehicle and equipment pricing shall include operator with hourly rate

LEGAL NAME OF COMPANY

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

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

STREET ADDRESS

CITY | STATE | ZIP CODE

BID CONTACT NAME (PLEASE PRINT)

BUSINESS PHONE | CELL PHONE

EMAIL ADDRESS | FAX NUMBER

SIGNATURE FOR BIDDER | DATE

PRINTED NAME AND TITLE OF PERSON SIGNING

2ND SIGNATURE FOR BIDDER | DATE

PRINTED NAME AND TITLE OF 2ND PERSON SIGNING

SUBCONTRACTOR PROVISION

_____ Dated _____ 20 _____

Contractor may subcontract the item or items of work stipulated below, provided the name and signature of the subcontractor is listed in the space indicated, and providing the contractor and principal subcontractors perform 80% of the work. If Contractor intends to do the work only with it's own forces, it must name and perform the work itself.

NAME OF CONTRACTOR OR SUBCONTRACTOR DOING WORK	DESIGNATED ITEM

The undersigned certifies that the Bidder, whose name appears on this proposal, has permission to use our name as Subcontractor for performing the items listed above.

Signed _____ Signed _____

By _____ By _____

Address _____ Address _____

_____ _____

Signed _____ Signed _____

By _____ By _____

Address _____ Address _____

_____ _____

CONTRACT FORM

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

City Standard Contract for Tree Trimming and Removal (2025 – 2027)

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

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

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

"Contractor" means:

_____
LEGAL NAME OF COMPANY

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

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

_____
ADDRESS

_____
CITY STATE ZIP CODE

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

Terms and Conditions

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

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

   None
4. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By:_____
John Shay, City Manager

Date signed: _____, 202__

Approved as to form:

_____
Scott G. Smith, City Attorney

Contractor:

_____
[Type or print Contractor's name]

By:_____
Signature for bidder

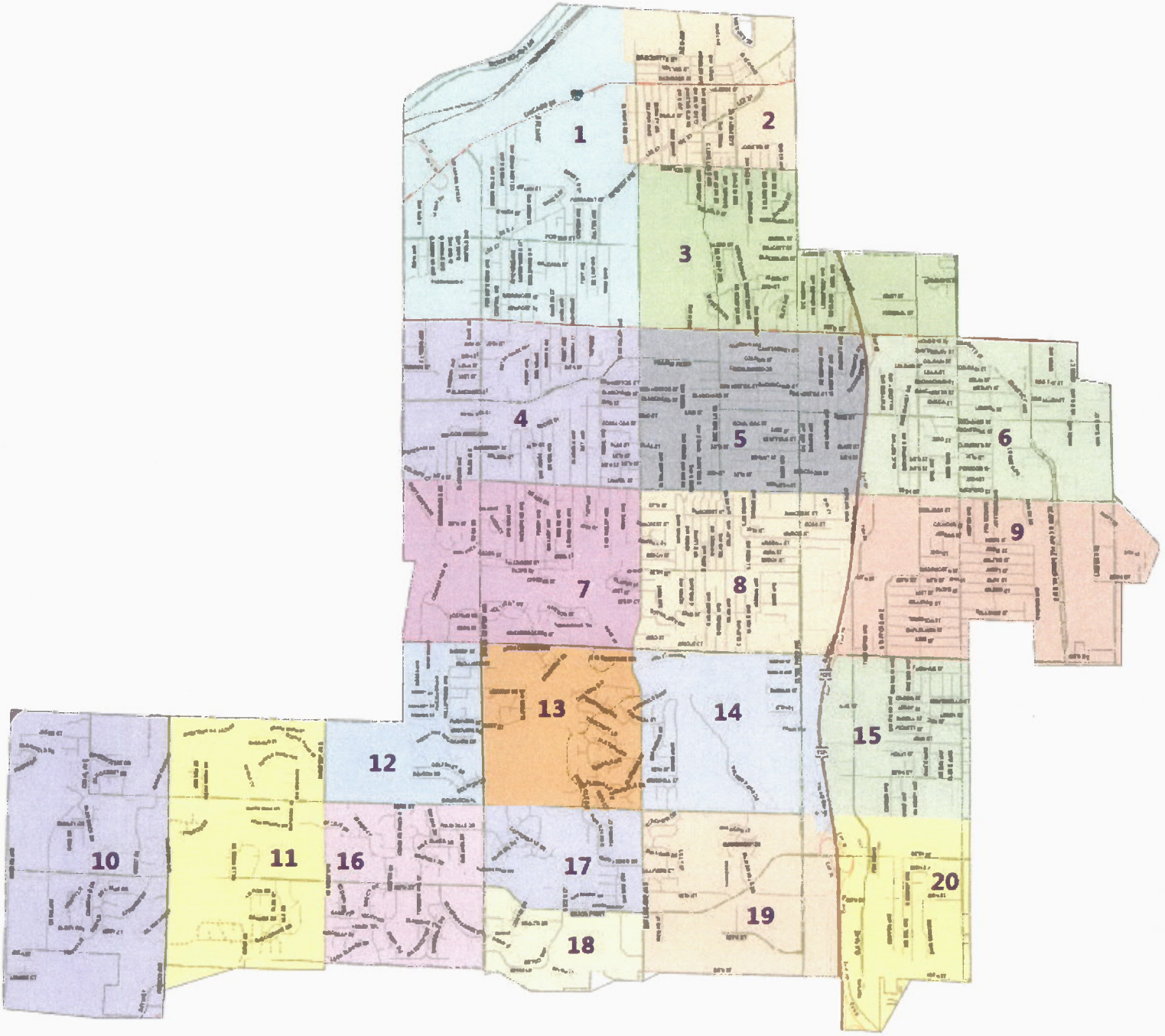
_____
Printed name of person signing for bidder

_____
Title of person signing for bidder

Date signed: _____, 202__

ATTACHMENT A

AREA TREE WORK LOCATIONS MAP



CITY OF WYOMING | PUBLIC WORKS

2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | Fax 616.249.3478 | wyomingmi.gov

ADDENDUM - BID/PROPOSAL FOR TREE TRIMMING AND REMOVAL (2025-2027)

BID DUE: 11:00 AM; Tuesday, November 19, 2024

ADDENDUM #1

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

Bidders/Proposers must complete this addendum and attach to your bid/proposal. If your bid/proposal has already been submitted, return the addendum to the Clerk's Office in a sealed envelope with the name of the bid/proposal and your company name written on the outside of the envelope.

COMPANY NAME

BUSINESS PHONE | CELL PHONE | EMAIL ADDRESS (REQUIRED)

NAME (PLEASE PRINT) | SIGNATURE (REQUIRED) | DATE

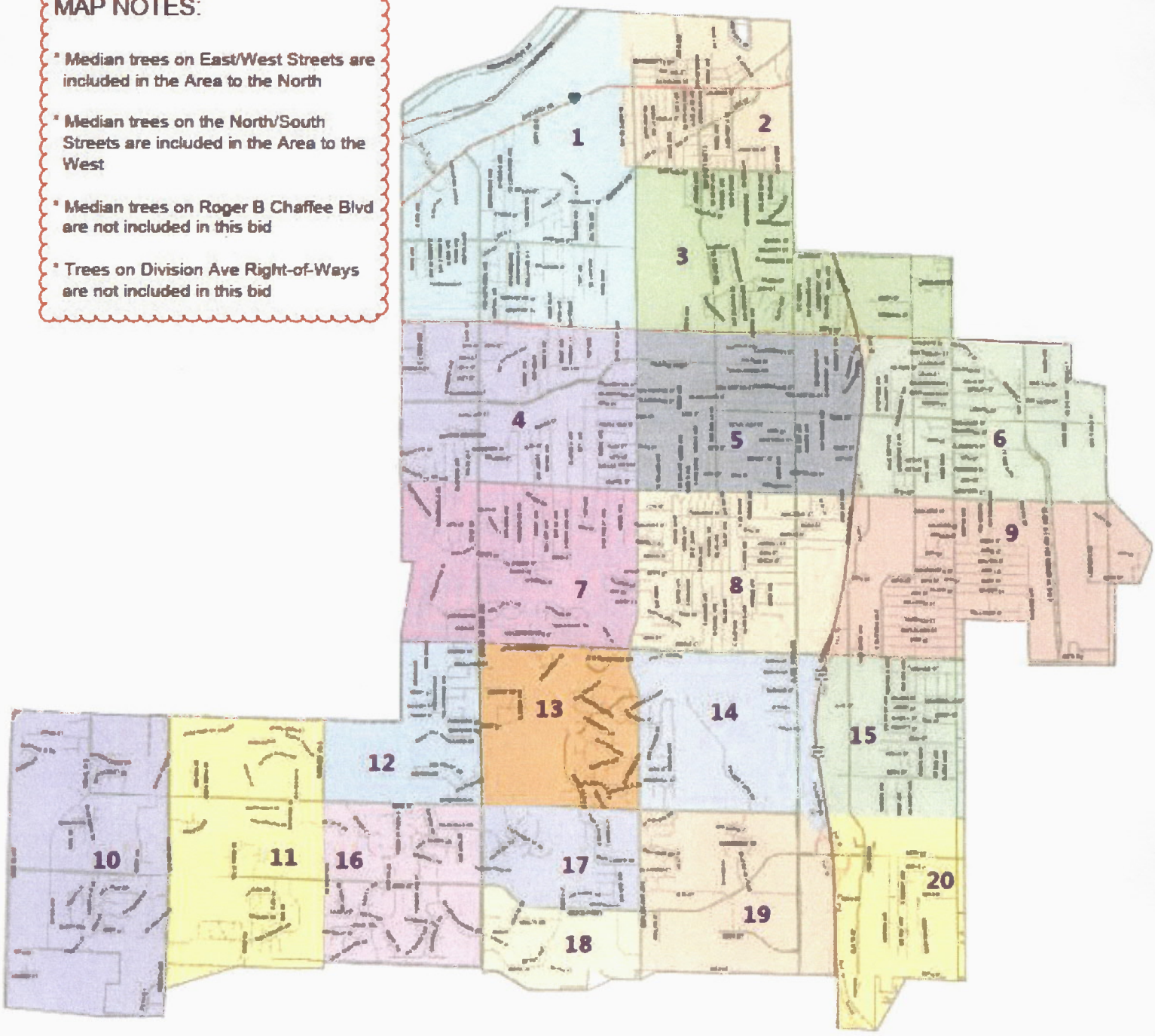
Addendum #1

ATTACHMENT A

AREA TREE WORK LOCATIONS MAP

MAP NOTES:

* Median trees on East/West Streets are included in the Area to the North
* Median trees on the North/South Streets are included in the Area to the West
* Median trees on Roger B Chaffee Blvd are not included in this bid
* Trees on Division Ave Right-of-Ways are not included in this bid



TREEWORKS

CLEARING THE WAY

City of Wyoming,

Thank you for the opportunity to submit a bid for Tree Trimming and Removal (2025-2027). We understand the need for reliable and efficient service, and are pleased to offer you an unparalleled level of execution.

As a TCIA Accredited company, Treeworks, Inc. has served the arboricultural needs of commercial, municipal, and residential clients throughout Michigan for over 20 years. Our experienced team includes four ISA Certified Arborists and two ISA Certified Utility Arborists, and is well versed in contracted and emergency storm damage tree work with municipalities such as the City of Kalamazoo, and the City of Grand Rapids.

As one of the first Michigan-based companies to acquire both a SENNEBOGEN 718 and 728, we offer an unprecedented standard of safety and efficiency in technical work.

Above all, we take pride in our team's experience, precision, and core values—all of which empower us to execute at the highest level in every size and type of project. In working with you, we will ensure a smooth and safe workflow from start to finish within the agreed-upon timeline.
Thank you for your consideration, and we look forward to working with you.

Sincerely,

Luke Porter, Vice-President
(616)-899-2632
luke.porter@treeworksmi.com
www.treeworksmi.com

CERTIFIED ARBORIST ISA

ACCREDITED TREE CARE INDUSTRY ASSOCIATION ETHICS QUALITY CONFIDENCE

TREE CARE INDUSTRY ASSOCIATION CTSP CERTIFIED TREECARE SAFETY PROFESSIONAL

BID FORM

Bid for Tree Trimming and Removal (2025 - 2027)

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?	☐	☑
Minority Owned Company?	☐	☑
Section 3 Certified Contractor?	☐	☑

If yes, Dunns #: _____

Are you, or the business owner related to any elected official or employee of the City?	☐	☑

If yes, list name and relationship: _____

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

Kent County Municipalities	☑	☐
Ottawa County Municipalities	☑	☐
Wyoming Public Schools	☑	☐

CONTACTS:

Primary Contact:

Name: Luke Porter Title: Vice-President

Email: luke.porter@treeworksmi.com Phone: 616-899-2632

Emergency/After Hours Contact:

Name: Luke Porter Title: Vice-President

Email: luke.porter@treeworksmi.com Phone: 616-899-2632

AREA TREE TRIMMING AND DISPOSAL

PAY ITEM	UNIT	2025	2026	2027
Area 1	EA	$29,400.00	$30,000.00	$31,400.00
Area 2	EA	$29,400.00	$30,000.00	$31,400.00
Area 3	EA	$29,400.00	$30,000.00	$31,400.00
Area 4	EA	$29,400.00	$30,000.00	$31,400.00
Area 5	EA	$29,400.00	$30,000.00	$31,400.00
Area 6	EA	$29,400.00	$30,000.00	$31,400.00
Area 7	EA	$29,400.00	$30,000.00	$31,400.00
Area 8	EA	$29,400.00	$30,000.00	$31,400.00
Area 9	EA	$29,400.00	$30,000.00	$31,400.00
Area 10	EA	$29,400.00	$30,000.00	$31,400.00
Area 11	EA	$29,400.00	$30,000.00	$31,400.00
Area 12	EA	$29,400.00	$30,000.00	$31,400.00
Area 13	EA	$29,400.00	$30,000.00	$31,400.00
Area 14	EA	$29,400.00	$30,000.00	$31,400.00
Area 15	EA	$29,400.00	$30,000.00	$31,400.00
Area 16	EA	$29,400.00	$30,000.00	$31,400.00
Area 17	EA	$29,400.00	$30,000.00	$31,400.00
Area 18	EA	$29,400.00	$30,000.00	$31,400.00
Area 19	EA	$29,400.00	$30,000.00	$31,400.00
Area 20	EA	$29,400.00	$30,000.00	$31,400.00

TREE TRIMMING AND DISPOSAL OF BRANCHES

PAY ITEM (DBH)	UNIT	2025		2026		2027	
		SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)
<6"	EA	$40.00	$80.00	$45.00	$85.00	$50.00	$100.00
6"-12"	EA	$55.00	$100.00	$60.00	$120.00	$65.00	$130.00
12"-18"	EA	$75.00	$150.00	$80.00	$155.00	$85.00	$170.00
18"-24"	EA	$135.00	$260.00	$145.00	$190.00	$150.00	$300.00
24"-30"	EA	$195.00	$400.00	$205.00	$410.00	$220.00	$440.00
30"-36"	EA	$250.00	$500.00	$260.00	$510.00	$275.00	$550.00
>36"	EA	$400.00	$800.00	$430.00	$860.00	$450.00	$900.00

TREE REMOVAL, INCLUDING STUMP REMOVAL

PAY ITEM (DBH)	UNIT	2025		2026		2027	
		SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)
<6"	EA	$150.00	$200.00	$155.00	$220.00	$160.00	$225.00
6"-12"	EA	$550.00	$700.00	$575.00	$750.00	$600.00	$775.00
12"-18"	EA	$825.00	$950.00	$900.00	$1000.00	$950.00	$1050.00
18"-24"	EA	$950.00	$1200.00	$1050.00	$1300.00	$1100.00	$1400.00
24"-30"	EA	$1800.00	$2100.00	$1900.00	$2250.00	$1950.00	$2500.00
30"-36"	EA	$2400.00	$3000.00	$2500.00	$3100.00	$2600.00	$3200.00
>36"	EA	$3600.00	$4500.00	$3800.00	$4700.00	$3900.00	$4800.00

STUMP GRINDING ONLY

PAY ITEM (DBH)	UNIT	2025 SCHEDULED WORK (UNIT COST)	2026 SCHEDULED WORK (UNIT COST)	2027 SCHEDULED WORK (UNIT COST)
<6"	EA	$50.00	$55.00	$60.00
6"-12"	EA	$70.00	$75.00	$80.00
12"-18"	EA	$140.00	$150.00	$160.00
18"-24"	EA	$300.00	$325.00	$350.00
24"-30"	EA	$425.00	$450.00	$500.00
30"-36"	EA	$600.00	$650.00	700.00
>36"	EA	$700.00	$750.00	$800.00

EMERGENCY VEHICLE, EQUIPMENT AND LABORER LIST

Item	Quantity Available	2025 Hourly Rate	2026 Hourly Rate	2027 Hourly Rate
50 HP loader/utility truck and trailer	3	$180.00	$185.00	$190.00
24" tree chipper/40 yd. chipper truck	3	$250.00	$260.00	$270.00
70 ft. bucket truck	3	$180.00	$185.00	$190.00
50 ft. Sennebogen	1	$600.00	$625.00	$700.00
75 ft. Sennebogen	1	$700.00	$750.00	$850.00
75 HP tracked stump grinder	2	$250.00	$300.00	$325.00

NOTE: Vehicle and equipment pricing shall include operator with hourly rate

BID FORM, CONTINUED

Treeworks, Inc.
LEGAL NAME OF COMPANY

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

S-Corporation of 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

11011 Fitzgerald St.
STREET ADDRESS

Nunica	MI	49448
CITY	STATE	ZIP CODE

Luke Porter
BID CONTACT NAME (PLEASE PRINT)

616-837-1102	616-899-2632
BUSINESS PHONE	CELL PHONE
luke.porter@treeworksmi.com	
EMAIL ADDRESS	FAX NUMBER

SIGNATURE FOR BIDDER — 11/18/2024 DATE

Luke Porter Vice-President
PRINTED NAME AND TITLE OF PERSON SIGNING



2ND SIGNATURE FOR BIDDER — DATE

PRINTED NAME AND TITLE OF 2ND PERSON SIGNING

SUBCONTRACTOR PROVISION

_____ Dated _____ 20 _____

Contractor may subcontract the item or items of work stipulated below, provided the name and signature of the subcontractor is listed in the space indicated, and providing the contractor and principal subcontractors perform 80% of the work. If Contractor intends to do the work only with it's own forces, it must name and perform the work itself.

NAME OF CONTRACTOR OR SUBCONTRACTOR DOING WORK	DESIGNATED ITEM

The undersigned certifies that the Bidder, whose name appears on this proposal, has permission to use our name as Subcontractor for performing the items listed above.

Signed _____ Signed _____

By _____ By _____

Address _____ Address _____

_____ _____

Signed _____ Signed _____

By _____ By _____

Address _____ Address _____

_____ _____

CONTRACT FORM

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

City Standard Contract for Tree Trimming and Removal (2025 – 2027)

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

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

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

"Contractor" means:

LEGAL NAME OF COMPANY
Treeworks, Inc.

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

FORM OF BUSINESS & STATE IN WHICH FORMED – e.g. partnership, corporation, limited liability company, professional corporation & the state in which it was formed
S-Corporation of Michigan

ADDRESS
PO Box 274

CITY	STATE	ZIP CODE
Coopersville	MI	49404

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

Terms and Conditions

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

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

   None

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

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

City of Wyoming

By:_____
John Shay, City Manager

Date signed: _____, 202__

Approved as to form:

_____
Scott G. Smith, City Attorney

Contractor:

Treeworks, Inc.
(Type or print Contractor's name)

By: Luke Porter
Signature for bidder

Luke Porter
Printed name of person signing for bidder

Vice-President
Title of person signing for bidder

Date signed: November, 18, 2024

ATTACHMENT A
AREA TREE WORK LOCATIONS MAP



NG

CITY OF WYOMING | PUBLIC WORKS

2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | Fax 616.249.3478 | wyomingmi.gov

ADDENDUM - BID/PROPOSAL FOR
TREE TRIMMING AND REMOVAL (2025-2027)

BID DUE: 11:00 AM; Tuesday, November 19, 2024

ADDENDUM #1

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

Bidders/Proposers must complete this addendum and attach to your bid/proposal. If your bid/proposal has already been submitted, return the addendum to the Clerk's Office in a sealed envelope with the name of the bid/proposal and your company name written on the outside of the envelope.

Treeworks, Inc.
COMPANY NAME

616-837-1102	616-899-2632	luke.porter@treeworksmi.com
BUSINESS PHONE	CELL PHONE	EMAIL ADDRESS (REQUIRED)

Luke Porter	Luke Porter	11/18/2024
NAME (PLEASE PRINT)	SIGNATURE (REQUIRED)	DATE

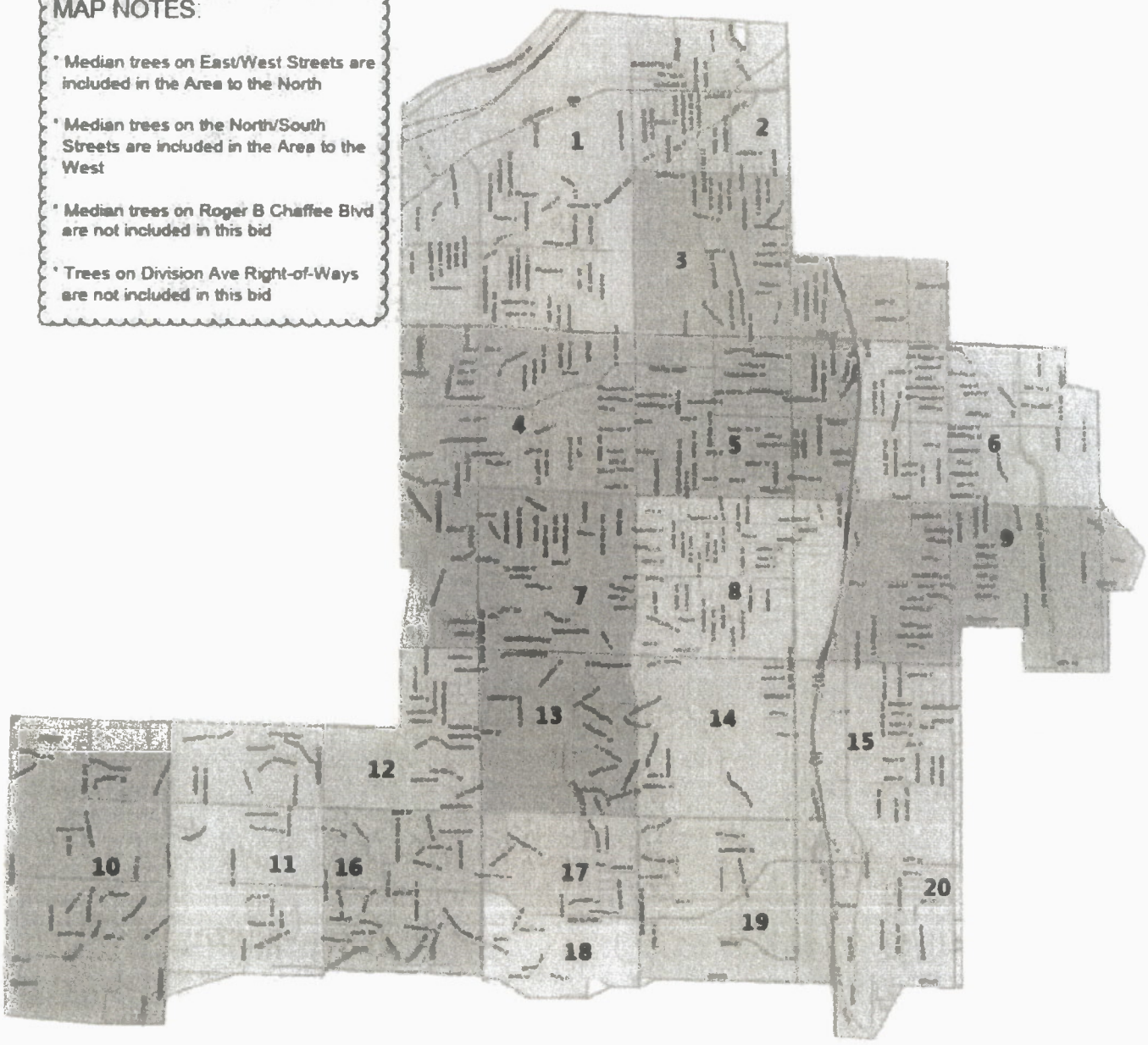
Addendum #1

ATTACHMENT A

AREA TREE WORK LOCATIONS MAP

MAP NOTES:

- Median trees on East/West Streets are included in the Area to the North
- Median trees on the North/South Streets are included in the Area to the West
- Median trees on Roger B Chaffee Blvd are not included in this bid
- Trees on Division Ave Right-of-Ways are not included in this bid



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Van Wyk Risk Solutions 150 Ottawa Ave NW Suite 1000 Grand Rapids, MI 49503	**CONTACT NAME:** Susan VandenBosch **PHONE (A/C, No, Ext):** 616.942.5070 **FAX (A/C, No):** 616.942.8199 **E-MAIL ADDRESS:** certs@vanwykcorp.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A:** SECURA Insurance Companies — 22543 **INSURER B:** Insurance Company of the West — 27847 **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**
INSURED Treeworks, Inc. PO Box 274 Coopersville, MI 49404	

COVERAGES **CERTIFICATE NUMBER:** 23/24 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	✔ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✔ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✔ PRO-JECT ☐ LOC ☐ OTHER:			CP3277796	01/01/2024	01/01/2025	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
A	AUTOMOBILE LIABILITY ✔ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			A3277796	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
A	✔ UMBRELLA LIAB ✔ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			CU3277797	01/01/2024	01/01/2025	EACH OCCURRENCE	$	5,000,000
							AGGREGATE	$	5,000,000
								$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WMI 5059075	01/01/2024	01/01/2025	✔ PER STATUTE ☐ OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
A	Leased/Rented Equipment			CP3277796	01/01/2024	01/01/2025	Limit		$ 315,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

FOR INFORMATIONAL PURPOSES

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan VanBosch

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TREEWORKS

CLEARING THE WAY

PROVIDING PROFESSIONAL TREE SERVICES TO OUR WEST MICHIGAN COMMUNITY



Introducing the Sennebogen 718 to Michigan

- 47 ft reach
- 360° rotation
- Up to 12K lb lift capacity
- Up to 24" cutting capacity
- Rotating sawblade

SERVICES WE OFFER

- Clearing
- Tree Removal
- Pruning
- Landscaping
- Property Management
- Wood Resources

MARKETS WE SERVE

- Residential
- Commercial
- Municipal



Contact Us Today! 616.837.1100 | office@treeworksmi.com | www.treeworksmi.com

CITY OF WYOMING

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN $8,500)
(WITH RFP)

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: Summit Tree Service, Inc. d/b/a Wise Owl Tree Company
[Name of contracting entity]
A Michigan corporation
[State and type of entity, e.g., corporation, limited liability company, etc.]
1379 Comstock St
[Contractor's street address]
Marne, MI 49435
[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: January 7, 2025. Normally this is the day after the Council meeting at which it is approved.

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

Proposal means Contractor's Bid/Proposal attached as Exhibit C.

RFP means the Request for Bids/Proposals attached as Exhibit B and includes all plans and drawings referred to in it.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods as detailed in the RFP as modified by the Proposal.
2. City will pay the Contractor in accordance with the RFP as modified by 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:

   Contractor shall provide services in the following categories outlined in the bid package: 1) Tree trimming and disposal of branches – Emergency work. 2) Tree removal, including stump removal – Emergency work. 3) Emergency vehicle, equipment and laborer list.
   [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 provided before beginning any Work.
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by 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: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form: _____
Scott G. Smith, City Attorney

Summit Tree Service, Inc. d/b/a Wise Owl Tree Company

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

Date signed: 12/17, 2024

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Contractor attests it complies with and promises it will comply with these Terms and Conditions.

1. Legal Compliance. Contractor and all Contractor's personnel must 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, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. Permits and Inspections. Unless the RFP or Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. Grant Compliance. If the RFP identifies state or federal grant funds as a source of payment for the project, Contractor (i) represents it has reviewed the grant agreement and (ii) will comply with grant agreement terms and conditions that apply to this Contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (**HUD**), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2024 (it may be updated), that is General Decision No. MI20240088, dated 01/19/2024, https://sam.gov/wage-determination/MI20240088/1.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200.

3. If project costs are $200,000 or more, HUD Section 3 provisions may require training and employment of low- and very love-income persons. See 24 CFR 75.3(a)(iii) (https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf).

B. If the RFP indicates they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

4. Qualifications. Contractor represents and promises that:

A. Contractor and Contractor's personnel must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not 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 not 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 not 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 not 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 HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: https://usfcr.com. Contractor and all subcontractors 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 City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

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. 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, 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.*, speak English less than very well), Contractor must use language assistance services in communications.

C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

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 Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing

to pay a person, other than its personnel, any consideration contingent upon the award of the 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 City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify 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 subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.IRS.gov).

B. Payments to Contractor will be made in accordance with the RFP. If no other terms are provided, payment of an invoice to 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 §17. City will pay undisputed amounts 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 City, defend every action brought against City or City's officers or employees for any alleged infringement of 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 action.

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the RFP calls for the use, installation, or acquisition of materials, equipment, supplies or other items:

A. Unless otherwise stated in the RFP, all materials, equipment, supplies, and items shall be new, the best of their respective kind, and free from defects.

B. Specifications in RFP are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

C. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for such items, and ensure all related warranties are held by or assigned to City.

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules a or promptly replace rejected materials renders 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 Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the RFP or Proposal expressly states 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 laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the RFP states otherwise, Contractor will restore, without expense to 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, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

12. Access to Work. City personnel and representatives must always have access to all the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to inspect the Work.

A. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts. On construction projects state sales taxes are applicable on materials only.

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) 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 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 a City request, allow inspection, auditing and copying of all retained records.

14. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Contractor's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

15. Independent Contractor. Contractor and Contractor's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Contractor is solely responsible Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

A. In case of Contractor's default, 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 City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a 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 16.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 state courts in Kent County, Michigan.

E. In addition to any other remedies to which a 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. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction\Prequalification at https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. 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 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 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.

18. Insurance.

A. Unless otherwise provided in the RFP, 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 these 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. Coverage shall be primary and any other insurance 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	Coverage shall be primary and any other insurance shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: $500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
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). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than $0. Amount required $_____.	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 $_____.	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. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	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. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, 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) authorized agents of the foregoing.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

C. Reference by office to a City officer includes that City officer's designee(s).

CITY OF WYOMING

REQUEST FOR BIDS

The City of Wyoming, Michigan is requesting bids for the services or project generally referred to as:

Tree Trimming and Removal (2025 – 2027)

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

Specifications and Bidding Documents shall be issued only to Bidders who have been qualified by the City of Wyoming. A Bidder who has not been pre-qualified shall submit the required pre-qualification information at least seven (7) days prior to the date bids are due. The Public Works Department may pre-qualify Contractors who have worked for the City of Wyoming in the past three (3) years without submitting the pre-qualification information. The Public Works Department will have the bid specifications available to only pre-qualified bidders on NOVEMBER 4, 2024.

Due Date and Time

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

Due date and time:	Tuesday, November 19, 2024, 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 (USPS) for delivery, add PO Box 905 to the mailing address above.

All bids must include the fully signed Bid Proposal Form and all other required information submitted in a sealed envelope and plainly labeled: **"TREE TRIMMING AND REMOVAL (2025 – 2027)"**

Bidders are solely responsible for ensuring delivery by the required date and time. Any bid, 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 above specified due date and time, will not be opened and will be returned to the bidder. **Bids will not be accepted by e-mail or other form of electronic delivery.**

Bids received will be publicly opened and read immediately following the receiving date/time specified above.

Pre-Bid Meeting

A pre-bid meeting will not be held.

Questions, Interpretations and Addenda

Questions about or requests for interpretation of this request for bids, any of the plans and specifications, or any bid requirements may be directed via e-mail to Ross.VanderLugt@wyomingmi.gov. No questions or interpretations will be issued later than 24 hours before the due date for bids. Questions will not be answered by phone or in other oral communication. Addendums, answers to questions or interpretations that may be of general interest to all Bidders will be emailed to all that received the bid. Information on all changes, addendums, answers to questions or interpretations will also be available at the City's Public Works Department, 2660 Burlingame Ave SW, Wyoming, MI 49509.

It is the Bidder'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 shall be bound by such changes or addenda.

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GENERAL BID INFORMATION

Bidders shall familiarize themselves with this bid document, standard terms and conditions, plans, specifications (including any issued addenda and interpretations), the work required, and site conditions prior to submitting its bid to ensure the fulfillment of the intent of the bid and contract documents.

Bid Requirements

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

Any bidder may withdraw his/her bid at any time prior to the scheduled time for the bid opening.

All bidders are responsible for the following in preparing and submitting a bid:

1. Reviewing and being familiar with this request for bid 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 will be posted on the City's website when issued. No addenda or interpretations will be issued later than 4 days before the due date for bids.
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, the bidder 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 in this bid document are for reference only and need not be returned with the bid. They will, however, be part of the contract documents.

Bid Opening and Tabulation

Bids will be publicly opened and read immediately following the due date and time stated on page 1 of this bid document. Bids will be tabulated by Wyoming City staff working in conjunction with any design professional or other consultant identified in the specifications or contract document(s).

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

City's Reservation of Rights

The City reserves the rights to:

1. Cancel any bid, order, and/or contract in whole or in part without penalty due to failure of the bidder/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 using quoted unit prices,
5. Review the experience, qualifications, and other information about any bidder and any identified subcontractor(s) and consultant(s) submitted as part of the bid,

6. Make inquiries of others about, or investigate any bidder, any identified subcontractor(s) or consultant(s), and any of their personnel,
7. Require background checks of the personnel of any bidder or identified subcontractor or consultant of any bidder to be undertaken at the expense of the bidder,
8. Negotiate with one or more selected bidder(s), and
9. Award the contract in a manner and to such bidder as deemed to be in the best interest of the City.

General Description of Consideration Process

Consideration of bids typically involves (i) review and tabulation of the bids and accompanying information, (ii) review of bid alternates and any provided samples, (iii) recommendation from the outside design professional (if identified in the plans and specifications), (iv) contacts of references and those for whom bidders 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 bidder, and (vii) City Council award of the contract. The 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, (i) the bidder's experience and expertise, (ii) the bidder's reputation, (iii) previous City experience with a bidder, (iv) the experience, expertise, reputation, and previous City experience with the bidder's identified subcontractors and consultants, and (v) other factors may be as or more important with respect to the award of any particular bid.

CITY CONTRACT STANDARD TERMS AND CONDITIONS

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

Because these are contract terms and conditions, the term "Contractor" is used to refer to the bidder 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 must 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 specifications or the submitted bid state otherwise, Contractor shall, without expense to the City, obtain all necessary 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 it has reviewed or is otherwise familiar with the grant requirements and (ii) it agrees to comply with any grant agreement terms and conditions that apply to the contract. **NO GRANT FUNDS ARE USED IN THIS CONTRACT.**

   A. Federal grant funds, specifically Community Development Block Grant funds, will be used for this contract. Davis-Bacon Act, prevailing wages requirements, and other federal requirements apply. Wage rate information may be referenced at https://sam.gov/content/wage-determinations.

   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.

   D. NOTE THAT SOME STATE GRANTS NOW REQUIRE PAYMENT OF PREVAILING WAGES.

   E. SOME FEDERAL GRANTS AND STATE GRANTS USING FEDERAL FUNDS MAY ALSO REQUIRE "BUY AMERICAN" COMPLIANCE.

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 this contract.

   B. Neither Contractor nor any subcontractor or any of their respective principals, owners, officers, shareholders, key employees, directors, members or partners (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracts by any federal

department or agency; (ii) have within the last 3-years been convicted of or had a judgment against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract; violating federal or state antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iii) is presently indicted for or criminally charged by a governmental entity with committing any of the offenses listed in this certification; or (iv) has within the last 3-years had one or more public contracts 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. **NO CDBG FUNDS ARE USED IN THIS CONTRACT.**

D. Contractor and any subcontractor will register on the Federal SAM Registry available at: https://usfcr.com.

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

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

G. Contractor and subcontractors may be required to obtain clearance or sign forms consenting to review by and clearance from state or federal agencies that enforce or review compliance with these requirements.

5. Diversity and Inclusion. Contractor and all Contractor's subcontractors, suppliers and consultants, will not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment, or matters related to employment because of religion, race, color, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the employee's or applicant's ability to perform the duties of a particular job or position. Contractor and all Contractor's subcontractors, suppliers and consultants will comply with all applicable laws, rules, regulations regarding discrimination and inclusion (*e.g.*, Elliott-Larsen Civil Rights Act, 1976 PA 453, Persons with Disabilities Civil Rights Act, 1976 PA 220, and those identified at the following website: https://www.eeoc.gov/).

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 contract.

B. No owner, director, officer, member, partner or key employee of Contractor and no owner, director, officer, member, partner or key employee 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 any other elected or appointed officer or board/commission member of the City except as already disclosed in writing to the City when submitting its bid.

C. Contractor will immediately notify the City of any subsequently discovered violation of these standards.

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 except in accordance with the City Manager's prior written 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 contact identified on page 1 of this bid an IRS W-9 form (available at https://www.irs.gov/pub/irs-pdf/fw9.pdf).

   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 for call for the use, installation or acquisition for City use of 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 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 shall be the sole judge of equivalency. Contractors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

   C. The City reserves the right to request samples. Contractor shall provide samples as requested to the City at Contractor's own expense within 10 days of bid opening. Samples will not be returned.

   D. Contractor shall provide the City all manufacturer parts lists, assembly or maintenance information, and any other documents provided by the manufacturer, or 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, 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. Bid prices shall be quoted delivered F.O.B. destination freight prepaid to any location specified in the specifications and included in the bid 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 of all debris resulting from the Work. Disposal will comply with applicable laws, rules and regulations. Contractor shall 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 shall 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 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. Quotations must be separated to show the amount to be 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 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 6 years after completion of this contract. Contractor shall, within 2 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 this 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 documents otherwise provide, the following applies to any dispute about the bid, contract award, or this 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 reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Council at its next meeting.

    B. Before filing any lawsuit, a party shall 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. By submitting a bid a bidder is agreeing 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.

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 to any City officer includes that City officer's designee(s).

BONDS AND LIENS

Bid Bond

A Bid Bond is not required for this project.

Payment Bond

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 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.

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.

Performance Bond

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 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.

No Liens

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 the City for any costs the City incurs to secure the release of that lien.

RISK ALLOCATION AND INSURANCE

Risk Allocation

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.

Contractor shall hold the City and the City's officers and employees harmless from, indemnify them for, and defend them (with legal counsel reasonably acceptable to the City) against all claims made by persons other than the City as a result of Contractor's Work under or performance of the 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 the Contract.

Insurance

Contractors performing work on City property or public right-of-way for the City shall provide the City with copies of all certificates of insurance, policies and endorsements evidencing the coverage and coverage provisions identified below.

1. Contractors shall also provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractors' policy.
2. All insurance carriers shall be "A" rated by the A.M. Best Company.
3. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.
4. All policies shall provide the following notification of cancellation or material change:

   It is understood and agreed that 30-days, 10-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 - Public Works, 2660 Burlingame Ave SW, Wyoming, MI 49509.
5. If any of the insurance is canceled, the Contractor shall cease operations on the date of termination and shall not resume operations until new insurance is in force.
6. If the following chart states that additional insured have to be named for any of the listed types of insurance, certificates of insurance and all needed endorsements for that insurance shall provide the following are covered:
   A. City of Wyoming,
   B. Authorities created by the City of Wyoming,
   C. All directors, board members, officers, elected and appointed officials, employees, volunteers and other agents of all the above entities.
7. If additional insureds have to be named, the following shall apply:
   A. Coverage afforded to the required insureds or additional insured shall be primary and non-contributory and any other insurance or coverage of the City's that may be in effect shall be secondary and/or excess.
   B. A waiver of subrogation shall be included in favor of the Additional Insureds.

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 General Aggregate Limit $2,000,000 Products/Completed Operations	Coverage shall include the following: (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, including ongoing and products-completed operations (CG 2010 and CG 2037 or equivalent) **Additional Insureds are required.**
Required Limits	**Additional Requirements**
AUTOMOBILE LIABILITY INSURANCE	
Minimal Limits (include hired and non-owned automobile coverage): $2,000,000 per person $2,000,000 per occurrence $2,000,000 per accident, **or** $2,000,000 Combined Single Limit, ea. accident	**Additional Insureds are required.**
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY INSURANCE	
Minimal Limits: $500,000 each accident $500,000 Disease, each employee $500,000 Disease – policy limit	Coverage shall be in accordance with all applicable Michigan statutes. Except where prohibited by law, waiver of subrogation is required covering the following: A. City of Wyoming B. Authorities created by the City of Wyoming, C. NAME OF ENGINEERING OR ARCHITECTURAL FIRM, if applicable' D. If this is an MDOT project, STATE OF MICHIGAN, MICHIGAN DEPARTMENT OF TRANSPORTATION, AND MICHIGAN TRANSPORTATION COMMISSION. E. If this is a Natural Resources Trust Fund Project, THE MICHIGAN NATURAL RESOURCES TRUST FUND, AND MICHIGAN DEPARTMENT OF NATURAL RESOURCES. F. If there are other grant funds included or a private property owner involved, there may be other required insureds. G. All directors, board members, officers, elected and appointed officials, employees, volunteers and other agents of all the above entities.
EXCESS/UMBRELLA INSURANCE	
	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). **Additional Insureds are required.**
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.
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. **Additional Insureds are required.**
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.

Sample Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: John Smith	
ABC Insurance Agency 123 Main Street Anywhere MI 12345	PHONE (A/C, No, Ext): 555-555-1234	FAX (A/C, No): 555-555-5678
	E-MAIL ADDRESS: johnsmith@johnsmith.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ABC Insurance Company	00000
INSURED XYZ Construction Company 456 Main Street Anywhere MI 12345	INSURER B : DEF Insurance Company	10001
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] XCU Included [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		00-00-00-00			EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 0
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 0
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ]	Y		00-00-00-00			COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y					EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		00-00-00-00			[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Wyoming Project Name:_____

The following are additional insureds: (i) City of Wyoming,(ii) all authorities, boards and bodies created by the City of Wyoming, (iii) Name of Engineering/ Architectural Firm (if applicable), (iv) State of Michigan, Michigan Department of Transportation, and Michigan Transportation Commission or other entities (if applicable) (v) all directors, board members, officers, elected and appointed officials, employees, volunteers and other agents of those entities. For additional insureds this coverage will be primary and any other insurance covering them will be secondary. Subrogation is waived for all additional insureds.
Additional Insured - See Endorsement. Cancellation Notice - See Endorsement. Primary & Secondary - See Endorsement.

CERTIFICATE HOLDER

City of Wyoming
Public Works Department
2660 Burlingame Ave SW
Wyoming MI 49509

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
AGENT SIGNATURE

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CITY OF WYOMING STANDARD SPECIFICATIONS FOR CONSTRUCTION

The City of Wyoming Engineering Division maintains standard construction specifications that may be referenced throughout this Request for Bids document. These specifications are available online at:

https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications

TECHNICAL BID SPECIFICATIONS

Scope

1. The City of Wyoming Public Works Department is soliciting proposals to perform tree trimming, tree removal, and stump grinding work for a three-year period beginning January 1, 2025. This work is to be performed within designated areas of the City or at individual locations on either a scheduled or emergency basis. The City is additionally requesting pricing for vehicles, equipment, labor and related resources in the event of a City-wide emergency (tornado, straight-line winds, freezing rain, etc). The selected Contractor shall also provide professional opinions on dead, dying or diseased trees or limbs as requested by the City.
2. The Contractor shall furnish all supervision, labor, equipment, materials, tools, traffic control devices, permits, licenses, certificates or fees necessary to perform the tree trimming and removal work.
3. The anticipated overall budget for the first year of the bid is approximately $75,000. The City reserves the right to increase, decrease or cancel any project due to Legislative actions, funding deficiencies, and/or natural emergencies.

Work

1. Project Locations
   - A. This project is located within the City of Wyoming.
     - i. MDOT controlled roads (Chicago Drive, 28th Street, US-131 and M-6) are not included as part of this project.
     - ii. Trees located in the median of Roger B Chaffee Memorial Boulevard, south of 32nd Street of and north of 44th Street are not included as part of this project.
     - iii. Trees located in the right-of-way of Division Avenue are not included as part of this project.
   - B. The City is split into 20 areas for tree work. These areas are provided as Attachment A of these specifications. These areas include trees located in City-owned: rights-of-way, boulevards, medians, islands, and cul-de-sacs. City right-of-way ownership is generally defined as 1 foot beyond the sidewalk edge farthest from the centerline of the adjoining street.
     - i. It is the intent of the City to have the Contractor work in these areas one time during the Contract term, however, the City may remove some of the areas based on the bid pricing, as well as need of services at the time. Prior to each Contract year, the City will notify the Contractor which areas are to be worked in during that Contract year. The Contractor shall not work in any area unless the City has given prior permission to begin.
   - C. City parks, buildings or facilities are not included in the 20 defined areas for tree work. Work done at these locations may be performed as requested by the City as part of scheduled or emergency tree work.
   - D. Trees located on private property shall not be removed but may be trimmed to the standards as defined in these specifications.
2. Personnel
   - A. The Contractor shall identify a field supervisor who shall have a minimum of 5 years supervisory experience.
   - B. The Contractor shall provide telephone numbers at which someone can be reached on a 24-hour emergency basis.
   - C. Contractor vehicles, equipment and personnel must be readily identified as part of the company.
   - D. Contractor shall have an ISA Certified Arborist on staff during the Contract term.

3. Standards

   A. All work shall be performed in a professional manner using quality equipment and materials, all of which must be maintained and operated properly.

   B. Tree size shall be determined by the diameter at breast height (DBH), which is an average diameter of the tree trunk taken at a point four and one-half feet above the ground. The diameter will be measured to the nearest full inch. Trees having major limbs less than four and one-half feet from the ground shall be measured at the smallest diameter below such limbs.

   C. Methods of trimming and pruning are to be performed in accordance with standard practices set for the by the American Association of Nurseryman, International Society of Arboriculture (ISA), the National Arborist Association (Pruning Standard for Class I Pruning), and the American National Standards Institute (ANSI) A300 and Z133.1 Guidelines.

   D. Care should be taken when pruning thin bark trees. The minimum number of limbs shall be removed to obtain the desired effect without admitting excessive sunlight to the trunk of the tree, or the top of large branches.

   E. Trees should not be reduced more than 1/3 of the total area existing prior to pruning, unless authorized by the City.

   F. All tree work shall include removal of the basal sprout, suckers, brush and weeds within 2 feet of the trunk.

   G. Trees shall be shaped to remain in an appearance which is shapely and typical for their species. Sides shall be reduced in order to maintain a tree-like form.

   H. Tree removal shall include topping and other operations necessary to safely remove the assigned trees without impacting nearby operations, structures or vegetation.

   I. Tree trimming or pruning work involving oaks should not occur from April through July. All oaks pruned or trimmed shall be treated with an industry-accepted wound sealer.

4. Equipment

   A. Contractor must have in their possession or available to them by formal agreement at the time of the bidding: trucks, devices, chippers, hand tools, aerials, and other equipment which is necessary to adequately perform the work outlined in these specifications. The City may inspect such equipment or agreements prior to awarding the contract or at any time during the contract.

5. Notifications

   A. Prior to commencing work, the Contractor shall provide notices to the property owners in the affected areas. The notice shall include the work being performed, date of the work being performed and any impact on the property owners.

   B. Trees identified by the Contractor as having structural weaknesses, decayed trunks, split crotches or are otherwise unsafe shall be immediately reported to the Public Works Department.

6. Protection of Personal and Public Property

   A. The Contractor shall use all means necessary to protect private and public property during the project.

   B. Any damage to private or public property shall be immediately reported to the City.

      i. If the Contractor damages any public or private property, the Contractor shall restore, at their own expense, any public or private property damaged to a condition similar to and equal to that existing before such damage was done.

      ii. If the Contractor fails to make such repairs or restoration, after a 48-hour notice, the City may make such repairs or restoration, and bill the cost to the Contractor.

   C. Prior to any underground excavations, MISS DIG shall be notified.

D. Work near or adjacent to any above ground cable, electrical, telephone, or other utilities shall be in compliance with ANSI and the standards of the owner of the facility.

E. The Contractor shall protect all utilities from damage and shall contact the appropriate utility immediately if damage should occur. The Contractor shall be responsible for all damage claims due to the tree trimming operations.

7. Schedule and Response Time

A. For area tree work, the Contractor shall provide the City with a work schedule and completion timeframe at least two weeks prior to the anticipated start date. Contractor shall also provide the City with copies of proposed resident notification language as referenced in these specifications.

B. The City shall notify the Contractor of any scheduled or emergency work required outside of defined area tree work.

i. Scheduled work shall begin within one week after the initial notification unless otherwise directed by the City.

ii. Emergency work shall begin within two hours after the initial notification unless otherwise directed by the City.

8. Tree Damage

A. Climbing irons, spurs or spikes shall not be used on trees to be pruned. Any tree damage caused by the Contractor shall be repaired immediately to the satisfaction of the City at no additional expense.

B. Trees damaged beyond repair, as judged by a qualified arborist acceptable to the City and the Contractor, whose expenses shall be jointly covered by both parties, are to be removed and replaced by a tree of size and species designated at no additional cost to the City; or the dollar value of such damaged trees, as determined by the qualified arborist, shall be deducted from the monies owed to the Contractor.

9. Area Tree Work

A. Area tree work shall include the following

i. Elevation trimming to obtain clearance of 15'0" over the paved surface.

ii. Elevation trimming to obtain clearance of 10'0" over sidewalks, pedestrian pathways or driveways located in the City right-of-way.

iii. Elevation trimming to obtain clearance of 10'0" around roofs and structures.

iv. Visibility trimming to obtain clearance of 10'0" around streetlights.

v. Median trees shall be trimmed to be aesthetically pleasing and promote good branching habits and shapely structure typical of that tree species. This may include crown cleaning and thinning according to ANSI A300 standards.

vi. Work shall not include:

a. Tree work around street signage.

b. Tree work around electric power, communications cabling, or other aerial utilities.

c. Removal of trees. Contractor shall identify trees needing removal and notify the City of such locations to obtain approval. Pricing for tree removals shall occur following the tree removal unit pricing as submitted by the Contractor for this bid.

vii. Removal of any dead, dying or decayed wood other than tree removal.

viii. Removal of any branches damaged by storms.

10. Scheduled Tree Work

    A. Scheduled tree work shall include any tree trimming, pruning or removal as requested by the City within a scheduled timeframe.

        i. Tree removal includes stump removal.

    B. Requested work shall follow standards as set forth in these technical bid specifications.

11. Emergency Tree Work

    A. Emergency tree work shall include any tree trimming, pruning or removal as requested by the City in an emergency. Emergency tree work may range from individual tree work resulting from an isolated incident (accident, water main break, etc.) or an area-wide event (tornado).

    B. Requested work shall follow standards as set forth in these technical bid specifications.

    C. As part of the bid submittal documents, Contractor shall provide a listing of available vehicles, equipment, resources, and pricing in the event the Contractor is needed as part of a response to a City-wide emergency (i.e. tornado, straight-line winds, hail, freezing rain, etc.).

12. Stump Grinding

    A. The stump shall be ground to no less than 8-inches below grade.

    B. Stump grinding shall include removal of surface roots within the curb lawn area.

    C. If site conditions do not allow for stump grinding (i.e. fencing, building, or other obstructions) the stump shall be treated to prevent future growth.

13. Clean-Up and Removal

    A. Debris from all work associated with this Contract shall be cleaned-up each day before the work crew leaves the site, unless permission is given by the City to do otherwise. All lawn areas shall be raked, all streets and sidewalks shall be swept, and all brush, branches and logs shall be removed from the site. Areas are to be left in a condition equal to that which existed prior to the commencement of any work.

        i. The City will topsoil and hydromulch, where applicable, after the Contractor removes the tree and stump.

    B. Contractor shall be responsible for removing and disposing in a proper and acceptable manner, all logs, brush and debris resulting from the tree maintenance operations.

        i. The Contractor shall not use the City's Yard Waste Facility for the disposal of any materials resulting from the tree maintenance operations.

Progress Schedule and Completion Date

Following the award of the Contract by the City, the Contractor shall prepare a detailed Schedule of Operations that shall indicate the sequence of work. The schedule will be submitted to the City for approval.

Start date:	No earlier than JANUARY 1, 2025
Work hours:	Monday through Friday, 7:30 a.m. – 7:30 p.m.
No work on:	SATURDAYS, SUNDAYS OR CITY HOLIDAYS UNLESS REQUIRED BY AN EMERGENCY
Completion date:	By December 31, 2027.

Safety

1. The Contractor shall follow the ANSI Z-133 Standards for Tree Worker Safety and MI-OSHA Part 53 – Tree Trimming and Removal Standards.
2. All operations shall be conducted in compliance with all State safety requirements.
   A. Hard hats shall always be worn near equipment at all times, as required by Michigan Occupational Safety and Health Administration (MI-OSHA).
   B. MIOSHA approved safety vests with proper reflective striping shall always be worn while working in the City's streets, medians and right-of-ways.
   C. If proper personal protection equipment is not worn, the City reserves the right to remove the contractor from the job site until proper safety equipment is obtained.
3. The Contractor is solely responsible for pedestrian, and vehicular safety and control within the work site.

Traffic Control

1. Work performed shall be done in such a manner as to minimize vehicular and pedestrian interference.
2. Traffic Control on all streets shall be done by the Contractor at no additional cost to the City.
   A. The Contractor shall be responsible for providing all lights, cones, flagmen, barricades, flashers, signage or other warning devices necessary to adequately protect all obstructions within the work zone area and maintain a safe traffic pattern around the work area. All equipment shall be properly maintained throughout the project.
   B. All traffic control shall be per the City of Wyoming Guide for Work Area Traffic Control and The Michigan Manual of Uniform Traffic Control Devices (MI-MUTCD).
3. Work on Major Streets
   A. Any work on the major streets shall be done during the hours of 9:00AM – 3:00PM (Monday – Friday) due to the high volume of traffic and potential impacts to the schools' bussing systems. If work is scheduled on a Friday, the Contractor shall notify the City of such work at least 2 days prior to commencing such work.
4. Blocking of public streets shall not be permitted unless prior arrangements have been made with the City.

Warranties

1. The Contractor shall warrant all work to be free of defects in workmanship and materials for a period of one year from the date of final acceptance of all work.

Inspections and Acceptance

1. A designated City employee shall be inspecting the project locations to ensure proper maintenance and adherence to the Bid Specifications.
2. Work shall be completed within the specified schedule and in accordance with the specifications.
3. No payment for services will be rendered unless all conditions as specified are met.
   A. If the City deems the work unacceptable, it is the Contractor's responsibility to remedy the issue before payment shall be made.

Billing and Payment

1. Work shall be completed within the specified schedule and in accordance with the specifications.
2. No payment for services will be rendered unless all conditions as specified are met.
3. The Contractor shall submit an invoice once work is completed. The invoice shall include the following information:
   A. Date work performed, type of work performed, size of tree and location.
4. Once the work is deemed acceptable by the City, payment shall be made in accordance with the unit prices stated in the Bid Proposal for the work performed.

Subcontractors

1. Include the names, addresses and other contact information for, and responsible contacts for each subcontractor or consultant the bidder will use for the Work. The City reserves the right to approve or disapprove of all or any subcontractors and consultants. Subcontractors performing tree trimming or removal activities must have ISA Certified Arborist on staff.

Liquidated Damages

1. Liquidated Damages shall be assessed by the amount indicated in the table below. Liquidated Damages shall be assessed per workday as identified in the section on Progress Schedule.
2. Progress Schedule. Liquidated Damages shall be assessed the first workday after the completion date as identified in the table below:

Original Contract Amount			Liquidated Damages per Workday
$0	to	$49,999	$ 200
50,000	to	99,999	400
100,000	to	499,999	600
500,000	to	999,999	900
1,000,000	to	1,999,999	1,300
2,000,000	to	4,999,999	1,550
5,000,000	to	9,999,999	2,650
10,000,000	to	19,999,999	3,000
20,000,000	to	49,999,999	3,800
50,000,000	and above		4,500

Discrepancies in Plans and Specifications

1. Any discrepancies found in the Plans and Specifications must be immediately reported to the contact identified on page 1 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/Purchase Order
   Bid Proposal on the City's Form - without any additions or changes
   Technical Bid Specifications
   Instructions to Bidders
   General Bid Information
   City Contract Standard Terms and Conditions
   Drawings
   2005 City of Wyoming Standard Specifications for Construction
   Prequalification Documents

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

INSTRUCTIONS TO BIDDERS

ALL BIDS MUST:

1. Be typed or clearly printed in ink.

2. Be free of erasures or corrections except those initialed by the bidder.

3. Include the bid form and all other required forms fully completed and signed, including any detailed pricing information. Plans and specifications do not need to be returned with the bid.

4. Be free of unsolicited alternate bids. Unsolicited alternate bids will not be considered and if submitted may cause the bid to be rejected.

5. Be received by the date and time specified on page 1 of this bid document.

6. Be in a sealed envelope labeled as required on page 1 of this bid document.

7. Include a cover letter that lists all enclosures.

8. Include the original signature(s) of one or more individuals authorized to bind the proponent as required on the Bid Form and Contract:

    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.*, a corporation, a partnership, a limited liability company, a limited partnership, or other business form.

    C. Both the bid and contract must be signed by an individual with the authority to bind the bidder. For corporations, this is usually an officer such as the president, vice president or secretary. For a partnership, this is usually a general partner. For a limited liability company, this is usually a managing member. If there is a question about signing authority, the city may seek verification of that authority.

9. Include any required bid bond or other security if required by the specifications.

    A. The bid bond (if required) must be signed by the bidder/surety with the complete, usual signature of the individual(s) authorized to bind the bidder/surety.

    B. Attorneys-in-fact signing bid bonds must file with each bond a certified effective dated copy of their powers-of-attorney.

10. Include prices meeting the following requirements:

    A. Prices should be stated in units of quantity specified in the plans, specifications and request for bid. In case of any discrepancy in determining the amount of the bid, the quoted unit price will govern.

    B. Bid prices for equipment, goods or other items must include all delivery charges.

11. 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.

12. Identify any part of the specifications, standard terms and conditions, or contract terms which the bidder is unable to meet or which the bidder wishes to see modified. If modifications are requested, the bid must include the language for the requested modification.

13. Bidder must include all items as requested within this document, including but not limited to:

Cover letter

Deviations or variations to the bid specifications

Signed Bid Form

Subcontractor provision, if necessary

Signed Contract Form

BID FORM

Bid for Tree Trimming and Removal (2025 - 2027)

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?	☐	☐
Minority Owned Company?	☐	☐
Section 3 Certified Contractor?	☐	☐

If yes, Dunns #: _____

Are you, or the business owner related to any elected official or employee of the City?	☐	☐

If yes, list name and relationship: _____

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

Kent County Municipalities	☐	☐
Ottawa County Municipalities	☐	☐
Wyoming Public Schools	☐	☐

CONTACTS:

Primary Contact:

Name: _____ Title: _____

Email: _____ Phone: _____

Emergency/After Hours Contact:

Name: _____ Title: _____

Email: _____ Phone: _____

AREA TREE TRIMMING AND DISPOSAL

PAY ITEM	UNIT	2025	2026	2027
Area 1	EA			
Area 2	EA			
Area 3	EA			
Area 4	EA			
Area 5	EA			
Area 6	EA			
Area 7	EA			
Area 8	EA			
Area 9	EA			
Area 10	EA			
Area 11	EA			
Area 12	EA			
Area 13	EA			
Area 14	EA			
Area 15	EA			
Area 16	EA			
Area 17	EA			
Area 18	EA			
Area 19	EA			
Area 20	EA			

TREE TRIMMING AND DISPOSAL OF BRANCHES

PAY ITEM (DBH)	UNIT	2025		2026		2027	
		SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)
<6"	EA						
6"-12"	EA						
12"-18"	EA						
18"-24"	EA						
24"-30"	EA						
30"-36"	EA						
>36"	EA						

TREE REMOVAL, INCLUDING STUMP REMOVAL

PAY ITEM (DBH)	UNIT	2025		2026		2027	
		SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)
<6"	EA						
6"-12"	EA						
12"-18"	EA						
18"-24"	EA						
24"-30"	EA						
30"-36"	EA						
>36"	EA						

STUMP GRINDING ONLY

PAY ITEM (DBH)	UNIT	2025 SCHEDULED WORK (UNIT COST)	2026 SCHEDULED WORK (UNIT COST)	2027 SCHEDULED WORK (UNIT COST)
<6"	EA			
6"-12"	EA			
12"-18"	EA			
18"-24"	EA			
24"-30"	EA			
30"-36"	EA			
>36"	EA			

EMERGENCY VEHICLE, EQUIPMENT AND LABORER LIST

Item	Quantity Available	2025 Hourly Rate	2026 Hourly Rate	2027 Hourly Rate

NOTE: Vehicle and equipment pricing shall include operator with hourly rate

BID FORM, CONTINUED

LEGAL NAME OF COMPANY

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

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

STREET ADDRESS

CITY | STATE | ZIP CODE

BID CONTACT NAME (PLEASE PRINT)

BUSINESS PHONE | CELL PHONE

EMAIL ADDRESS | FAX NUMBER

SIGNATURE FOR BIDDER | DATE

PRINTED NAME AND TITLE OF PERSON SIGNING

2ND SIGNATURE FOR BIDDER | DATE

PRINTED NAME AND TITLE OF 2ND PERSON SIGNING

SUBCONTRACTOR PROVISION

_____ Dated _____ 20 _____

Contractor may subcontract the item or items of work stipulated below, provided the name and signature of the subcontractor is listed in the space indicated, and providing the contractor and principal subcontractors perform 80% of the work. If Contractor intends to do the work only with it's own forces, it must name and perform the work itself.

NAME OF CONTRACTOR OR SUBCONTRACTOR DOING WORK	DESIGNATED ITEM

The undersigned certifies that the Bidder, whose name appears on this proposal, has permission to use our name as Subcontractor for performing the items listed above.

Signed _____ Signed _____

By _____ By _____

Address _____ Address _____

_____ _____

Signed _____ Signed _____

By _____ By _____

Address _____ Address _____

_____ _____

CONTRACT FORM

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

City Standard Contract for Tree Trimming and Removal (2025 – 2027)

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

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

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

"Contractor" means:

_____
LEGAL NAME OF COMPANY

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

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

_____
ADDRESS

_____
CITY STATE ZIP CODE

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

Terms and Conditions

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

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

   None
4. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By:_____
John Shay, City Manager

Date signed: _____, 202__

Approved as to form:

_____
Scott G. Smith, City Attorney

Contractor:

_____
[Type or print Contractor's name]

By:_____
Signature for bidder

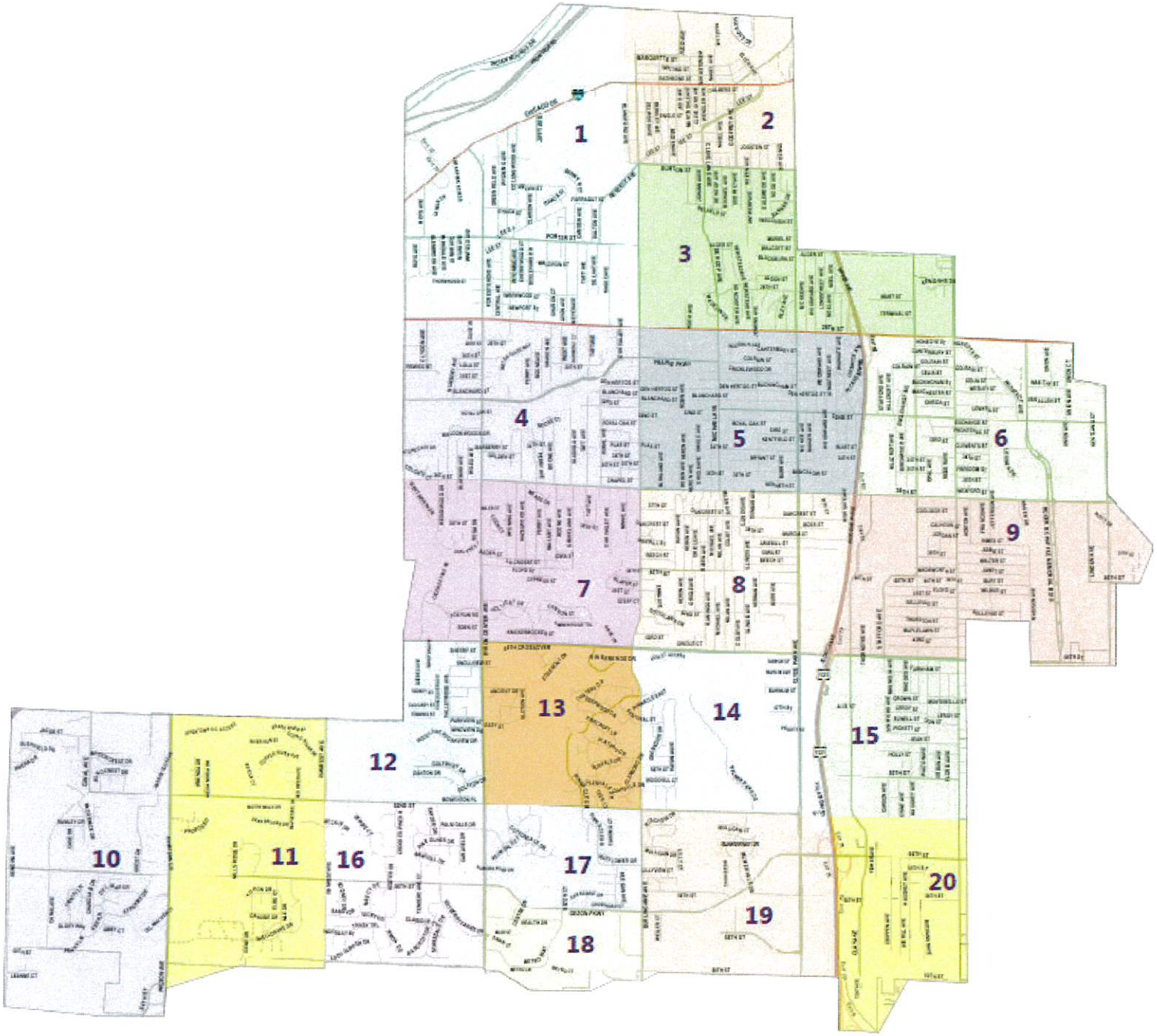
_____
Printed name of person signing for bidder

_____
Title of person signing for bidder

Date signed: _____, 202__

ATTACHMENT A

AREA TREE WORK LOCATIONS MAP



CITY OF WYOMING | PUBLIC WORKS

2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | Fax 616.249.3478 | wyomingmi.gov

ADDENDUM - BID/PROPOSAL FOR TREE TRIMMING AND REMOVAL (2025-2027)

BID DUE: 11:00 AM; Tuesday, November 19, 2024

ADDENDUM #1

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

Bidders/Proposers must complete this addendum and attach to your bid/proposal. If your bid/proposal has already been submitted, return the addendum to the Clerk's Office in a sealed envelope with the name of the bid/proposal and your company name written on the outside of the envelope.

COMPANY NAME

BUSINESS PHONE | CELL PHONE | EMAIL ADDRESS (REQUIRED)

NAME (PLEASE PRINT) | SIGNATURE (REQUIRED) | DATE

Addendum #1

ATTACHMENT A

AREA TREE WORK LOCATIONS MAP

MAP NOTES:

* Median trees on East/West Streets are included in the Area to the North
* Median trees on the North/South Streets are included in the Area to the West
* Median trees on Roger B Chaffee Blvd are not included in this bid
* Trees on Division Ave Right-of-Ways are not included in this bid

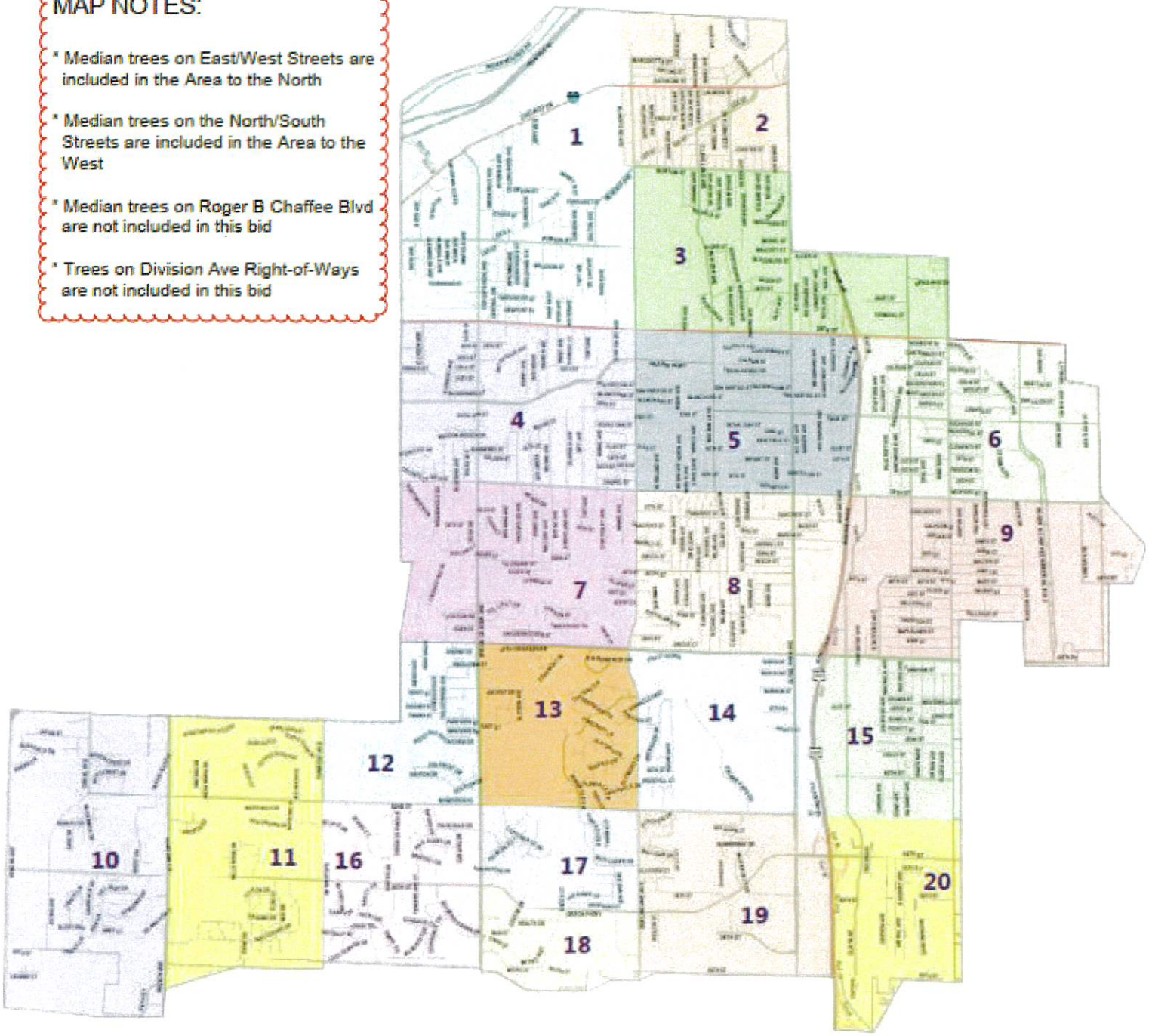


EXHIBIT C
PROPOSAL

Wise Owl
TREE COMPANY

November 11, 2024

Wyoming City Clerk's Office
Wyoming City Hall
1155 28th St. SW
Wyoming, MI 49509

I want to thank you for including Wise Owl Tree Company in the City of Wyoming's RFP process. We are grateful to be given the chance to provide you with our proposal for tree care for the timeframe between 2025-2027.

When undertaking municipal contracts, one of Wise Owl Tree Company's guiding principles is, "safety first." This mindset is not only for our crew members but for the public as well. Throughout our contracted work, Wise Owl's goal is to effectively mitigate any tree hazards in a safe and efficient manner. This ensures that the community can enjoy the trees and all their numerous benefits. Wise Owl provides this safe and gentle approach by training all crews to be mindful, not only to mitigate the hazards posed by the trees but also to mitigate the hazards to themselves.

As a company, we adhere to all ISA and ANSI Best Management Practices for pruning, removals, and safety. This commitment elevates our ability to provide the best services to our clients, while remaining safe and mindful of the community.

Furthermore, Wise Owl Tree Company schedules and plans ahead to complete projects in a timely manner. Our adaptability allows us to navigate around equipment failures, illness, or weather-related delays, making us excellent problem-solvers and highly adaptable in scheduling changes and updates.

The team at Wise Owl is passionate about tree care and thrives in the company culture that centered around our Core Values: Safety, Teamwork, Kind and Thorough, and Honesty.

You will find our proposal in the attached envelope and we look forward to the potential of working together.

Thank you for your time and consideration.

Isaac Dunigan

ISA Certified Arborist MI-4195
ISA Certified Municipal Arborist MI 4195
ISA Certified Tree Risk Assessor
TCIA Certified Treecare Safety Professional
Oak Wilt Qualified
MDARD Certified Pesticide Applicator
OSHA 30 2023
CPR/First Aid/AED 2023-2025
Red Cross Certified CPR/First Aid/AED Instructor 2024-2026

Phone: 616-840-2947 1379 Comstock St Marne, MI 49435 info@wiseowltreeco.com

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.

12. Identify any part of the specifications, standard terms and conditions, or contract terms which the bidder is unable to meet or which the bidder wishes to see modified. If modifications are requested, the bid must include the language for the requested modification.

13. Bidder must include all items as requested within this document, including but not limited to:

- ☐ Cover letter
- ☐ Deviations or variations to the bid specifications
- ☐ Signed Bid Form
- ☐ Subcontractor provision, if necessary
- ☐ Signed Contract Form

BID FORM, CONTINUED

CONTACTS:

Primary Contact:

Name: Isaac Dunigan Title: Operations Manager

Email: isaacd@wiseowltreeco.com Phone: 616-302-0992

Emergency/After Hours Contact:

Name: Tim Guikema Title: Sales Manager

Email: timg@wiseowltreeco.com Phone: 616-293-9084

AREA TREE TRIMMING AND DISPOSAL

PAY ITEM	UNIT	2025	2026	2027
Area 1	EA	33,061.00	34,051.00	35,011.00
Area 2	EA	33,526.00	34,516.00	35,416.00
Area 3	EA	22,850.00	23,840.00	24,740.00
Area 4	EA	26,100.00	27,090.00	27,990.00
Area 5	EA	29,348.00	30,338.00	31,238.00
Area 6	EA	21,922.00	22,912.00	23,812.00
Area 7	EA	34,918.00	35,908.00	36,808.00
Area 8	EA	40,489.00	41,479.00	42,379.00
Area 9	EA	24,243.00	25,233.00	26,133.00
Area 10	EA	22,575.00	23,565.00	24,565.00
Area 11	EA	23,428.00	24,418.00	26,418.00
Area 12	EA	33,987.00	34,977.00	35,977.00
Area 13	EA	21,859.00	22,849.00	23,849.00
Area 14	EA	26,757.00	27,747.00	28,747.00
Area 15	EA	17,280.00	18,270.00	19,170.00
Area 16	EA	15,576.00	16,426.00	17,376.00
Area 17	EA	7,628.00	8,137.00	8,878.00
Area 18	EA	5,867.00	6,267.00	6,817.00
Area 19	EA	8,651.00	9,151.00	9,751.00
Area 20	EA	9,484.00	10,384.00	11,259.00

TREE TRIMMING AND DISPOSAL OF BRANCHES

PAY ITEM (DBH)	UNIT	2025		2026		2027	
		SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)
<6"	EA	23.75	98.25	25.50	101.25	27.50	104.50
6"-12"	EA	61.50	131.50	63.00	135.25	64.50	139.25
12"-18"	EA	89.50	196.00	92.25	202.50	95.25	209.50
18"-24"	EA	191.00	306.00	196.50	315.50	202.50	325.50
24"-30"	EA	290.00	452.50	299.50	465.25	309.50	478.25
30"-36"	EA	426.00	710.00	438.25	730.00	451.00	750.00
>36"	EA	600.50	1,033.00	617.75	1,063.00	635.25	1,093.00

TREE REMOVAL, INCLUDING STUMP REMOVAL

PAY ITEM (DBH)	UNIT	2025		2026		2027	
		SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)	SCHEDULED WORK (UNIT COST)	EMERGENCY WORK (UNIT COST)
<6"	EA	180.00	270.00	186.00	278.00	192.00	286.00
6"-12"	EA	277.00	410.00	289.50	422.50	292.25	435.25
12"-18"	EA	450.00	674.00	463.25	693.50	476.75	713.50
18"-24"	EA	810.00	1,214.00	833.25	1,248.50	856.75	1,282.50
24"-30"	EA	1,261.00	1,890.00	1,297.00	1,943.50	1,333.50	1997.25
30"-36"	EA	1,943.00	2,912.00	1,998.25	2,994.00	2,054.25	3,078
>36"	EA	2,882.00	4,376.00	2,967.00	4,551.50	3,052.00	4,727.50

BID FORM, CONTINUED

STUMP GRINDING ONLY

PAY ITEM (DBH)	UNIT	2025 SCHEDULED WORK (UNIT COST)	2026 SCHEDULED WORK (UNIT COST)	2027 SCHEDULED WORK (UNIT COST)
<6"	EA	96.00	100.00	104.00
6"-12"	EA	123.00	127.00	131.00
12"-18"	EA	204.00	210.00	216.00
18"-24"	EA	344.00	355.00	365.00
24"-30"	EA	450.00	463.00	476.00
30"-36"	EA	654.00	672.00	690.00
>36"	EA	814.00	838.00	862.00

EMERGENCY VEHICLE, EQUIPMENT AND LABORER LIST

Item	Quantity Available	2025 Hourly Rate	2026 Hourly Rate	2027 Hourly Rate
Bucket Truck 50-60'	1	205.00	211.00	217.00
CMC Track Lift 70-80'	1	205.00	211.00	217.00
Chipper	3	45.00	50.00	55.00
Avant/Dingo	3	52.00	55.00	58.00
Prentice Loader	1	118.00	121.00	124.00
Chip trucks	3	45.00	50.00	55.00

NOTE: Vehicle and equipment pricing shall include operator with hourly rate

BID FORM, CONTINUED

Summit TREE Service
LEGAL NAME OF COMPANY

Wise Owl Tree Company
BUSINESS NAME / D.B.A., IF DIFFERENT FROM ABOVE

Cooperation, 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

1379 Comstock St.
STREET ADDRESS

Marne	MI	49435
CITY	STATE	ZIP CODE

Isaac Dunigan
BID CONTACT NAME (PLEASE PRINT)

616-453-1091	616-302-0992
BUSINESS PHONE	CELL PHONE
isaacd@wiseowltreeco.com	
EMAIL ADDRESS	FAX NUMBER

SIGNATURE FOR BIDDER — 11/11/24 DATE

Isaac Dunigan Operations Manager
PRINTED NAME AND TITLE OF PERSON SIGNING

2ND SIGNATURE FOR BIDDER — 11-18-24 DATE

Timothy E Cornkema
PRINTED NAME AND TITLE OF 2ND PERSON SIGNING

Received NOV 18 Wyoming City Clerk

SUBCONTRACTOR PROVISION

_____ Dated _____ 20 _____

Contractor may subcontract the item or items of work stipulated below, provided the name and signature of the subcontractor is listed in the space indicated, and providing the contractor and principal subcontractors perform 80% of the work. If Contractor intends to do the work only with it's own forces, it must name and perform the work itself.

NAME OF CONTRACTOR OR SUBCONTRACTOR DOING WORK	DESIGNATED ITEM

The undersigned certifies that the Bidder, whose name appears on this proposal, has permission to use our name as Subcontractor for performing the items listed above.

Signed _____ Signed _____

By _____ By _____

Address _____ Address _____

_____ _____

Signed _____ Signed _____

By _____ By _____

Address _____ Address _____

_____ _____

CONTRACT FORM

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

City Standard Contract for Tree Trimming and Removal (2025 – 2027)

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

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

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

"Contractor" means:

LEGAL NAME OF COMPANY
Wise Owl Tree Company - Summit Tree Service

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

Corporation, Michigan

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

1379 Comstock St.

ADDRESS

Marne	MI	49435
CITY	STATE	ZIP CODE

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

Terms and Conditions

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

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

   None
4. This is the only agreement between the parties regarding its subject matter. There are no other agreements, representations or warranties. **No terms and conditions apply other than those expressly and fully stated in the Contract Documents.** This contract can be amended only in writing signed by both City and Contractor.

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

City of Wyoming

By: _____
John Shay, City Manager

Date signed: _____, 202__

Approved as to form:

_____
Scott G. Smith, City Attorney

Contractor:

Wise Owl Tree Company
[Type or print Contractor's name]

By: _____
Signature for bidder

Isaac Dunigan
Printed name of person signing for bidder

Operations Manager
Title of person signing for bidder

Date signed: 11/11, 2024

01/06/25
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO AUTHORIZE THE PURCHASE OF A TRIMBLE X9 KIT

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council authorize the purchase of a Trimble X9 kit, including a dimensional laser scanner, accessories, training, and support from the sole source provided Seiler Geospatial in the total estimated amount of $59,949.15.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council authorizes the purchase of a Trimble X9 kit from Seiler Geospatial.
2. City Council authorizes the City Manager to sign the quote.
3. 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 certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on: January 6, 2025.

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Quote
Letter

CITY OF WYOMING | POLICE DEPARTMENT

2300 DeHoop Ave. SW, Wyoming, MI 49509
616.530.7309 | wyomingmi.gov

STAFF REPORT

Date: December 20, 2024

Subject: Approval to Purchase a Trimble X9 Kit

From: Captain Timothy Pols

CC: Chief Kim Koster

Meeting Date: January 6, 2025

RECOMMENDATION:

It is recommended the City Council approve the purchase of the Trimble X9 Kit which includes a three-dimensional laser scanner, required accessories, training, and support, from the sole source provider, Seiler Geospatial at a cost of $59,949.15. This acquisition would enhance the Police Department's capabilities in documenting and analyzing crime scenes and crash sites.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 2 – Safety
  - GOAL 1 – Implement and adopt more proactive public safety initiatives.

- PILLAR 3 – Stewardship
  - GOAL 2 – Enhance the efficiency and effectiveness of City operations and services.

DISCUSSION:

The Forensic Science Unit (FSU) and Accident Reconstructionist Teams at the Police Department are tasked with completing highly technical scene mapping and documentation duties. Their work product is often critical evidence in criminal and civil proceedings in some of the most important cases we investigate. Having the best tools to perform this important function limits liability, ensures community trust, and promotes safety and justice by holding offenders accountable.

Staff has researched available options for technology to assist in crime scene documentations and have identified the Trimble X9 Scanner Kit as being optimal for these applications. It will allow staff to quickly capture high-resolution 3D scans of complex scenes, reducing on-site time and ensuring accurate, reliable evidence collection. The Trimble X9 Scanner is recommended based on:

- **Improved Accuracy:** The Trimble X9 produces high-resolution 3D models, ensuring accurate documentation of scenes for investigative and courtroom purposes.
- **Increased Efficiency:** Scanning technology significantly reduces the time required to document large or complex scenes, allowing officers to reopen public spaces sooner.
- **Enhanced Officer Safety:** Reduced time at hazardous scenes minimizes exposure to potential dangers, such as traffic hazards at crash sites.
- **Future-Proof Technology:** The Trimble X9 system is designed for long-term use and will integrate with future advances in forensic and crash reconstruction technologies.

The Trimble X9 laser scanner is recommended for purchase from Seiler Geospatial as a sole-source provider. This recommendation is based on the scanner's ability to seamlessly integrate with the department's existing unmanned aerial systems (drones), which are already utilized for documenting crime and crash scenes. The scanner's software supports data formats and workflows compatible with drone-captured imagery and LiDAR data, allowing ground-based scans and aerial data to be combined into a single, detailed three-dimensional reconstruction. This integration will enhance the department's ability to document and analyze scenes with unmatched precision and completeness. Seiler Geospatial, as the authorized regional dealer for the Trimble X9, is uniquely positioned to provide the necessary training and ongoing support for this equipment. A sole-source letter is included with this report, and no cooperative bid contracts are available. It is worth noting that Seiler Geospatial has a MI-DEAL contract which includes several similar Trimble products, but the Trimble X9 Kit scanner is not specifically listed on the contract. The representative indicated that the price provided for the Trimble X9 Kit includes the same discounts as other products that are listed in the MI-DEAL contract.

BUDGET IMPACT:

This purchase was approved as part of this year's budget year and funds have been allocated to that end. Funds are available within 205-301-31200-984.000 Forensic Science Capital Outlay Equipment.

Attachments:
Sales Quotation and Contract
Authorized Dealer Letter

SEILER
GEOSPATIAL

Sales Quotation

Quote Number: 00104801

Contact Name:	Julia Carmody	**Date Issued:**	10/15/24
E-mail:	julia.carmody@wyomingmi.gov	**Expiration Date:**	01/31/25
Phone:	(616) 530-7354		

Ship To:	Wyoming Police Department (MI) 2300 De Hoop Avenue SW Wyoming, MI 49509 United States	**Bill To:**	Wyoming Police Department (MI) 2300 De Hoop Avenue SW Wyoming, MI 49509 United States

Quantity	Part Number	Description	List Price	Sale Price	Subtotal
1.00	X9-100-00-T10X 	Trimble X9 Kit with T10x Tablet (Worldwide) 114050-30, Includes 124249, Trimble T10x Tablet, WIFI, 32GB/1TB, 114111, T10x battery, 114113, Trimble T10 Battery Charger Kit / single battery, 114125, Trimble T10 Shoulder Strap, 90573-QR, Tripod quick release adapter, 90573-TR, Tripod , PER-CORE, Trimble Perspective Software- Perpetual Core License, X7-BP-01, Trimble soft backpack, X9-100-00, Trimble X9 Instrument, Includes 78800054, Hard Transport Case X9, 99511-30, Instrument batteries x 3, SDCR0002, SD Card reader, SDC0001, SD Card 32GB SDHC Class10 UHS-I U3, 53099032, CABLE 2,5M HIROSE 6P-PC USB2.0	$58,505.00	$46,804.00	$46,804.00
1.00	101070-00-01 	Trimble Geospatial Accessory - Dual Battery Charger with Power Supply and Power Cord (North America)	$700.00	$630.00	$630.00
1.00	FOR-PERSP-TO-CAP	Upgrade Perspective to TF Capture w/Perspective data collector software	$550.00	$495.00	$495.00
1.00	EWFOR-SW-BNDL-STOCK	TPP - Bundle - Forensics Capture and Trimble Perspective SW (12m exp)	$900.00	$810.00	$810.00
1.00	FOR-01-0118	Trimble Forensics Quick Response Solution Bundle includes: 109695-00 Trimble Catalyst DA2 GNSS Receiver TDC6-1-1100-00 Trimble TSC6 FOR-CAP-CAT Trimble Forensics Capture with Correction service	$2,999.00	$2,999.00	$2,999.00

SEILER
GEOSPATIAL

Sales Quotation

Quote Number: 00104801

		subscription (1-year) 129461 Nitecore NPB1 Power Bank (5000 mAh) 109219 Rover Rod, 2M, Black, Trimble Catalyst DA1 -Flat top for threadless mounting 125522-GEO Trimble Accessory - Range Pole Bracket 125521-GEO TDC6/MM6 Device Bracket with Magnetic Plate 121921-GEO TDC6 AC Adapter Pack and USB C Cable (Power/Data) 114095 Trimble Catalyst Mounting Accessory Kit 121986-01-GEO TSC5 Ranger pouch			
1.00	FOR-CAP-CAT	Trimble Forensics Capture Catalyst Bundle (12 month expiry) Trimble Forensics Capture W/ Correction service subscription (1-year)	$399.00	$399.00	$399.00
1.00	5217-04-FLY	BIPOD,TRB,1/2-13SS,ANTI-CRUSH	$229.41	$206.46	$206.46
					
1.00	8151-02-FLY	BAG,RTK POLE,SNAP-LOC SERIES	$101.77	$91.59	$91.59
1.00	129461	DA2 single battery	$65.00	$65.00	$65.00
2.00	FOR-03-0313-NR	Trimble Forensics Suite (Subscription) (Reveal + TRW Forensics) Trimble Forensics Suite (ONE YEAR SUBSCRIPTION) 1 Software Suite Subscription for2 years	$475.00	$475.00	$950.00
5.00	TRAINING-FORENSICS	SEILER TRAINING- FORENSICS (PER DAY) TRAVEL EXPENSES NOT INCLUDED.	$1,800.00	$1,800.00	$9,000.00
1.00	MAPPER-OTC1-DESKTOP	Pix4Dmapper Desktop, Single device, Perpetual license	$5,990.00	$5,990.00	$5,990.00
1.00	MAPPER-OTC1-SUP-UPG-DESKTOP	Pix4Dmapper Desktop (1 device) , Support & Upgrade - 1-year extension (before expiry)	$499.00	$499.00	$499.00
1.00	SEI-TRADEIN	Seiler Trade-In -Trade-in unit must be functional -Trade-in unit must be returned to Seiler Instrument within 30 days of your order -CREDIT ISSUED WHEN UNITS ARE RETURNED Trade in Faro Focus Scanner Serial Number: LLS082017578, tripod, case, & batteries.	Undefined	($10,000.00)	($10,000.00)
1.00	6705-30	TARGETS,DRONE,1-10,WITH BAG	$750.00	$750.00	$750.00

SEILER
GEOSPATIAL

Sales Quotation

Quote Number: 00104801

1.00	FOR-05-0507	Trimble Forensics - T10x pole bracket	$289.00	$260.10	$260.10

Discount Total: $11,978.03

Total Price: $59,949.15

This is not an invoice: Applicable sales tax and/or shipping charges will apply. This product and/or associated accessories may be subject to export controls under United States law and must not be exported or re-exported without prior authorization from either the United States Department of State or Commerce, as applicable.

Scheduled delivery times could be delayed due to vendor supply. Please communicate with your Seiler sales representative to ensure your timeline needs can be met before signing this quotation.

Please Contact Us:

Name: Thomas Erdmann

Address: 3433 Tree Court Industrial Blvd.
St. Louis
Missouri, 63122
United States

Phone: 2623219382

Mobile: 262-321-9382

E-mail: terdmann@seilerinst.com

Terms: ☐ Net 30 ☐ Credit Card ☐ Financing

Net 30 upon approved credit application. Please inquire to sales rep on financing options available.

All credit card transactions will be charged a 3% surcharge.

This Sales Quotation is subject to and governed by the Terms and Conditions of Sale referred to at https://www.seilergeo.com/general-terms-and-conditions/ which are hereby incorporated into this Quotation by reference. Any terms and conditions contained in any purchase order, order confirmation, or other document or communication you send or provide to Seiler which are in addition to or different from those set forth in said Terms and Conditions of Sale found at the above-link which are not separately agreed to by Seiler in writing are hereby considered material, objected to, and shall be null, void, and of no force or effect.

This Sales Quotation is subject to the Seiler Maximum Liability and Indemnification Agreement, version 041421. By signing this Sales Quotation, you are also agreeing to be bound by the terms and conditions of that Agreement.

Your signature below acknowledges acceptance of terms and conditions of this quote. Please sign and return via email or fax.

Signature: _____ **Date:** _____

Name: _____ **Title:** _____

Approved as to form:

_____

Scott G. Smith, City Attorney

Seiler Maximum Liability and Indemnification

Seiler's maximum liability to you ("Customer") for any and all claims, losses, liabilities, expenses, costs or damages, directly or indirectly caused by, arising out of or under, related to, or in connection in any way with any products or services provided by Seiler to Customer, or the sale or delivery thereof, however caused, based, in whole or in part, on any theory of liability (including contract, strict liability, negligence (including gross negligence) or other tort, inclusive of third-party claims), shall not exceed the price paid by Customer to Seiler for such products and/or services.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SEILER BE LIABLE FOR: ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL LOSS, DAMAGE, COST OR EXPENSE OF ANY KIND WHATSOEVER, HOWEVER CAUSED (INCLUDING SEILER'S OWN NEGLIGENCE); OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES; OR ANY LOSS OF: SERVICE, DATA, CAPITAL, REVENUES, PROFIT, CONTRACTS, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS; WASTED EXPENSES, OR WASTED MANAGEMENT TIME, EVEN IF SEILER HAS BEEN NOTIFIED OF THEIR POSSIBILITY OR THEY ARE FORESEEABLE, AND WHETHER THIS LIABILITY ARISES FROM A CLAIM BASED ON CONTRACT, WARRANTY, REPRESENTATION, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY, INDEMNITY, CONTRIBUTION OR OTHERWISE, AND CUSTOMER HEREBY SPECIFICALLY DISCLAIMS ALL RIGHTS TO, AND WAIVES THE RECOVERY OF, THESE ITEMS.

SEILER MAKES NO WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OF IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR USE OR PURPOSE.

CUSTOMER ACKNOWLEDGES THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE PRICES CHARGED BY SEILER FOR ITS PRODUCTS AND SERVICES AND THAT, WERE SEILER TO ASSUME ANY LIABILITY IN EXCESS OF THAT SET FORTH HEREIN, SUCH PRICES WOULD, OF NECESSITY, BE SUBSTANTIALLY HIGHER. THUS, CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT SUCH LIMITATIONS AND EXCLUSIONS ARE NEITHER UNREASONABLE NOR UNCONSCIONABLE.

Customer shall defend and indemnify Seiler and its affiliates, successors, and assigns (the "Seiler Parties") against, and save and hold the Seiler Parties forever harmless from, any and all actions, causes of action, claims, counterclaims, controversies, costs, damages, demands, expenses, judgments, liabilities, liens, penalties, sums of money, and suits whatsoever, including reasonable attorneys' and expert witness fees and expenses of litigation, directly or indirectly imposed upon, incurred or sustained by, or asserted against the Seiler Parties, or any of them, as a direct or indirect result of or directly or indirectly arising out of, related to, or by virtue of: (a) any claims of product liability regarding any product, and (b) Customer's (or its customers') use or utilization of any product provided by Seiler to Customer, or the sale or delivery thereof. Customer covenants and agrees to comply with all applicable federal, state, local, and municipal

laws in connection with its use, utilization, or resale of all products provided by Seiler to Customer, or the sale or delivery thereof.

These agreements shall be governed by and interpreted in accordance with the laws of the state of Missouri, without giving effect to any choice of law or conflicts of law rules or principles that could cause application of the law of a jurisdiction other than the State of Missouri.

General Terms and Conditions

Seiler Instrument and Manufacturing Company, Inc. ("Seiler") has always had a "complete satisfaction" purchase policy and we will try to work with you to resolve any merchandise issues that you may have.

Seiler's acceptance of an order from you is expressly made conditional and contingent upon your agreement to these General Terms and Conditions of Sale, and Seiler agrees to furnish the products to you only upon these terms and conditions. Notwithstanding delivery of goods, no term or condition in communications from you shall be binding on Seiler unless specifically accepted in writing by Seiler. Any terms and conditions which are in addition to or different from those contained herein are hereby considered material, objected to, and shall be of no force or effect.

By completing a sales transaction with Seiler, the customer authorizes and directs Seiler to disclose the customer's personal information to the manufacturer when necessary for Seiler or the manufacturer to perform a business purpose – Please also see Seiler's Privacy Statement at https://www.seilersolutions.com/privacy/.

Any amounts not paid when due shall bear interest at a rate equal to the lesser of: (a) 18% per annum, or (b) the highest rate allowed by law. If, in Seiler's judgment, your financial situation becomes unsatisfactory, Seiler may require full or partial payment in advance of manufacturing and/or delivery, or cash payments or delivery by you of satisfactory security before the goods are shipped. In addition, Seiler reserves the right, among other remedies, to suspend further deliveries. In the event it becomes necessary for Seiler to employ legal counsel or to bring an action at law, in equity, or other proceeding to enforce any provision of this order and/or these General Terms and Conditions of Sale, Seiler shall be entitled to recover its costs and attorney's fees from you if Seiler is the prevailing party on any or all of its claims in such action or proceeding.

Except for your obligations as to payment for the goods, neither party shall be in default by reason of any failure in performance under this order in accordance with its terms and conditions if such failure arises out of causes beyond the control and without the negligence of the party involved. Such causes include, but are not restricted in any way to, acts of God, acts of government, war, riot, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.

This order shall in all respects be subject to, governed by, and interpreted in accordance with the laws of the State of Michigan, without giving effect to any choice of law or conflicts of law rules or principles that could cause application of the law of a jurisdiction other than the State of Michigan. You expressly agree to submit and consent to the jurisdiction of any federal, state or local court located in Kent County, Michigan, with respect to any controversy arising out of or relating to this order or any amendment, supplement or transactions in connection with this order.

This order may not be amended or modified except by a written agreement signed by Seiler and you.

Rental Terms: See attached or contact us at 888-263-8918 or email us.

Blogs: When you subscribe to our Mapping/GIS and or Survey Blogs you will automatically be subscribed to our News|Press.

Seiler Shipping and Return Policy:

Shipping

Most orders received M-F before 2 p.m. CST will ship the same day if the item is in stock. If an item is on back-order, you will receive notification via email or the delay and expected time of shipment. Title and risk of loss in all goods sold to you shall pass to you upon Seiler's delivery to the carrier at your delivery point. Seiler assumes no liability for loss, damage, or consequential damages due to delays in shipment.

Tracking
Seiler will send an email at time of package shipping which will include a UPS tracking number. You can track your shipment progress online at **https://www.ups.com/track**.

Sales Tax

All prices quoted to you are exclusive of any taxes, the sole responsibility for the payment of which shall be yours. Seiler is required to collect tax in the following states: Arkansas, California, Missouri, Florida, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maryland, Michigan, Nebraska, South Carolina and Wisconsin.

Shipping charges
There is a minimum $5.00 charge on all shipments. The freight charges will be calculated using the current UPS rates, rounded up to the next $5.00 increment to cover any handling and packaging charges.

Seiler Return Policy:

Non-returnable items: Any consumable supply items including, but not limited to; spray paints, lathes, tape, some types of software, etc. Also, software is not returnable after 30 days from the date the customer receives access to the software.

Return Procedure

If you choose to return merchandise you must request a Return Merchandise Authorization (RMA) via email to **returns@seilerinst.com** before making a return.

1. Requests for return authorization must be made within seven (7) calendar days of receipt of the product and must be returned "pre-paid freight" within 7 days of return authorization. **Customers wishing to return items please call 800-489-2282, ext. 120 and ask for a return authorization number or you may email us at returns@seilerinst.com**

    1. Requests for return authorization must be made within seven (7) calendar days of your receipt of the product, and the goods must be returned "pre-paid freight" within seven (7) calendar days of issuance of a RMA; otherwise, you will be deemed to have accepted all of the goods without qualification.

Note: If you request a RMA via e-mail, please reference your order number and company name in the subject line. Once you receive instructions from Seiler that include your RMA, please ship or return the goods (freight prepaid) to the office from where they were purchased, unless otherwise notified by Seiler. Please retain a copy of the RMA number and shipping receipts for your records until the return has been completely processed because this information and these documents are your proof that your return request was approved. Merchandise which is: returned without authorization, or in used condition, or not in its original packaging, will be refused and returned to you, and the carrier will charge you (and you agree to pay) freight in both directions. All returns will be subject to Seiler's inspection prior to credit. Returns must be in new condition for credit. Returns for items that show any wear-and-tear require Seiler management approval.

2. Returned items that are received prepaid within twelve (12) working days of our shipping date and in new condition are subject to the following **Restocking Fees**:

Mis-shipments – 0%
Special order items – 25%
All other items – 10%

Please Note: The Restocking Fees will be waived if an upgraded product is ordered.

3. Returns must be shipped in their original condition in which they were received with sale tags, invoices/packing slips and packaging intact. Returns must be packaged securely for shipment and must be returned pre-paid shipment.

Damaged Merchandise/Insurance

Please note that "damaged merchandise" is not "defective merchandise." "Defective merchandise" represents a basic flaw in the design or construction of the item and these claims are handled directly with the manufacturer under the manufacturer's warranty.

Notification: If you receive a package that is damaged, you should (1) refuse to accept the package; (2) immediately contact the carrier so as not to void any claim, and (3) contact Seiler in writing within three (3) business days of attempted delivery so Seiler can assist with a claim against the carrier. Returning your item to Seiler could void your insurance by the carrier and Seiler will not be able to take back your merchandise and issue store credit or replacement. Seiler cannot assist with packages that you have accepted and then later claim as being damaged. If you receive an item that is defective, please contact Seiler in writing within three (3) business days of delivery with notice of the problem. Seiler will gladly correct the problem directly and/or work with the manufacturer to resolve your issue.

Insurance: Items damaged during shipping should be covered by insurance (automatic up to $100 with UPS). Seiler encourages all customers to obtain insurance protection if they have concerns. Simply note your request for insurance on your order and Seiler will charge or bill you accordingly.

You acknowledge and agree that the goods shall be used only for the use or uses intended by the manufacturer, that it is your sole responsibility to install the goods safely and correctly, and in conformity with any and all federal, state and local laws, regulations, rules and ordinances. You, your parent, affiliates or subsidiaries (if any) jointly and severally agree to defend, indemnify and hold harmless Seiler, and its parent, affiliates, subsidiaries and suppliers, and their respective members, managers, officers, directors, employees, shareholders, partners, agents, representatives, successors and assigns, and each of them (collectively the "Indemnified Parties") from and against any and all actions, claims, costs, damages, debts, expenses, fines, interest, judgments, liabilities, penalties and suits of whatever nature or description (including, but not limited to, attorney's fees, court costs, expert witness fees and other costs of litigation) imposed upon, incurred by, or asserted against one or more of the Indemnified Parties which directly or indirectly arise out of or are related to your breach or violation of any federal, state or local law, statute, rule, regulation or ordinance regarding your installation and/or use of the goods.

You warrant and represent that you have full power and authority to deliver this order and to bind yourself to pay for said products and to perform any and all of your obligations arising out of this order.

Please note that damaged merchandise is not defective merchandise. Defective merchandise represents a basic flaw in the design or construction of the item and these claims are handled directly with the manufacturer under the manufacturer's warranty.

DJI products may be used for civil purposes only and never directly or indirectly use DJI products for the purposes of, with, or related to, combat, rocket, or missile systems, long-range (equal to or more than 300 KM) unmanned aerial vehicles, nuclear, biological, and chemical weapons, or terrorism activities.

Maximum Liability. This agreement shall be governed by and interpreted in accordance with the laws of the state of Michigan. Seiler's maximum liability to Customer for any and all claims, losses, expenses, costs or damages, caused by, or arising directly or indirectly under or in connection in any way with its Services or the sale or delivery thereof, however caused, and on any theory of liability (including contract, strict liability, negligence or other tort, inclusive of third-party claims), shall not exceed the price paid by Customer for such Services. TO THE EXTENT PERMITTED BY APPLICABLE MICHIGAN LAW, IN NO EVENT WILL SEILER BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGE, COST OR EXPENSE OF ANY KIND

WHATSOEVER, HOWEVER CAUSED INCLUDING SEILER'S OWN NEGLIGENCE, OR ANY LOSS OF SERVICE, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, LOSS OF DATA, LOSS OF CAPITAL, LOSS OF REVENUES, LOSS OF PROFIT, LOSS OF CONTRACTS, LOSS OF BUSINESS, LOSS OF GOODWILL OR ANTICIPATED SAVINGS, WASTED EXPENSES, OR WASTED MANAGEMENT TIME, EVEN IF SEILER HAS BEEN NOTIFIED OF THEIR POSSIBILITY OR THEY ARE FORESEEABLE, AND WHETHER THIS LIABILITY ARISES FROM A CLAIM BASED ON CONTRACT, WARRANTY, REPRESENTATION, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY, INDEMNITY, CONTRIBUTION OR OTHERWISE, AND CUSTOMER HEREBY SPECIFICALLY DISCLAIMS ALL RIGHTS TO, AND WAIVES THE RECOVERY OF, THESE ITEMS. SEILER MAKES NO WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OF IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE PRICES CHARGED BY SEILER FOR ITS SERVICES AND THAT, WERE SEILER TO ASSUME ANY LIABILITY IN EXCESS OF THAT SET FORTH HEREIN, SUCH PRICES WOULD, OF NECESSITY, BE SUBSTANTIALLY HIGHER. THUS, THE PARTIES AGREE THAT SUCH LIMITATIONS AND EXCLUSIONS ARE NEITHER UNREASONABLE NOR UNCONSCIONABLE.

Trimble Navigation Limited
10368 Westmoor Drive
Westminster, CO 80021
United States

January 2nd, 2024

To Whom It May Concern:

This letter is to confirm that Seiler Instrument is the authorized dealer for Trimble's Survey, Mapping and GIS portfolio of products in Illinois, Indiana, Wisconsin, Kansas, Missouri, Michigan, Nebraska, Kentucky and Iowa. With multiple locations across the Midwest and a full staff of technical support personnel in addition to their knowledgeable sales team, we at Trimble feel that Seiler Instrument is the optimum choice for the Midwest Survey, Mapping, GIS and Utilities market.

Seiler Instrument is Trimble's only full service Trimble dealer in these aforementioned states. No other Trimble dealers are authorized by Trimble to resell our Survey, Mapping, GIS and Utilities Solutions into the Illinois, Indiana, Wisconsin, Kansas, Missouri, Michigan, Nebraska, Kentucky and Iowa region. To verify if a company is authorized to resell in any state, please contact me at any time.

Trimble products are strongly recommended to be purchased directly from an authorized Trimble Dealer/Service Provider for the best support of the customer. Additionally, Seiler Instrument is Trimble's Certified service center for the Midwest and therefore performs all warranty repairs on Trimble's, Survey and MGIS products. Seiler Instrument also employs Trimble Certified Trainers to provide first-rate GPS training to our customers.

Please feel free to contact me if further information should be required.

Regards,



Thank you,
Bob Lenz
Geospatial Sales Director – Americas
Trimble Navigation Limited
331.442.0431

01/06/25
Finance/LAJ

RESOLUTION NO._____

RESOLUTION TO ACCEPT PROPOSALS FOR
STREET LIGHTING AND TRAFFIC SIGNAL
INSTALLATION, MAINTENANCE, AND REPAIR SERVICES

WHEREAS:

1. As detailed in the attached staff report, it is recommended City Council accept proposals for street lighting and traffic signal installation, maintenance, and repair services for calendar years 2025-2027 from Severance Electric Company, Inc. and Strain Electric Company, LLC in the amounts as listed on the attached cost comparison sheet.
2. It is estimated the City will spend approximately $60,000 per year for the street lighting and traffic signal installation, maintenance, and repair services.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts a proposal from Severance Electric Company, Inc.
2. City Council accepts a quote from Strain Electric Company, LLC.
3. City Council authorizes the City Manager to sign the contracts.
4. 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:

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Contracts/Proposals

CITY OF WYOMING | PUBLIC WORKS

2660 Burlingame Ave. SW, Wyoming, MI 49509
616.530.7260 | Fax 616.249.3478 | wyomingmi.gov

STAFF REPORT

Date: December 10, 2024

Subject: Street Lighting and Traffic Signal Installation, Maintenance and Repair Services (2025 – 2027)

From: Brian Sarber – Traffic / Engineering

CC: Myron Erickson, Director of Public Works

Meeting Date: January 6, 2025

RECOMMENDATION:

It is recommended City Council accept and authorize the Mayor and Clerk to execute an agreement with two contractors (Severance Electric and Strain Electric) for the Street Lighting and Traffic Signal Installation, Maintenance and Repair Services (2025 – 2027) proposal.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 3 – Stewardship
  - Goal 3 – Improve city infrastructure and service reliability

DISCUSSION:

The City of Wyoming utilizes the contractors for emergency repairs or replacement of poles and/or structures and equipment relating to our street lighting and traffic signal systems. Generally, it is the contractor's large equipment we utilize to assist City staff. In addition, contractors are utilized for large scale projects. The City requested proposals to perform Street Lighting and Traffic Signal Installation, Maintenance and Repair Services (2025 – 2027) from four contractors. On November 7, 2024, the City received four responses to its request for proposals. After tabulation and review of the proposals, Severance Electric and Strain Electric are the two lowest. Strain Electric has performed said services for the City for several years and is very familiar with the City's requirements and procedures. Additionally, Strain Electric is a local contractor located within the City of Wyoming and is capable of responding to emergencies quickly. It is my recommendation to also award to a second contractor in case of scheduling conflicts or availability for emergency/construction services.

Staff expects to spend approximately $60,000 per year.

BUDGET IMPACT:

Funds are budgeted for in the Major Streets Fund, Public Works, Traffic Services, Repairs and Maintenance Account No. 202-441-47400-930.000.

CITY OF WYOMING

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN $8,500)
(WITH RFP)

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: Severance Electric Co., Inc.
[Name of contracting entity]
A Michigan corporation
[State and type of entity, *e.g.*, corporation, limited liability company, etc.]
7076 East N Ave
[Contractor's street address]
Kalamazoo, MI 49048
[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: January 7, 2025. Normally this is the day after the Council meeting at which it is approved.

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

Proposal means Contractor's Bid/Proposal attached as Exhibit C.

RFP means the Request for Bids/Proposals attached as Exhibit B and includes all plans and drawings referred to in it.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods as detailed in the RFP as modified by the Proposal.
2. City will pay the Contractor in accordance with the RFP as modified by 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 provided before beginning any Work.
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by 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: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

_____
Scott G. Smith, City Attorney

Severance Electric Co., Inc.

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

Date signed: December 5, 2024

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Contractor attests it complies with and promises it will comply with these Terms and Conditions.

1. Legal Compliance. Contractor and all Contractor's personnel must 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, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. Permits and Inspections. Unless the RFP or Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. Grant Compliance. If the RFP identifies state or federal grant funds as a source of payment for the project, Contractor (i) represents it has reviewed the grant agreement and (ii) will comply with grant agreement terms and conditions that apply to this Contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (**HUD**), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2024 (it may be updated), that is General Decision No. MI20240088, dated 01/19/2024, https://sam.gov/wage-determination/MI20240088/1.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200.

3. If project costs are $200,000 or more, HUD Section 3 provisions may require training and employment of low- and very love-income persons. See 24 CFR 75.3(a)(iii) (https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf).

B. If the RFP indicates they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

4. Qualifications. Contractor represents and promises that:

A. Contractor and Contractor's personnel must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not 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 not 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 not 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 not 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 HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: https://usfcr.com. Contractor and all subcontractors 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 City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

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. 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, 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.*, speak English less than very well), Contractor must use language assistance services in communications.

C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

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 Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing

to pay a person, other than its personnel, any consideration contingent upon the award of the 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 City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify 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 subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.IRS.gov).

B. Payments to Contractor will be made in accordance with the RFP. If no other terms are provided, payment of an invoice to 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 §17. City will pay undisputed amounts 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 City, defend every action brought against City or City's officers or employees for any alleged infringement of 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 action.

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the RFP calls for the use, installation, or acquisition of materials, equipment, supplies or other items:

A. Unless otherwise stated in the RFP, all materials, equipment, supplies, and items shall be new, the best of their respective kind, and free from defects.

B. Specifications in RFP are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

C. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for such items, and ensure all related warranties are held by or assigned to City.

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules a or promptly replace rejected materials renders 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 Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the RFP or Proposal expressly states 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 laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the RFP states otherwise, Contractor will restore, without expense to 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, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

12. Access to Work. City personnel and representatives must always have access to all the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to inspect the Work.

A. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts. On construction projects state sales taxes are applicable on materials only.

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) 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 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 a City request, allow inspection, auditing and copying of all retained records.

14. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Contractor's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

15. Independent Contractor. Contractor and Contractor's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Contractor is solely responsible Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

A. In case of Contractor's default, 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 City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a 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 16.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 state courts in Kent County, Michigan.

E. In addition to any other remedies to which a 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. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction\Prequalification at https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. 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 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 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.

18. Insurance.

A. Unless otherwise provided in the RFP, 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 these 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. Coverage shall be primary and any other insurance 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	Coverage shall be primary and any other insurance shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: $500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
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). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than $0. Amount required $_____.	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 $_____.	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. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	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. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, 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) authorized agents of the foregoing.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

C. Reference by office to a City officer includes that City officer's designee(s).

City of Wyoming

Request for Proposals

for

Street Light and Traffic Signal Installation – Maintenance - Repair January 1, 2025 through December 31, 2027

Proposals Due: **4:00 p.m. Thursday, November 7, 2024**

Please submit your proposal to the City of Wyoming, Traffic Department in person or by mailing to:

City of Wyoming
Traffic Department
2660 Burlingame Avenue, SW
Wyoming, MI 49509

The City will review the proposals based upon the requested services and respond accordingly. If additional information is required, please contact Russ Henckel, Assistant Director of Public Works – Engineering at (616) 530-7263 Monday through Thursday, 7:00 a.m. to 5:00 p.m.

City of Wyoming's

2025-27 Street Light and Traffic Signal Installation – Maintenance - Repair

Request for Proposals Due: 4:00 p.m. Thursday, November 7, 2024

GENERAL

The City of Wyoming is requesting qualifications and proposals to perform the installation, maintenance and repair of street lighting and traffic signals by qualified electricians and a qualified firm. The proposal shall encompass performing electrical work as requested by the City of Wyoming for the 2025 through 2027 calendar years. Electrical assistance is required by the City of Wyoming Engineering and Traffic departments on a variety of construction projects to assist the City's journeyman electricians. The street lighting and traffic signal installation, maintenance and repair is intended to assist City staff during construction projects and with regular repairs and maintenance.

QUALIFICATIONS

Please submit pertinent qualifications of your firm including the resumes of the primary personnel to be assigned to work with the City of Wyoming. Qualifying firms shall employ at least one licensed electrical contractor and one licensed master electrician. Copies of said licenses and resumes of qualified licensees shall be included within the proposal.

PROPOSAL

Please submit your proposal to the Traffic Department by 4:00 p.m. on Thursday, November 7, 2024. Please mail or deliver your proposal to:

City of Wyoming
Traffic Department
2660 Burlingame Avenue, SW
Wyoming, MI 49509

Each proposal shall be in an envelope clearly marked:

2025-27 Street Light and Traffic Signal
Installation – Maintenance - Repair

The City will review the proposals based upon the requested services and respond accordingly.

STREET LIGHTING AND TRAFFIC SIGNAL SERVICES

The City of Wyoming often requires street light repairs and maintenance on the City street light system. Please indicate the associated unit costs on the attached Unit Price Sheet and enclose the form in your submittal.

The City of Wyoming would use the same costs breakdown for requests associated with the installation, maintenance or repair of City traffic signals. An itemized breakdown of material and material costs is required for all materials used within the project.

The following Unit Price Sheet is to be utilized for the summary sheet in your proposal.

STANDARD CITY PROFESSIONAL SERVICES CONTRACT

The successful firm will enter into the attached Standard City Professional Services Contract over $8,500. Please review the attached terms and conditions for various requirements as pertaining to the said contract.

The successful firm will be required to meet the requirements outlined in the contract.

2025-2027 Street Lighting and Traffic Signal Installation – Maintenance - Repair

City of Wyoming

UNIT PRICE SHEET

STREET LIGHTS & TRAFFIC SIGNALS

1. Standard Rates (Monday through Friday 7:00 a.m. to 5:00 p.m.)
   - One Journeyman and Pickup Truck _____ / hour
   - One Journeyman and Bucket Truck _____ / hour
   - One Journeyman and Pole Truck _____ / hour
   - Additional Labor Person (no vehicle) _____ / hour
   - One Journeyman, truck, trailer, mini excavator _____ / hour

MATERIAL

1. Markup of materials supplied (over cost) _____ percent

Date: _____ Contact Person: _____

Company Name: _____

Company Address: _____

_____

Phone No.: _____

SevElectric.com
SEVERANCE ELECTRIC CO., INC.

3. Unit Price Sheet

UNIT PRICE SHEET 2025-2027
Street Lighting and Traffic Signal
Installation - Maintenance - Repair
City of Wyoming

STREET LIGHTS & TRAFFIC SIGNALS

1. Standard Rates (Monday through Friday 7:00 a.m. to 5:00 p.m.)

• One Journeyman and Pickup Truck	$140/hour
• One Journeyman and Bucket Truck	$155/hour
• One Journeyman and Pole Truck	$165/hour
• Additional Labor Person (No Vehicle)	$115/hour
• One Journeyman, truck, trailer, mini excavator	$180/hour

MATERIAL

1. Markup of materials supplied (Over cost)	10%

Date: 11/07/2024

Contact Person: Scott Severance
Company Name: Severance Electric Co., Inc.
Company Address: 7076 East N Ave Kalamazoo, MI 49048
Phone/Email: 269-345-0134 scott@sevelectric.com

SevElectric.com
SEVERANCE ELECTRIC CO., INC.

Street Light and Traffic Signal
Installation - Maintenance - Repair
January 1, 2025 through December 31, 2027

Submitted to:
City of Wyoming Traffic Department
2660 Burlingame Avenue, SW
Wyoming, MI 49509

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

Submitted by:
Severance Electric Co., Inc.
3733 Eastern Ave
Grand Rapids, MI 49508
Mailing Address: 7076 East N Ave
Kalamazoo, MI 49048
Phone: 269-345-0134
Email: info@SevElectric.com

Bid Date:
Date: 11/7/2024

SevElectric.com
SEVERANCE ELECTRIC CO., INC.

1. Summary of Qualifications

SevElectric brings over 40 years of expertise as a trusted electrical contractor for the State of Michigan, offering a full range of services from high-voltage primary electrical work to street lighting, traffic signals to specialized low-voltage communications. Since 1980, SevElectric has focused on the outdoor electrical and traffic signal industry, always delivering reliable and effective solutions for installation, maintenance, and repair services.

As an MDOT-prequalified contractor (L and ITS #01403) and a registered electrical contractor (#6103472), Severance Electric exceeds all required state and industry standards. With multiple locations across the state of Michigan we are enabled to efficiently serve municipalities statewide, providing ongoing traffic signal and electrical maintenance and support for a wide-variety of public infrastructure projects and agencies. With a seasoned team of professionals that operates on a 24/7 call system; SevElectric is also well-versed in emergency traffic signal and electrical services. SevElectric is equipped to meet any need the City of Wyoming might have for street lighting and traffic signal installation, maintenance and repair.

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2. Scope of Services

- **Overview of Services:** Our 24-hour maintenance team is available to troubleshoot, diagnose and repair problems to ensure maximum run-time on both old and new infrastructure systems this includes the:
  - Installation, maintenance and repair of street lights.
  - Installation, maintenance and repair of traffic signals.

- **Equipment and Resources:** We own and operate all the necessary equipment to perform underground and aerial electrical services. This includes access to and is not limited to:
  - Bucket Trucks and Auger/Line Trucks
  - Excavators, Backhoes
  - HydroVacs
  - Trailers and Tuggers
  - LoDrill/Auger, Cassion Hammer and more.

SevElectric.com
SEVERANCE ELECTRIC CO., INC.

4. Project Approach

Depending on the scope of the work to be performed, SevElectric offers electronic work order submissions, on call requests, and scheduled work.

- **Scheduling and Response Time:** If there is a need for emergency or on call repair or troubleshooting, we have a system that allows the agency to submit a work order and track its status and completion. This is typically initiated through either an app or a phone call. Response times for submissions are usually requested as "*Immediate Response*", "*With-in a Day*", or "*Schedule at Earliest Convenience*". These requests are completed within these times.

- **Coordination with City Staff:** Certain requests are also done in the format of a bid or an estimate. This is often done via email and are based on approved pricing for requested work.

- **Quality Control and Reporting:** We normally invoice monthly for maintenance and emergency on call work. There are times where insurance claims are needed to be processed quicker and SevElectric can accommodate those as well. The electronic system that records every work order request can also be viewed as a spreadsheet at any time.

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5. Compliance with City Professional Services Contract

Severance Electric acknowledges and accepts the terms outlined in the City's Professional Services Contract. Severance meets all requirements, including:

- Insurance coverage and necessary bonds
- Nondiscrimination and ethical standards
- Legal compliance and intellectual property guarantee

*Please see the attached copy of our insurance certificates that meet the specified limits.

SevElectric.com
SEVERANCE ELECTRIC CO., INC.

6. Past Project Experience & References

MDOT Project Work Summary by Year (Last 5 Years: Traffic Signals and Electric/Lighting Contracts)

2024 Projects:
- **Niles M-51:** 11051-202003
- **Division St:** Division/Fulton 22069
- **Portage Rd:** 39000-215569
- **Subcontracts with L/ITS Work:** 11000-215336, 11113-215166, 47000-214118, 80111-200641, 39000-206259, 78014-132636, 39000-206256

2023 Projects:
- **Burton Ave:** 41000-214068
- **Brighton:** 47000-214076
- **Rural Warning:** 13021-201994
- **Subcontracts with L/ITS Work:** 39000-206294, 39000-215562, 78014-132636, 39000-206257, 80111-200641, 61000-205376, 33051-211942

2022 Projects:
- **Eastern Ave:** 41000-211896
- **Mosel:** 39000-206297
- **Kalamazoo Backplates:** 39000-211782
- **Kalamazoo Opticom:** 39000-211876
- **Subcontracts with L/ITS Work:** 33000-207039, 41042-210817, 41062-200585, 39000-206269, 39000-206273, 41000-205519, 70025-213268

2021 Projects (Subcontracts with L/ITS Work):
- 39022-105885, 39000-206264, 39000-206267, 11000-206274, 39000-130823

2020 Projects:
- **Stadium:** 39041-132617
- **Subcontracts with L/ITS Work:** 39000-130804, 39000-130824, 39000-131003, 39000-131001, 39022-127501, 47061-201004

2019 Projects:
- **Red Bud:** 11000-130766
- **Norton Shores:** 61000-202854
- **Subcontracts with L/ITS Work:** 11051-204201, 11000-127019, 39000-130809, 78012-116377, 81011-132609, 23045-126675, 39000-130999, 62031-204754, 41081-130935-2

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SEVERANCE ELECTRIC CO., INC.

Selected Relevant Project Experience & References (Last 5 Years)

CITY OF PORTAGE

Agency Name: City of Portage
Contact Name: Muhammad Arif, P.E., Traffic Engineer
Contact Email: arifm@portagemi.gov
Location: Portage, MI 49002

Project Description: Oversee all signal-related operations for 50+ intersections in the City of Portage, providing all maintenance, repairs, and emergency services.

Role & Relevance: SevElectric managed all annual maintenance and additional work, including emergency responses.

- **Dollar Value:** $350,000+
- **Duration:** July (Annual, with a 3-year extension option)
- **Status:** Active
- **Results Obtained:** Excellent

MDOT UNIVERSITY REGION

Agency Name: MDOT University Region
Contact Name: Stephanie Palmer, Program Manager, PE
Contact Email: palmerS3@michigan.gov
Location: Jackson, MI 49201

Project Description: Traffic signal maintenance across the University Region, including routine and non-routine work. Includes repairs to the freeway lighting system.

Role & Relevance: This contract covers the regular and emergency traffic signal maintenance similar to what is required in the City of Wyoming's RFP.

- **Dollar Value:** $450,000+
- **Duration:** 05/20 – Current
- **Status:** Active
- **Results Obtained:** Excellent, with renewed contract extensions

MDOT SOUTHWEST REGION

Agency Name: MDOT Southwest Region Signal Department
Contact Name: Tim Dwyer, Master Electrician
Contact Email: DwyerT@michigan.gov
Location: Kalamazoo, MI 49002

Project Description: Routine, non-routine, and emergency maintenance for traffic signals across the Southwest Region. Includes repairs to the freeway lighting system.
Role & Relevance: SevElectric handled both standard and overtime maintenance, ensuring continuous operation and quick response times, relevant to the tasks in the City of Wyoming's RFP.

- **Dollar Value:** $450,000+
- **Duration:** 2022 – Current
- **Status:** Active
- **Results Obtained:** Excellent, with contract renewal

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*In addition to these references, please note that we also provide installation and maintenance services to the City of Grand Rapids Traffic Signals Department (Matt Van Dyke) and Street Lighting (Ryan Timmer). We have provided those services for multiple years, as needed.

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7. Key Personnel

Lead Employee(s):
Steve Severance, Scott Severance, Ben Carr, Eric Gaines & Additional Personnel

Scott Severance, *Project Manager/Traffic Signal, Fiber Optic Specialist*

- Oversees daily project management and scheduling
- Industry experience (MDOT) with traffic signal communication, installation and maintenance for over 15+ years
    - Knowledge and skills for all aspects of traffic signals and network communication and or devices, i.e. up to date on current TS Controllers and network systems. Proficient in design, installation and maintenance of technical communication systems
- ETA Certified Fiber Optic Specialist
- B. A. in Communications, *Michigan State University*
    - Specialized in *Telecommunications Systems & Information Technology*

Steve Severance, *Master Electrician*

- Over 45+ years of Electrical and Traffic Signal Maintenance
- Knowledge of all current controllers and traffic signal cabinets, timing, progression and detection systems

Ben Carr, Master Electrician

- Over 25+ years of Electrical and Traffic Signal Maintenance
- Knowledge of all current controllers and traffic signal cabinets

Employee & Job Title: Eric Gaines, Journeyman Electrician

- Over 10+ years of outdoor electric, streetlighting and traffic signal maintenance
- Knowledge of all current streetlighting controls, services, troubleshooting and installations

Further references and additional resume information available upon request.

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SEVERANCE ELECTRIC CO., INC.

Conclusion

We would like to thank The City of Wyoming for considering our proposal. Severance Electric is commitment to quality service, and strong customer satisfaction in keeping the City's infrastructure up to date and operating smoothly. We look forward to working with you.

SEVEELE-09 TVISSER1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tim Visser
Keyser Insurance Group 444 W. Michigan Avenue Kalamazoo, MI 49007	PHONE (A/C, No, Ext): (269) 381-3570 FAX (A/C, No): E-MAIL ADDRESS: tvisser@keyseragency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Home-Owners Insurance Company	26638
INSURER B : Auto-Owners Insurance Company	18988
INSURER C : Accident Fund National Insurance Company	12305
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Severance Electric Co, Inc.
4140 Rollridge Rd
Kalamazoo, MI 49004

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR	X		16376628	2/1/2024	2/1/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER: General Aggregate							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			9537662600	2/1/2024	2/1/2025	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 10,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			9537662602	2/1/2024	2/1/2025	AGGREGATE	$ 10,000,000
	[ ] DED [X] RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A		100005594	2/1/2024	2/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured with regard to general liability and pollution liability solely as their interest may appear by written contract.

CERTIFICATE HOLDER

City of Grand Rapids
509 Wealthy St SW
Grand Rapids, MI 49503

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CITY OF WYOMING

CITY STANDARD CONTRACT
CITY OF WYOMING, MICHIGAN
(MORE THAN $8,500)
(WITH RFP)

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: Strain Electric Company, LLC
[Name of contracting entity]
A Michigan limited liability company
[State and type of entity, e.g., corporation, limited liability company, etc.]
1701 Steel Ave SW
[Contractor's street address]
Grand Rapids, MI 49507
[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: January 7, 2025. Normally this is the day after the Council meeting at which it is approved.

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

Proposal means Contractor's Bid/Proposal attached as Exhibit C.

RFP means the Request for Bids/Proposals attached as Exhibit B and includes all plans and drawings referred to in it.

Standard Terms means "City Contract Standard Terms and Conditions" attached as Exhibit A.

Work means the services described and specified the RFP as modified by the Proposal.

TERMS AND CONDITIONS

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

1. Contractor will perform the Work and supply the Goods as detailed in the RFP as modified by the Proposal.
2. City will pay the Contractor in accordance with the RFP as modified by 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 provided before beginning any Work.
5. This is the only agreement between the parties regarding City engagement of Contractor to perform the Work and supply the goods. There are no other agreements, representations, or warranties except as stated in the RFP as modified by 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: _____
John Shay, City Manager

Date signed: _____, 20__

Approved as to form:

_____
Scott G. Smith, City Attorney

Strain Electric Company, LLC

By: James Schultz GENERAL MANAGER
[Signature officer, director, or principal of Contractor]
JAMES SCHULTZ
[Typed/Printed Name & Title of Person Signing for Contractor]

Date signed: 12/10/2024

EXHIBIT A
CITY CONTRACT STANDARD TERMS AND CONDITIONS

These Terms and Conditions apply to this contract. Contractor attests it complies with and promises it will comply with these Terms and Conditions.

1. Legal Compliance. Contractor and all Contractor's personnel must 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, complying with federal OSHA and Michigan MIOSHA safe practices, and with applicable federal and state labor laws, rules, and regulations.

2. Permits and Inspections. Unless the RFP or Proposal states otherwise, Contractor shall, without expense to City, obtain all licenses and permits required to lawfully perform the Work under the contract and furnish copies of those licenses and permits to City before commencing Work. Contractor shall also ensure all inspections required by local, state, and federal agencies and codes are performed.

3. Grant Compliance. If the RFP identifies state or federal grant funds as a source of payment for the project, Contractor (i) represents it has reviewed the grant agreement and (ii) will comply with grant agreement terms and conditions that apply to this Contract.

A. If funds for the Work come from the United States Department of Housing and Urban Development (**HUD**), the following apply:

1. Under HUD Fair Labor Standards Act Provisions, the most recent wage determination for Kent County, Michigan will apply to all wages Contractor pays for any Work on the project. For 2024 (it may be updated), that is General Decision No. MI20240088, dated 01/19/2024, https://sam.gov/wage-determination/MI20240088/1.

2. Contractor will be required to prepare and maintain adequate financial records in a form satisfactory to City that reflect all costs and expenses incurred in performing this Contract and records of the use of all amounts paid pursuant to this Contract. Contractor's financial records and reports must conform to the regulations found at 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance," https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200.

3. If project costs are $200,000 or more, HUD Section 3 provisions may require training and employment of low- and very love-income persons. See 24 CFR 75.3(a)(iii) (https://www.hud.gov/sites/dfiles/FPM/documents/Section-3-FAQs.pdf).

B. If the RFP indicates they are applicable, Contractor shall comply with Davis-Bacon Act, other prevailing wage, Buy American, and any other requirements in grants or other funds used to pay Contractor or for other parts of the project. This includes, for example, employment, recordkeeping, purchasing, sourcing, and other compliance.

4. Qualifications. Contractor represents and promises that:

A. Contractor and Contractor's personnel must have and maintain all licenses, registrations, certifications, memberships, or other approvals needed to perform the Work and supply materials required by the contract.

B. Contractor, any subcontractor, and their respective principals, owners, officers, shareholders, key employees, directors, members and partners: (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; (ii) have not 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 not 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 not 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 not 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 HUD CDBG or another federal or state funded project, neither Contractor nor any of its subcontractors on the HUD list of debarred and suspended participants (https://www.hud.gov/program_offices/general_counsel/limited_denial_participation_hud_funding_disqualifications). Unless waived by City's purchasing director, Contractor and all subcontractors will register on the Federal SAM Registry available at: https://usfcr.com. Contractor and all subcontractors 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 City programs, benefits, and actions, including City contracts and acts that contractors engage in for or on City's behalf. Therefore:

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. 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, 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.*, speak English less than very well), Contractor must use language assistance services in communications.

C. Contractor must include these requirements in subcontracts and supply contracts and reasonably enforce compliance.

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 Contractor's personnel, as well as any parent, affiliate, or subsidiary organization of Contractor has not engaged in and shall refrain from: (i) holding or acquiring an interest that would conflict with this contract; (ii) attempting to or appearing to influence any City elected or appointed officer or employee by a direct or indirect offer of anything of value; or (iii) paying or agreeing

to pay a person, other than its personnel, any consideration contingent upon the award of the 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 City elected or appointed officer except as already disclosed in writing to City when submitting its proposal.

C. Contractor will immediately notify 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 subcontractors, suppliers and consultants shall, before beginning the Work, submit by email to City's Finance Department at Acct_Info@wyomingmi.gov a completed IRS W-9 form (available at www.IRS.gov).

B. Payments to Contractor will be made in accordance with the RFP. If no other terms are provided, payment of an invoice to 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 §17. City will pay undisputed amounts 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 City, defend every action brought against City or City's officers or employees for any alleged infringement of 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 action.

10. Materials and Equipment Information, Quality, Disposal, and Related Requirements. If the RFP calls for the use, installation, or acquisition of materials, equipment, supplies or other items:

A. Unless otherwise stated in the RFP, all materials, equipment, supplies, and items shall be new, the best of their respective kind, and free from defects.

B. Specifications in RFP are the minimum acceptable. When specific manufacturer and model numbers are used, they establish a desired design, type of construction, quality, functional capability, and/or performance level. If the Proposal included alternates, City will be the sole judge of equivalency.

C. Contractor shall provide City all manufacturer parts lists, assembly, and maintenance information, and all other documents provided by the manufacturer for such items, and ensure all related warranties are held by or assigned to City.

D. If quantities are listed in the RFP, they are based on estimated needs. City reserves the right to increase or decrease quantities to meet actual needs.

E. Contractor's failure to meet specified delivery schedules a or promptly replace rejected materials renders 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 Proposal pricing unless otherwise specified in the RFP or expressly stated in the Proposal.

F. Unless the RFP or Proposal expressly states 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 laws, rules, and regulations applicable to such disposal. Contractor will keep and, upon request, provide City copies of required manifests or other disposal documentation.

11. Restoration. Unless the RFP states otherwise, Contractor will restore, without expense to 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, City may, after 48-hours' notice to Contractor, make such restoration, and deduct the cost City incurs to do so from amounts due Contractor.

12. Access to Work. City personnel and representatives must always have access to all the Work and be furnished such information and assistance by Contractor as reasonably needed or desired to inspect the Work.

A. Taxes. City is generally exempt from federal and state taxes, including state sales and use taxes. A copy of City's certificate of tax exemption can be requested by contacting City's Finance Department. Invoices must be separated to show the amount added for taxes of any kind if applicable. Taxes, wherever indicated and applicable to any purchase, will not be subject to trade or cash discounts. On construction projects state sales taxes are applicable on materials only.

13. Records. Because City is a public entity that receives funds from other governmental agencies: (i) 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 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 a City request, allow inspection, auditing and copying of all retained records.

14. Assignment/Beneficiaries. None of Contractor's rights or duties may be assigned or delegated without City's prior written consent. This contract will be binding on Contractor's successors and permitted assigns. No other persons are intended to be beneficiaries of this contract.

15. Independent Contractor. Contractor and Contractor's personnel are wholly independent of City. None of them shall be or be represented as City officers or employees. Contractor is solely responsible Contractor's personnel's acts, omissions, and statements. Contractor is solely responsible for any compensation and benefits to be provided Contractor's personnel for Work under the contract. Except for payment of the contract price, City has no responsibility to supervise, compensate or insure Contractor or Contractor's personnel.

16. Disputes/Remedies. Unless the RFP states otherwise provide the following applies to any dispute under this Contract:

A. In case of Contractor's default, 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 City reasonably determines makes time of the essence and (ii) after written notice to Contractor with an opportunity to appeal the decision to the City Manager or the City Manager's designee.

B. Before filing a 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 16.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 state courts in Kent County, Michigan.

E. In addition to any other remedies to which a 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. To resolve discrepancies within this Contract, precedence shall be given in the following order: (i) the contract form and these Terms, (ii) the RFP including specifications, instructions to bidders, and general bid information without conditions or changes, (iii) the Proposal, (iv) the RFP drawings, and (v) City Standard Specifications for Construction\Prequalification at https://www.wyomingmi.gov/About-Wyoming/City-Departments/Public-Works/Engineering/Construction-Specifications. Figure dimensions on drawings take precedence over scale dimensions. Detailed drawings take precedence over general drawings.

17. 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 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 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.

18. Insurance.

A. Unless otherwise provided in the RFP, 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 these 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. Coverage shall be primary and any other insurance 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	Coverage shall be primary and any other insurance shall be secondary and/or excess.
WORKERS' COMPENSATION/ EMPLOYERS' LIABILITY	
Minimal Limits: $500,000 per occurrence	Coverage shall be in accordance with all applicable Michigan statutes. Waver of subrogation, except where waiver is prohibited by law.
EXCESS/UMBRELLA INSURANCE	
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). Coverage shall be primary and any other insurance shall be secondary and/or excess.
OWNERS CONTRACTORS PROTECTIVE	
Coverage is required if the amount stated below is more than $0. Amount required $_____.	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 $_____.	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. Coverage shall be primary and any other insurance shall be secondary and/or excess.
BUILDERS RISK PROPERTY INSURANCE	
Coverage is required if checked "yes." Yes_____ No_____ Amount required: Full Contract Amount.	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. Commercial General Liability, Automobile Liability, Excess/Umbrella Insurance, Environmental Pollution Insurance shall include an endorsement stating the following shall be Insureds or Additional Insureds and certificate holders: (i) City of Wyoming, (ii) all City of Wyoming elected and appointed officers, 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) authorized agents of the foregoing.

19. General Terms.

A. These terms and conditions may not be amended or modified except in writing signed by Contractor and City. These terms and conditions shall not be affected by any course of dealing. The captions are for reference and will not affect the interpretation of these terms and conditions.

B. This contract is made in Kent County, Michigan and shall be governed by and interpreted in accordance with Michigan law.

C. Reference by office to a City officer includes that City officer's designee(s).

City of Wyoming

Request for Proposals

for

Street Light and Traffic Signal Installation – Maintenance - Repair January 1, 2025 through December 31, 2027

Proposals Due: **4:00 p.m. Thursday, November 7, 2024**

Please submit your proposal to the City of Wyoming, Traffic Department in person or by mailing to:

City of Wyoming
Traffic Department
2660 Burlingame Avenue, SW
Wyoming, MI 49509

The City will review the proposals based upon the requested services and respond accordingly. If additional information is required, please contact Russ Henckel, Assistant Director of Public Works – Engineering at (616) 530-7263 Monday through Thursday, 7:00 a.m. to 5:00 p.m.

City of Wyoming's

2025-27 Street Light and Traffic Signal Installation – Maintenance - Repair

Request for Proposals Due: 4:00 p.m. Thursday, November 7, 2024

GENERAL

The City of Wyoming is requesting qualifications and proposals to perform the installation, maintenance and repair of street lighting and traffic signals by qualified electricians and a qualified firm. The proposal shall encompass performing electrical work as requested by the City of Wyoming for the 2025 through 2027 calendar years. Electrical assistance is required by the City of Wyoming Engineering and Traffic departments on a variety of construction projects to assist the City's journeyman electricians. The street lighting and traffic signal installation, maintenance and repair is intended to assist City staff during construction projects and with regular repairs and maintenance.

QUALIFICATIONS

Please submit pertinent qualifications of your firm including the resumes of the primary personnel to be assigned to work with the City of Wyoming. Qualifying firms shall employ at least one licensed electrical contractor and one licensed master electrician. Copies of said licenses and resumes of qualified licensees shall be included within the proposal.

PROPOSAL

Please submit your proposal to the Traffic Department by 4:00 p.m. on Thursday, November 7, 2024. Please mail or deliver your proposal to:

City of Wyoming
Traffic Department
2660 Burlingame Avenue, SW
Wyoming, MI 49509

Each proposal shall be in an envelope clearly marked:

2025-27 Street Light and Traffic Signal
Installation – Maintenance - Repair

The City will review the proposals based upon the requested services and respond accordingly.

STREET LIGHTING AND TRAFFIC SIGNAL SERVICES

The City of Wyoming often requires street light repairs and maintenance on the City street light system. Please indicate the associated unit costs on the attached Unit Price Sheet and enclose the form in your submittal.

The City of Wyoming would use the same costs breakdown for requests associated with the installation, maintenance or repair of City traffic signals. An itemized breakdown of material and material costs is required for all materials used within the project.

The following Unit Price Sheet is to be utilized for the summary sheet in your proposal.

STANDARD CITY PROFESSIONAL SERVICES CONTRACT

The successful firm will enter into the attached Standard City Professional Services Contract over $8,500. Please review the attached terms and conditions for various requirements as pertaining to the said contract.

The successful firm will be required to meet the requirements outlined in the contract.

2025-2027 Street Lighting and Traffic Signal Installation – Maintenance - Repair

City of Wyoming

UNIT PRICE SHEET

STREET LIGHTS & TRAFFIC SIGNALS

1. Standard Rates (Monday through Friday 7:00 a.m. to 5:00 p.m.)
   - One Journeyman and Pickup Truck _____ / hour
   - One Journeyman and Bucket Truck _____ / hour
   - One Journeyman and Pole Truck _____ / hour
   - Additional Labor Person (no vehicle) _____ / hour
   - One Journeyman, truck, trailer, mini excavator _____ / hour

MATERIAL

1. Markup of materials supplied (over cost) _____ percent

Date: _____ Contact Person: _____

Company Name: _____

Company Address: _____

_____

Phone No.: _____

STRAIN ELECTRIC
COMMERCIAL INDUSTRIAL MAINTENANCE

November 6, 2024

City of Wyoming
Traffic Department
2660 Burlingame Ave SW
Wyoming, MI 49509

RE: 2025-2027 Street light and Traffic signal services

Per your request, we are pleased to offer for your consideration the following Street Lighting and Traffic Signal services agreement.

Streetlights and Traffic Signal unit prices:
Prices listed are for work performed through Dec 31, 2027.

• One Journeyman and a pickup truck	$135 per hour
• One Journeyman and a Bucket truck	$145 per hour
• One Journeyman and a Pole truck	$145 per hour
• Additional Labor Person (no vehicle)	$100 per hour
• One Journeyman, truck, trailer, mini excavator	$220 per hour
• Emergency Service Call	$200 Additional fee plus hourly rate

Work hours classification.

• Normal hours	7:00 AM – 5:00 PM
• Time and a half	5:00 PM – 8:00PM
• Double Time	8:00 PM – 7:00 AM
• Double time Weekends	8:00 PM Friday – 7:00 AM Monday

Material supplied will be marked up as follows.

- Material cost plus an additional contractor mark up of 15%

Strain Electric operates under the Masters and Contractors license of Justin Van Eerden. Any maintenance requested will be handled by Journeyman Electrician Jay Nelson, who has over 19 years in experience with Strain Electric, installing, maintaining, and troubleshooting streetlights and traffic signals.

If you have any questions please reach out to,
Cole Dochod
Project Manager
cole@strainelectic.com
616-453-2108

2025-2027 Street Lighting and Traffic Signal Installation – Maintenance - Repair

City of Wyoming

UNIT PRICE SHEET

STREET LIGHTS & TRAFFIC SIGNALS

1. Standard Rates (Monday through Friday 7:00 a.m. to 5:00 p.m.)
   - One Journeyman and Pickup Truck $135.00 / hour
   - One Journeyman and Bucket Truck $145.00 / hour
   - One Journeyman and Pole Truck $145.00 / hour
   - Additional Labor Person (no vehicle) $100.00 / hour
   - One Journeyman, truck, trailer, mini excavator $220.00 / hour

MATERIAL

1. Markup of materials supplied (over cost) 15% percent

Date: 11/6/2024

Contact Person: Cole Dochod

Company Name: Strain Electric

Company Address: 1701 Steele Ave SW

Grand Rapids, MI 49507

Phone No.: 616-453-2108

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Licensing Section
P.O. Box 30254
Lansing, MI 48909

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Master Electrician License

JUSTIN R VANEERDEN
6284 36th AVE
HUDSONVILLE,MI 49426

License No:
6219475

Expiration Date:
12/31/2025

JUSTIN R VANEERDEN
6284 36th AVE
HUDSONVILLE,MI 49426

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Master Electrician License

JUSTIN R VANEERDEN
6284 36th AVE
HUDSONVILLE,MI 49426

License No.
6219475

Expiration Date:
12/31/2025

This document is duly issued under the laws of the State of Michigan

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes

Q474728

Electrical Contractor License

JUSTIN R VANEERDEN
6284 36th AVE
Hudsonville, MI 49426

License No.
6114843

Expiration Date:
12/31/2025

This document is duly issued under the laws of the State of Michigan

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GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes

Q762807

Master Electrician License

JUSTIN R VANEERDEN
6284 36th AVE
HUDSONVILLE, MI 49426

License No.
6219475

Expiration Date:
12/31/2024

This document is duly issued under the laws of the State of Michigan

2025-2027 Street Lighting and Traffic Signal Installation - Maitenance - Repair
Cost Comparison
12/4/2024

Typical Project

QTY	Contractor labor and equipment	Severence Electric		** Strain Electric **		J. Ranck		Windemuller Electric	
1	Journeyman and Truck	$ 140.00	$ 140.00	$ 135.00	$ 135.00	$ 185.00	$ 185.00	$ 110.00	$ 110.00
1	Journeyman and Bucket Truck	$ 155.00	$ 155.00	$ 145.00	$ 145.00	$ 185.00	$ 185.00	$ 160.00	$ 160.00
1	Journeyman and Pole Truck	$ 165.00	$ 165.00	$ 145.00	$ 145.00	$ 185.00	$ 185.00	$ 185.00	$ 185.00
1	Labor Person	$ 115.00	$ 115.00	$ 100.00	$ 100.00	$ 95.00	$ 95.00	$ 95.00	$ 95.00
1	Journeyman, Truck, trailer, mini ex.	$ 180.00	$ 180.00	$ 220.00	$ 220.00	$ 285.00	$ 285.00	$ 225.00	$ 225.00
1	Markup on Materials --% of $50000 in materials	$ -	$ 55,000.00	$ -	$ 57,500.00		$ 57,500.00		$ 65,000.00
		$ -	$ -	$ -	$ -		$ -		
	Markup on Materials --% of $50000 in materials	10%	$ -	15%	$ -		15%	30%	
	Average per Project		$ 55,755.00		$ 58,245.00		$ 58,435.15		$ 65,775.00
1	Projects Annually		$ 55,755.00		$ 58,245.00		$ 58,435.15		$ 65,775.00

** Strain is under current contract due to expire

01/06/25
Finance/LAJ

RESOLUTION NO. _____

RESOLUTION TO ACCEPT AMENDMENT NUMBER TWO
FOR THE FUME HOOD REPLACEMENT PROJECT

WHEREAS:

1. On February 19, 2024, City Council adopted Resolution number 27972 accepting an agreement from Donohue & Associates, Inc. to engineer and design fume hood improvements on the Clean Water Plant laboratory.
2. As detailed in the attached staff report, Donohue & Associates, Inc. has provided the City with amendment number two to include construction oversight services in the total estimated amount of $38,090.00.
3. It is recommended City Council accept the amendment.

NOW, THEREFORE, BE IT RESOLVED:

1. City Council accepts amendment number two from Donohue & Associates, Inc. for the fume hood replacement project.
2. City Council authorizes the City Manager to sign amendment number two.
3. City Council authorizes the City Manager to accept future amendments in accordance with the contract and budget authorization.

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:

_____
Kelli A. VandenBerg, Wyoming City Clerk

ATTACHMENTS:
Staff Report
Amendment

CITY OF WYOMING | PUBLIC WORKS

Clean Water Plant | 2350 Ivanrest Ave. SW, Wyoming, MI 49509
616.261.3550 | wyomingmi.gov

Staff Report

Date: December 18, 2024

Subject: Fume Hood Replacement Project Donohue Contract Amendment

From: Jon Burke, Plant Superintendent

CC: Myron Erickson, P.E., Director of Public Works

Meeting Date: January 6, 2025

RECOMMENDATION:

It is recommended that the City Council approve and authorize the city manager and city clerk to sign the contract amendment with Donohue & Associates for construction related services as outlined in the attached amendment in the amount of $38,090.00.

ALIGNMENT WITH STRATEGIC PLAN:

- Pillar 2 – Safety
- Pillar 3 – Stewardship
    - Goal 3 – Improve City infrastructure and service reliability.

DISCUSSION:

With Council Resolution No. 27972 dated February 19, 2024, the Council approved a contract with Donohue & Associates to engineer and design fume hood improvements on the Clean Water Plant laboratory. That work was completed over the spring and summer and was advertised for bids this fall.

With Council Resolution No. 28252 dated December 16, 2024, the Council awarded the construction project to DHE Plumbing and Mechanical. Due to scheduling and delivery times for the new equipment, this project will take several months to complete, but preliminary work should start early in 2025.

Since the project will be underway soon, it is recommended that City Council approve the amendment to the engineering and design contract with Donohue & Associates to include construction oversight services for the Fume Hood Replacement Project as outlined in the attached scope of services, in the amount of $38,090.00 bringing the total engineering services to $88,040.00.

BUDGET IMPACT:

This project was budgeted for, and adequate funds exist in the Sewer Fund Capital Account 590-536-54400-986.444.

AMENDMENT NO. 2 to
ENGINEERING SERVICES AGREEMENT
CWP Lab Hood Replacement (Project)
Original Agreement Executed February 19, 2024

This Amendment is by and between:

City of Wyoming (Owner)
Clean Water Plant
2350 Ivanrest Avenue SW
Wyoming, MI 49418

and

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

Who agree to amend the original Agreement, as follows:

PART I – B. SCOPE OF SERVICES

The services have been modified to include the following additional activities related to Construction Related Services (CRS) for the referenced project. Additional detail and scope for these additional services are outlined in the following exhibits:

1. Exhibit A: CRS, including Commissioning Support, to be provided by Donohue.

PART I – C. PROJECT TIMING

Donohue shall be authorized to commence the Services set forth herein upon execution of this Amendment.

Construction schedule, as noted in the Request for Bids/Proposals, is based on the Contractor reaching final Completion by July 31, 2025.

Donohue's services under this Amendment will be considered complete following commissioning and issuance of record drawings and the document archive. Correction period support will be completed on an as needed basis throughout the contractual correction period.

PART III – A. COMPENSATION

Compensation for the services set forth in Part I shall be increased $38,090.00, resulting in a total contract amount of $88,040.00.

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR DONOHUE

By: _____

Printed Name: Mike Gerbitz, P.E.

Title: Senior Vice President

Date: December 4, 2024

Approved as to form:

_____

Scott G. Smith, City Attorney

Exhibit A: CRS Scope, Schedule, and Fee

Contracting Framework

During the construction period, Donohue will serve as the "Engineer" as defined and delineated in the Contract Documents. The Contract Documents include the Standard General Conditions of the Construction Contract prepared by the Engineers Joint Contract Documents Committee (EJCDC). The Supplementary Conditions amend the Standard General Conditions.

The Engineer and Contractor have separate contracts with the Owner. See Figure 1. The Engineer is the Owner's representative during the construction period, administering the construction contract and providing oversight of the Contractor on behalf of the Owner in a manner consistent with the terms and conditions in the Contract Documents and this Engagement Document.

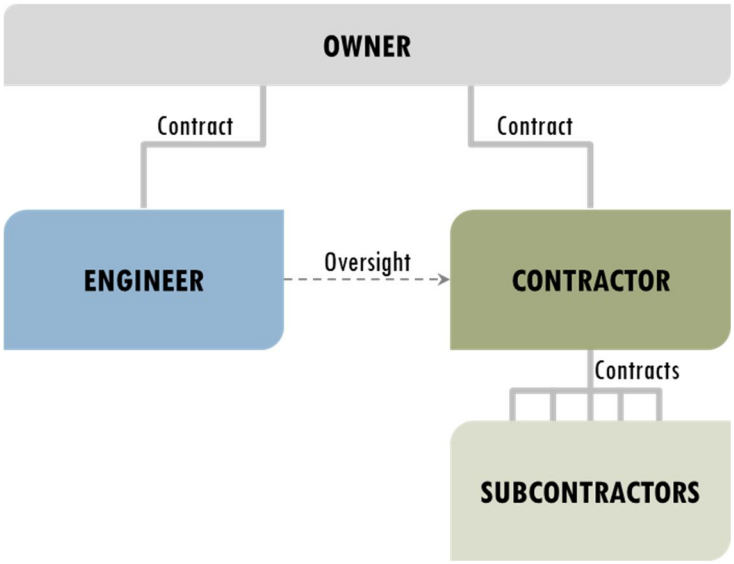


Figure 1 – Contractual Relationships during the Construction Period

Roles

Construction Administrator (CA) – The CA is a Donohue employee that administers the contract between the Owner and the Contractor. The CA takes an active role in the interpretation of the Contract Documents, enforcement of the Contract Documents, problem resolution, and conflict resolution.

Resident Project Representative (RPR) – The RPR is an on-site Donohue employee that acts as a liaison between the Owner, Contractor, the CA, and the design team members. The RPR provides services related to making sure the Contractor and Contractor's Work adhere to the requirements of the Contract Documents. The RPR is the first response to field questions, consults with design team members to interpret and communicate design intent, provides input into the acceptability of contract payment applications, prepares reports documenting construction activities and progress, and, when necessary, obtains information and evidence related to unforeseen conditions.

Commissioning Manager (CM) – The CM is a Donohue employee that helps the Contractor coordinate the check-out and startup of process, electrical, and mechanical Systems associated with the Work. The CM communicates and enforces the requirements in the Contract Documents aimed at System commissioning.

Scope of Services

I. Construction Administration

A. Construction Contract Document Execution – Assist the Owner in issuing the Notice to Proceed with Construction upon satisfactory execution of the Agreement for the construction project and submission of bonds and insurance by the Contractor.

B. Pre-Construction Conference – Prepare for, attend, and conduct a Pre-Construction Conference for the project prior to commencement of Work at the project site. Prepare and distribute minutes for the Pre-Construction Conference. To be attended by the CA and RPR.

C. Meetings –

1. Monthly Engineer/Owner-Led Progress Meetings – Prepare for, attend, and conduct monthly construction progress meetings, as appropriate, during the Work. The progress meetings shall be led by the Owner and Engineer. Engineer shall prepare and distribute monthly progress meeting minutes. To be attended by the CA and RPR. Fee based on 6 progress meetings.

D. Construction Contract Administration – Consult with the Owner and correspond with the Contractor throughout the construction period including coordination with Contractor and Owner, periodic observation of the Work, project management and monthly project status reporting, project coordination including review and routing of construction related documents, schedule review, and general assistance to the Owner throughout the construction period.

E. Clarifications and Interpretations – Provide input to the Owner on necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work.

F. Change Orders, Work Change Directives, and Cost Proposal Requests – Provide input to the Owner on Change Orders and Work Change Directives. Prepare Cost Proposal Requests, Change Orders, and Work Change Directives as required for the Owner review and approve. Provide responses to Contractor claims for changes to the Contract.

G. Submittals and Samples – Provide a technical review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data that the Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of Construction or to safety precautions and programs incident thereto.

H. Substitutes and "or-equal" – Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor.

I. Applications for Payment – Review and provide input to the Owner on monthly applications for payment and accompanying supporting documentation from the Contractor.

J. Punch List Preparation, Review, and Documentation – Review the Work of the Contractor to produce a punch lists following the Contractor's request for Substantial Completion or Partial Utilization of portions of the Work. These reviews will evaluate the installed condition for conformance with Contract Documents. Perform follow-up review of the Work to confirm the Contractor completed the punch list items.

K. Record Documents – Receive annotated record documents from the Contractor, which are to be assembled by the Contractor in accordance with the Contract Documents. Prepare Record Drawings showing appropriate record information based on the project annotated record documents received

from the Contractor. The completed Record Drawing deliverables for the project shall consist of one full-size and one half-size printed-paper sets and an electronic set in PDF and AutoCAD format.

L. Designer Site Visits – Conduct site visits by appropriate designers to observe the progress and quality of the Work. Such visits and observations are not intended to be exhaustive or to extend to every aspect of the Contractor's Work in progress or to involve detailed inspections of a Contractor's Work in progress beyond the responsibilities specifically assigned to the Engineer in the Contract Documents. Observations are to be limited to spot checking and general observation of the Work based on professional judgment. Fee based on 2 engineers each completing a single site visits.

M. On-Site Observation of Construction – Provide parttime on-site observation of the Work by an RPR. As an experienced and qualified design professional, observe the progress and quality of the Work. Such observations are not intended to be exhaustive or to extend to every aspect of a Contractor's Work in progress or to involve detailed inspections of the Contractor's Work in progress beyond the responsibilities specifically assigned to the Engineer in the Contract Documents. Observations are to be limited to spot checking and general observation of the Work based on professional judgment.

1. The purpose of the Engineer's visits to and representation by the RPR at the project site, is to enable the Engineer to better carry out the duties and responsibilities assigned to and undertaken by the Engineer during the performance of the Work. Engineer shall not, during such visits or as a result of such observations of the Contractor's Work in progress, supervise, direct, or have control over the Contractor's Work, nor shall the Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, for safety precautions and programs incident to the Contractor's Work, or for any failure of the Contractor to comply with Laws and Regulations applicable to the Contractor's furnishing and performing the Work. Accordingly, the Engineer neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform its Work in accordance with the Contract Documents.

2. Take photographs of Work in progress and completed. Deliver photographs to the Owner in digital format.

3. Prepare field and inspection reports. Reports shall include items such as date of observation, contractors on-site, construction activities, discussions of and decisions made concerning construction, observations, witnessed testing, and information relative to questions of extras or deductions.

4. Fee based on RPR onsite for one half day per week over a 6 month construction duration.

N. Limitation of Responsibilities – Engineer shall not be responsible for the acts or omissions of the Contractor, or of any of its subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for a failure of the Contractor to perform or furnish the Work in accordance with the Contract Documents.

II. Commissioning Support

The Contractor will commission the process, mechanical, and electrical Systems listed below.

- System 1 – Lab Hoods and Associated Accessories.

A. Pre-Commissioning Support – Prepare a Contractor Startup Checklist to aid the Contractor in preparing for and conducting the required equipment check-out and start-up. Review the Contractor Startup Checklist with the Contractor and Owner to receive input and then revise the checklist accordingly.

B. System Check-Out – Observe the pre-startup check-outs of the process, mechanical, and electrical Systems delineated above. Confirm Manufacturer check-outs are complete before the Contractor proceeds to an associated System startup.

C. System Startup – Observe the System startups (Systems Demonstration) of the process, mechanical, and electrical Systems delineated above. Support startups by providing on-site coordination between the Owner and Contractor.

III. Correction Period Support

A. Correction Period Support – The Contract Documents require the Contractor to warrant and guarantee that all Work will be in accordance with the Contract Document and not be defective. Support the Owner in their efforts to get the Contractor to address defective or non-conforming Work during the correction period. Fee based on 8 hours for correction period support.

Schedule

Donohue will provide the Services outlined in Sections I – II in accordance with the construction period defined the Contract Documents. The expected construction period is as follows: the Owner will issue a Notice to Proceed in December 2024 and the Contractor will achieve Substantial Completion by July 1, 2025 and Final Completion by July 31, 2025. Donohue will provide Section III services during the correction period defined in the Contract Documents.

Compensation

See the enclosed worksheet for task-by-task levels of effort, fees, and expenses. Levels of effort, fees, and expenses are summarized below.

Phases	Hours	Labor Fees	Expenses
Construction Administration	183	$31,400	$1,220
Commissioning Support	16	$4,040	$100
Correction Period Support	8	$1,280	$50
Total	207	$36,720	$1,370
Grand Total		$38,090	

10.21.24
Planning/PGS

ORDINANCE NO. 14-24

ORDINANCE TO AMEND SECTION 90-515 OF THE CODE OF THE CITY OF WYOMING BY ADDING SUBSECTION (145) TO REZONE 901 60TH STREET SW, 855 60TH STREET SW, 5957 CLYDE PARK AVANUE SW, 5977 CLYDE PARK AVENUE SW, AND 5985 CLYDE PARK AVENUE SW FROM R-1 RESIDENTIAL DISTRICT to I-3 RESTRICTED INDUSTRIAL DISTRICT

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (145) to read as follows:

(145) (a) To rezone the following described property at 901 60th Street SW from R-1 Residential District to I-3 Restricted Industrial District:

PARCEL NUMBER 41-17-35-476-006, AS SURVEYED:
S 1/2 SE 1/4 SE 1/4 EX S 229.64 FT OF W 142.0 FT OF E 432.03 FT & EX S 280.95 FT OF W 80.0 FT OF E 290.03 FT & EX E 210.03 FT & EX S 208.0 FT OF W 200.0 FT & EX S 383.0 FT OF E 228.0 FT OF W 428.0 FT ALSO S 60.04 FT OF N 270.04 FT OF E 210.03 FT OF S 1/2 SE 1/4 SE 1/4 * SEC 35 T6N R12W 13.23 A.

Section 2. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (145) to read as follows:

(145) (a) To rezone the following described property at 855 60th Street SW from R-1 Residential District to I-3 Restricted Industrial District:

PARCEL NUMBER 41-17-35-476-012, AS SURVEYED:
S 229.64 FT OF W 142 FT OF E 432.03 FT OF SE 1/4 SE 1/4 * SEC 35 T6N R12W 0.75 A.

Section 3. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (145) to read as follows:

(145) (a) To rezone the following described property at 5957 Clyde Park Avenue SW from R-1 Residential District to I-3 Restricted Industrial District:

PARCEL NUMBER 41-17-35-476-008, AS SURVEYED:
S 112 FT OF N 382.04 FT OF E 210.03 FT OF S 1/2 SE 1/4 SE 1/4 * SEC 35 T6N R12W 0.52 A.

Section 4. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (145) to read as follows:

(145) (a) To rezone the following described property at 5977 Clyde Park Avenue from R-1

Residential District to I-3 Restricted Industrial District:

PARCEL NUMBER 41-17-35-476-009, AS SURVEYED:
S 112 FT OF N 494.04 FT OF E 210.03 FT OF S 1/2 SE 1/4 SE 1/4 * SEC 35 T6N R12W 0.52 A.

Section 5. That Section 90-515 of the Code of the City of Wyoming is amended by adding subsection (145) to read as follows:

(145) (a) To rezone the following described property at 5985 Clyde Park Avenue from R-1 Residential District to I-3 Restricted Industrial District:

PARCEL NUMBER 41-17-35-476-010, AS SURVEYED:
E 210 FT OF S 1/2 SE 1/4 SE 1/4 EX N 494.04 FT * SEC 35 T6N R12W 0.50 A.

Section 6. That this ordinance shall take effect on _____, 2024.

Kelli A. VandenBerg
City Clerk

Ordinance No. 14-24
Introduced: 10-21-24
Adopted: 1-6-25

CITY OF WYOMING

Community and Economic Development | 1155 28th St. SW, Wyoming, MI 49509
616.530.7259 | wyomingmi.gov

October 21, 2024

Ms. Kelli A. VandenBerg
City Clerk
Wyoming, MI

Subject: Request for a rezoning from R-1 Residential District to I-3 Restricted Industrial District at 901 60th Street SW (Section 60) (Kevin Vreugdenhil, First Companies, Valley Property Holdings LLC).

Recommendation: Staff recommends approval and Planning Commission recommends denial of the subject rezoning request.

Dear Ms. VandenBerg,

The above referenced request was reviewed by the Wyoming Planning Commission at its regular meeting on September 17, 2024. At the meeting, staff recommended approval of the rezoning request and a motion was made by Van Duren, supported by Smart, to recommend that City Council approve the proposed rezoning. The motion to approve this rezoning request failed 5 to 3.

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

The applicant proposes to rezone this parcel to I-3 Restricted Industrial District. The industrial district to the west is primarily I-3 and the industrial parcels to the north are I-1 Light Industrial District. With adjacent residential parcels, the applicant requests a rezoning to I-3 Restricted Industrial District. The applicant intends to construct up to three industrial buildings between 40,000 and 140,000 square feet depending on market needs.

The property is currently zoned R-1 Residential District, but the majority of the parcels are vacant. Given the proximity to the nearby business parks and the future land use designation as business park, it is unlikely that this property could be successfully developed as single-family residences. The property would be most likely to succeed as either industrial or as multi-family residential. In either scenario, the use would be clustered near the center of the site with buffers to nearby industrial or residential as appropriate. The property owner and an experienced developer proposed this rezoning because they believe the characteristics of the property, the adjacent industrial properties, and the adjacent truck routes make an industrial development the best use of the property.

The I-3 Restricted Industrial District is unique in its requirements, making it compatible to adjacent non-industrial districts. In the I-3 Restricted Industrial District, the required setbacks are the largest of any industrial district, external storage of materials is not allowed, loading docks are prohibited to face the front yard, yard screening is required, and building materials are regulated.

The Wyoming [re]Imagined master plan calls for this property to be developed as Business Park, which includes “major employment centers” and “smaller scale industrial areas.” After a review of planning records, staff confirmed that this area (south of Gezon between Burlingame and Clyde Park) has been designated for Business Park or Industrial uses as for back as the 1980s and Byron Center made a similar decision for its properties along 60th Street around that same time.

Nine persons residing near the subject property, four of whom reside in Wyoming and five of whom reside in Byron Center, spoke against the rezoning. They raised concerns about the Penske development in Byron Center and objected to its size, color, landscaping, bright lights, and truck traffic. They also expressed their desire to preserve their neighborhood and the wildlife on the subject property. In addition to these in-person comments, two emails and one letter were submitted that raised similar concerns.

Planning commissioners offered the following thoughts on the request: the rezoning was premature and it should be “market-driven;” the property might be developed for multi-family residential uses; the developer should buy larger portion of the residential property in the area before making this request; and increased truck traffic caused by the industrial development would cause the residents more risk.

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

Since Planning Commission did not pass a motion to deny this request, the City Attorney has advised that City Council should approve the first reading, so there is a final action to consider this request on the record before the second reading. The City Council vote to approve or deny the rezoning will occur at the second reading.

Respectfully submitted,



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

Cc: John Shay, City Manager

WYOMING PLANNING COMMISSION
AGENDA ITEM
NO. 1

DATE DISTRIBUTED: September 10, 2024

PLANNING COMMISSION DATE: September 17, 2024

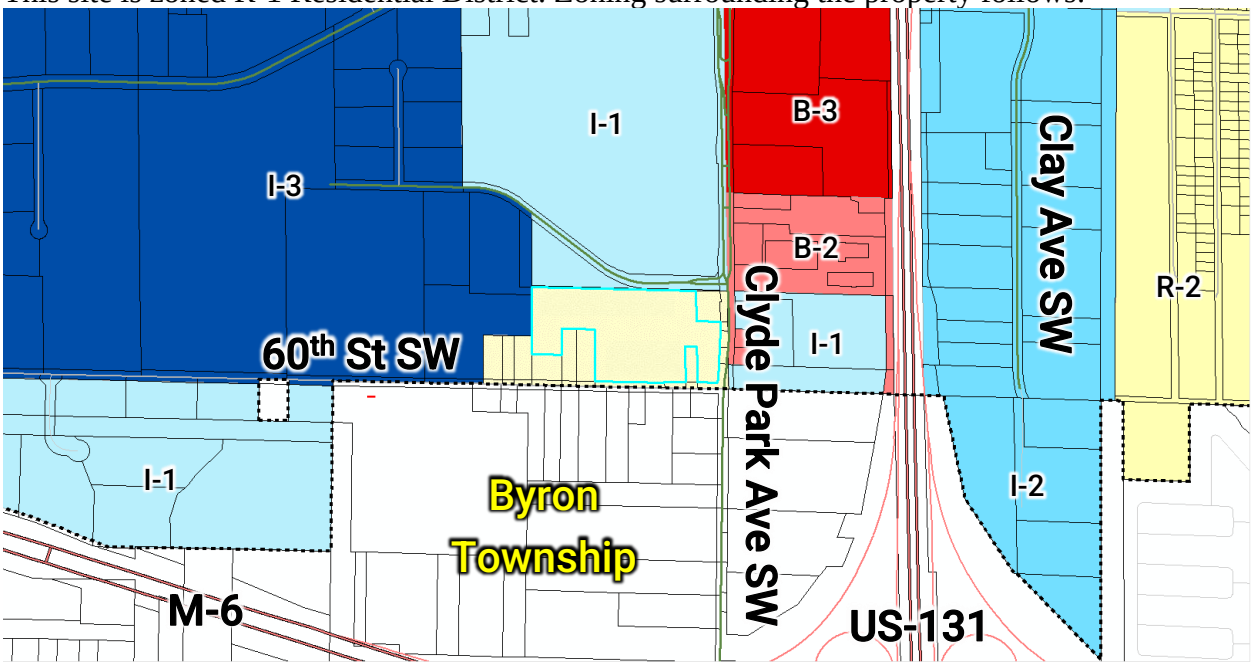
ACTION REQUESTED: Request for Rezoning from R-1 Residential District to I-3 Restricted Industrial District

REQUESTED BY: Kevin Vreugdenhil, First Companies, Valley Property Holdings LLC

REPORT PREPARED BY: Nicole Hofert, Director of Community and Economic Development

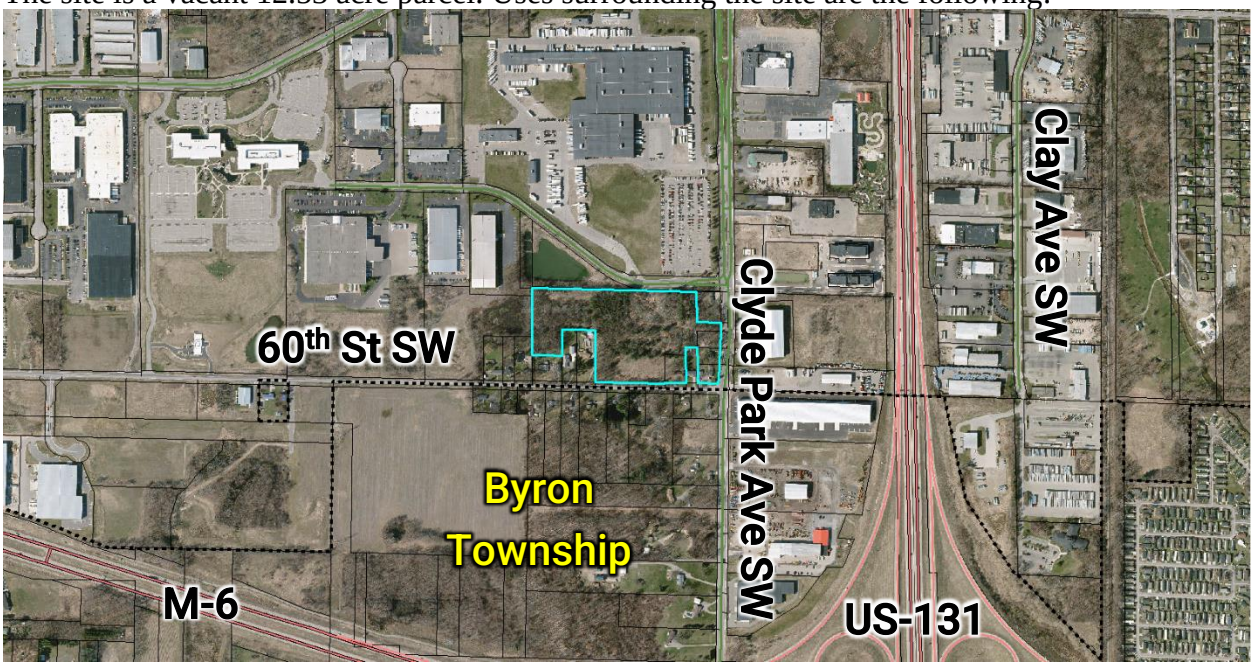
GENERAL LOCATION DESCRIPTION:
The property is located at 901 60th St SW. The property is approximately 12.53 acres and is located along 60th St SW, northwest of the intersection of 60th St SW and Clyde Park Ave SW.

EXISTING ZONING CHARACTERISTICS:
This site is zoned R-1 Residential District. Zoning surrounding the property follows:



North: I-1 Light Industrial District, R-1 Residential District
South: R-1 Residential District, *Byron Township*
East: R-1 Residential District, B-2 General Business District, I-1 Light Industrial District, I-2 General Industrial District, R-2 Residential District
West: R-1 Residential District, I-3 Restricted Industrial District, I-1 Light Industrial District

EXISTING LAND USE:
The site is a vacant 12.53 acre parcel. Uses surrounding the site are the following:



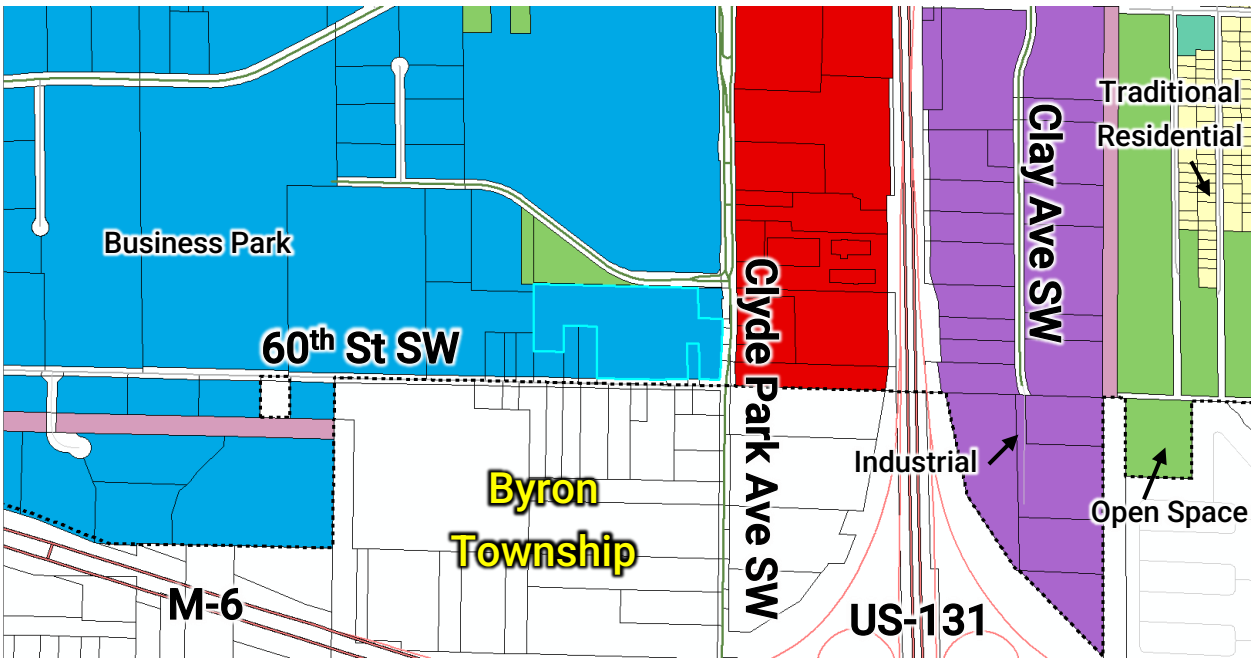
North: Residential – Single Family, Industrial – Manufacturing, Shipping and Receiving, Commercial – Hotel, Retail, Entertainment
South: Residential – Single Family, Commercial – Truck Rental, Equipment Rental, Self Storage
East: Residential – Single Family, Industrial – Training Facility, Commercial – Retail, Truck Sales Automobile Sales, Financial Institution
West: Residential – Single Family, Industrial – Wholesale Distribution, Office, Commercial – Supply Retail

PROJECT INFORMATION:
The applicant proposes to rezone this parcel to I-3 Restricted Industrial District. The industrial district to the west is primarily I-3 and the industrial parcels to the north are I-1 Light Industrial District. With adjacent residential parcels, the applicant requests a rezoning to I-3 Restricted Industrial District. The applicant intends to construct up to three industrial buildings between 40,000 and 140,000 square feet depending on market needs.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:
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 Business Park, which calls for major employment centers and smaller scale industrial areas. In particular, it prioritizes design quality, freight access, traffic impacts, and parking supply as considerations for appropriate developments. The I-3 Restricted Industrial District requires enhanced landscaping,

screening, and high-quality construction materials to enhance curb appeal and provide buffers between non-industrial uses.



(b) *Compatibility of the allowed uses with existing and future land uses;*
The I-3 Restricted Industrial District requires elements intended to buffer the impacts of industrial uses on nearby property owners. Much of the surrounding area is already industrial and the I-3 requirements should help to insulate nearby residential property owners from unsightly views.

(c) *Capability of the property to be served by public services*;
The property can be served by public services and utilities.

(d) *Ability of the property to be used as currently zoned*; *and*
The property is currently zoned R-1, but the majority of the parcels are vacant. Given the proximity to the nearby business parks and the future land use designation as business park, it is unlikely that this property could be successfully developed as single-family residences. The property would be most likely to succeed as either industrial or as multi-family residential. In either scenario, the use would be clustered near the center of the site with buffers to nearby industrial or residential as appropriate.

(e) *Appropriateness of all uses allowed within the proposed district at the property location.*
Restricted Industrial permits light industrial uses, and industrial activities and storage occur within an enclosed building. Combined with the screening and building material standards, this makes the proposed uses appropriate for the location.

STAFF COMMENTS

(a) *Dimensional Standards*
The lot exceeds the minimum lot area of 2.0 acres and the minimum lot width of 200 feet.

(b) *Process*
The Planning Commission is only considering the rezoning of this parcel. If approved, the rezoning will receive two readings at City Council. The applicant could submit a site plan relying on the updated zoning once approved by City Council or contingent on City Council approval.

- September 17 – Planning Commission considers rezoning request.
- October 7 – City Council hears the first reading of the rezoning request.
- November 4 – City Council hears the second reading of the rezoning request.

CONFORMANCE WITH THE CITY OF WYOMING SUSTAINABILITY PRINCIPLES:
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.

The proposed rezoning contributes to the economic strength of the City of Wyoming. Industrial properties are in high demand throughout West Michigan and those near interstates are in especially high demand. Rezoned as industrial, this property could contribute high-quality jobs to the city.

PLANNING COMMISSION ACTION:
The Development Review Team recommends the Planning Commission grant the I-3 rezoning request at 901 60th St SW and recommend the same to City Council.

DEVELOPMENT REVIEW TEAM:
Patrick Waterman, Deputy City Manager
Myron Erickson, Director of Public Works
Lew Manley, Building Official
Kimberly Koster, Director of Public Safety
Nicole Hofert, Director of Community and Economic Development

exxel engineering, inc.
planners · engineers · surveyors

901 – 60th Street SW
Project Narrative

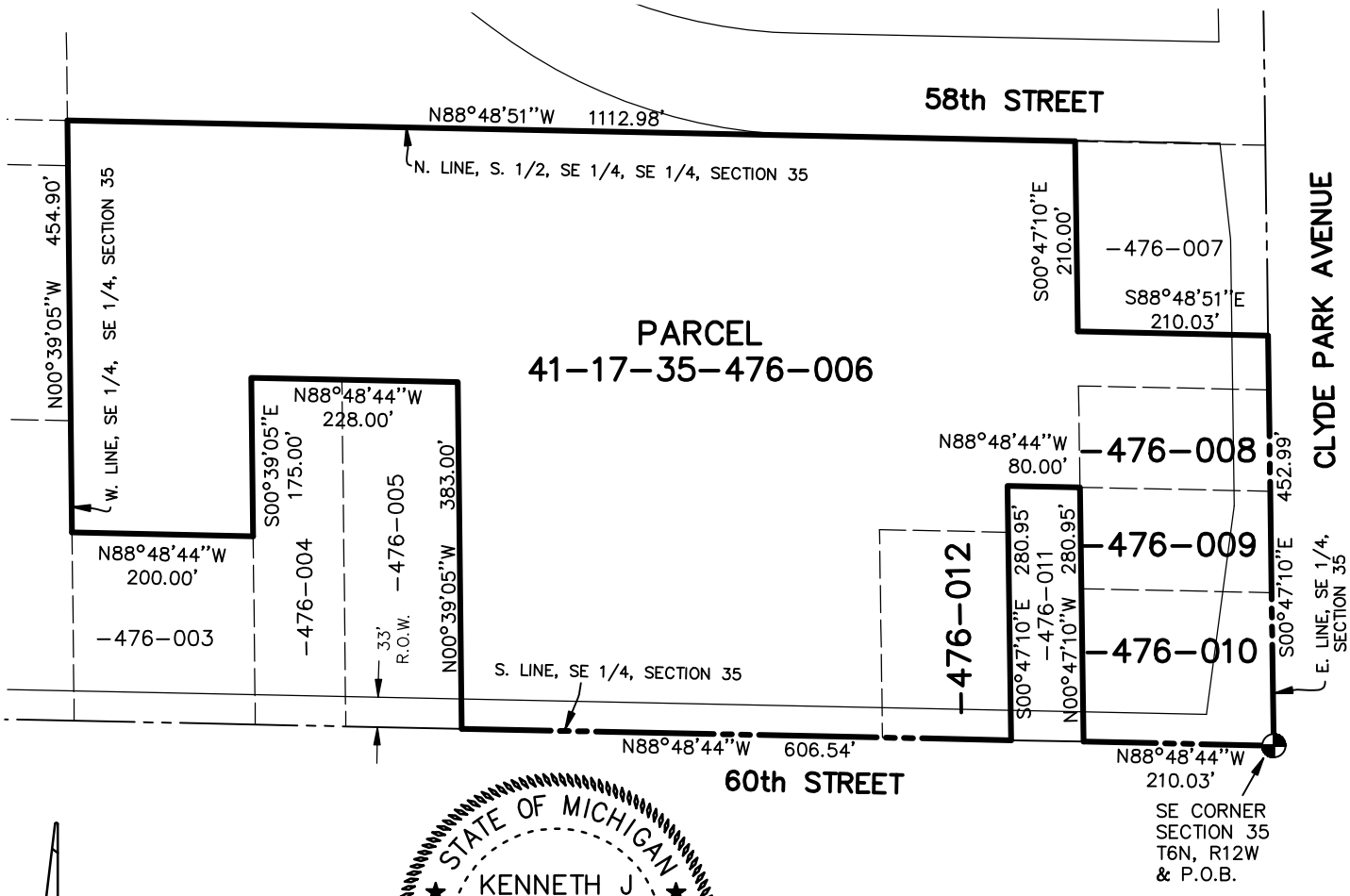
This 15.65 acre parcel is designated as business park on the City's future land use plan. To the East and North (UPS) of this property is zoned I-1. To the west is zoned I-3 (industrial park) and to the South is Byron Township which is master planned as industrial. The land has been optioned for speculation with no defined user at this time. Preliminary layouts have shown how possibly 3 industrial buildings, ranging in size from 40,000 square feet to 140,000 square feet could be positioned on the site. The request is to rezone the property to I-3 in order to be more compatible with the nearby residential properties.

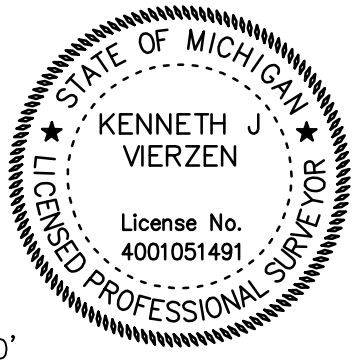
REZONE MAP

Current Parcels within R-1 District
901 60th St. SW, Wyoming, MI 49508 (Parcel 41-17-35-476-006)
5957 Clyde Park Ave. SW, Wyoming, MI 49509 (Parcel 41-17-35-476-008)
5977 Clyde Park Ave. SW, Wyoming, MI 49509 (Parcel 41-17-35-476-009)
5985 Clyde Park Ave. SW, Wyoming, MI 49509 (Parcel 41-17-35-476-010)
855 60th St. SW, Byron Center, MI 49315 (Parcel 41-17-35-476-012)

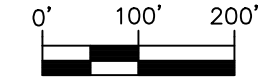
Description of Area to be Rezoned to I-3 District:

Part of the SE 1/4 of Section 35, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: BEGINNING at the SE corner of said Section; thence N88°48'44"W 210.03 feet along the South line of said SE 1/4; thence N00°47'10"W 280.95 feet; thence N88°48'44"W 80.00 feet; thence S00°47'10"E 280.95 feet to the South line of said SE 1/4; thence N88°48'44"W 606.54 feet along said South line; thence N00°39'05"W 383.00 feet; thence N88°48'44"W 228.00 feet; thence S00°39'05"E 175.00 feet; thence N88°48'44"W 200.00 feet to the West line of the SE 1/4 of said SE 1/4; thence N00°39'05"W 454.90 feet to the North line of the South 1/2 of the SE 1/4 of said SE 1/4; thence S88°48'51"E 1112.98 feet along said North line; thence S00°47'10"E 210.00 feet; thence S88°48'51"E 210.03 feet to the East line of said SE 1/4; thence S00°47'10"E 452.99 feet along said East line to the Place of Beginning. Contains 15.65 Acres









SCALE: 1" = 200'

Prepared by:
Exxel Engineering, Inc.
5252 Clyde Park Avenue, SW
Grand Rapids, MI 49509

RE: 901 60th Street SW
241428E 08/08/2024 kv

P:\Projects\2024\241428\Drawings\241428.dwg-REZONE-jroo

THESE MINUTES ARE SUBJECT TO FORMAL APPROVAL BY THE WYOMING PLANNING COMMISSION AT ITS REGULAR MEETING OF OCTOBER 15, 2024

PLANNING COMMISSION
MEETING MINUTES OF SEPTEMBER 17, 2024
CITY COUNCIL CHAMBERS
CITY OF WYOMING, MICHIGAN

MEMBERS PRESENT:	Gilreath-Watts, Hall, Lamer, Randall, Smart, Weller, VanDuren, Zapata
MEMBERS ABSENT:	Micele
STAFF PRESENT:	Hofert, Director of Community & Economic Development Smith, Assistant Director of Community and Economic Development Blair, Planner II Hyble, Planner I Zuniga, Recording Secretary

CALL TO ORDER

Vice chair Randall called the meeting to order at 7:00 PM.

A motion was made by Gilreath-Watts, supported by Smart, to excuse Randall and Weller.

APPROVAL OF MINUTES

The minutes of August 20, 2024 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

Randall 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 for a rezoning from R-1 Residential District to I-3 Restricted Industrial District at 901 60th St SW (Section 35) (Kevin Vreugdenhil, First Companies, Valley Property Holdings LLC).

Hofert explained that the site is zoned R-1 Residential District and outlined the various uses of the surrounding land.

Hofert shared that the applicant proposes to rezone this parcel to I-3 Restricted Industrial District. The industrial district to the west is primarily I-3 and the industrial parcels to the north are I-1 Light Industrial District. With adjacent residential parcels, the applicant requests a rezoning to I-3 Restricted Industrial District. The applicant intends to construct up to three industrial buildings between 40,000 and 140,000 square feet depending on market needs.

Hofert explained that the I-3 Industrial District is unique in its requirements, making it compatible to adjacent non-industrial districts. Hofert explained that the required setbacks are the largest of any industrial district, external storage of materials is not allowed, loading docks are prohibited to face the front yard, yard screening is required, and building materials are regulated. Hofert said 60th Ave is a Kent County all-season road that was built to support commercial truck traffic. The road has a capacity of 12,000 vehicles per day and current utilization is 1,700 vehicles per day.

CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:
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 Business Park, which calls for major employment centers and smaller scale industrial areas. In particular, it prioritizes design quality, freight access, traffic impacts, and parking supply as considerations for appropriate developments. The I-3 Restricted Industrial District requires enhanced landscaping, screening, and high-quality construction materials to enhance curb appeal and provide buffers between non-industrial uses.

(B) *Compatibility of the allowed uses with existing and future land uses;*
The I-3 Restricted Industrial District requires elements intended to buffer the impacts of industrial uses on nearby property owners. Much of the surrounding area is already industrial and the I-3 requirements should help to insulate nearby residential property owners from unsightly views.

(C) *Capability of the property to be served by public services*;
The property can be served by public services and utilities.

(D) *Ability of the property to be used as currently zoned*; *and*
The property is currently zoned R-1, but the majority of the parcels are vacant. Given the proximity to the nearby business parks and the future land use designation as business

park, it is unlikely that this property could be successfully developed as single-family residences. The property would be most likely to succeed as either industrial or as multi-family residential. In either scenario, the use would be clustered near the center of the site with buffers to nearby industrial or residential as appropriate.

(E) *Appropriateness of all uses allowed within the proposed district at the property location.* Restricted Industrial permits light industrial uses, and industrial activities and storage occur within an enclosed building. Combined with the screening and building material standards, this makes the proposed uses appropriate for the location.

Hofert shared the following staff comments:

(A) Dimensional Standards
The lot exceeds the minimum lot area of 2.0 acres and the minimum lot width of 200 feet.

(B) *Process*
The Planning Commission is only considering the rezoning of this parcel. If approved, the rezoning will receive two readings at City Council. The applicant could submit a site plan relying on the updated zoning once approved by City Council or contingent on City Council approval.

- September 17 – Planning Commission considers rezoning request.
- October 7 – City Council hears the first reading of the rezoning request.
- November 4 – City Council hears the second reading of the rezoning request

Hofert said that the Development Review Team recommends the Planning Commission grant the I-3 rezoning request at 901 60th Street SW and recommend the same to City Council.

Randall opened the public hearing at 7:09 PM.

Mary VanDyke, 975 60th St SW spoke against the rezoning stating the property was zoned Residential to build houses and wondered why the City would now change their mind and want to rezone to Industrial knowing that there is a need for houses in Wyoming. VanDyke also noted the increased traffic volume on 60th St SW and how there are trucks/semis coming down from all the businesses on the west side. VanDyke referred to the city's sustainability principles and discussed how she believes residential is more appropriate.

Opal Denk, 966 60th St SW, Byron Center, spoke in opposition to the rezoning. Denk asked commissioners to deny the request. Denk stated they (the residents) don't want the additional noise, lights or traffic and stated that the promise of higher quality landscaping is too vague and mentioned the poor promise keeping from Penske. Denke also mentioned that they don't want an entrance/exit of a business on their street. Denke spoke to the owner/developer and asked them to consider a more gentle and friendly use for the land.

Samantha Neuhaus, 945 60th St SW, spoke against the rezoning. Neuhaus read a letter she had sent in to Planning Staff and mentioned concerns for increased traffic and destruction of wildlife natural habitat.

Catherine Lesko, 987 60th St SW, spoke against the rezoning. Lesko's expressed concern about the number of semis driving down 60th St SW and the entrance and exit of an industrial site being in between two homes. Lesko mentioned Penske as a bad example and how the lights from the semis glare into her home.

Tom Dumez, 956 60th St SW, Byron Center, spoke against the rezoning. Dumez's concerns are the increased traffic and requested a traffic study be done again. Dumez also spoke against the 60th St entrance for the industrial site.

Sandy Kas, 876 60th St SW, Byron Center, spoke against the rezoning. Kas has concerns of the trees being destroyed, and also the entrance on 60th St to the site. Kas stated the site should stay single family home since there is a great need for homes in the city.

Kalie Bothma, 906 60th St SW, Byron Center, spoke against the rezoning. Bothma stated the developer should focus on working with UPS to make their entrance/exit onto 58th St SW instead of 60th in between their homes.

Betty Verburg, 1055 60th St SW, spoke against the rezoning. Verburg stated her concerns with the number of semis driving down 60th St SW and the noise that comes with industrial sites.

Dale Kas, 876 60th St SW, Byron Center, spoke against the rezoning because of the number of semis and UPS trucks driving on 60th St SW. Kas stated truck traffic should be sent to Clyde Park Ave SW instead of 60th St SW.

The public hearing was closed at 7:34PM.

Randall asked developer/owner to come to podium.

Kevin Vreugdenhil, 3246 29th St, Grandville with First Companies spoke to commissioners and said the site was studied and they came to the conclusion that small industrial buildings would be the best use of the land.

A motion was made by VanDuren and supported by Smart to approve the rezoning of 901 60th St SW and recommend the same to City Council.

Weller spoke and said he had driven down the street and doesn't think it's fair to the neighbors that have been there for years to rezone the site. There is a shortage of residential and developer could come back with multi-family units which would also not be pleasing to neighbors. Weller

also asked Hofert in regards to adding signage on the road to only allow local truck traffic on 60th Street and stated he would not support the rezoning at this time.

Hofert responded that the City has worked with the County several times before and speed units have been put out in response to complaints about speeding. Hofert said 60th St SW is a county road and the City could reach out and ask about adding signage.

Smart asked developer if they had considered anything else for the site besides Industrial.

Vreugdenhil said, when they considered the best use for this location, the most appropriate was industrial.

Smart asked if they would consider multi-family use for the site.

Vreugdenhil responded that they have other multi family opportunities that have been stopped because of cost and that is not intended for this site.

Hall spoke and said the City's Master Plan already determined that neighborhood would become industrial, but he doesn't think the City and Planning Commission should be determining when that change would happen. Hall stated that the developer should take initiative and talk to the property owners so that way the property owners determine when the site becomes industrial. Hall stated his opposition to this proposal.

Randall spoke to staff and asked for them to describe a little more in detail the Master Plan process and the timeframe.

Hofert explained the Master Plan was approved in 2021 after working on it for more than 18 months. A draft went before Planning Commission and City Council and was reviewed and revised until it was adopted in March of 2021. Hofert said that throughout the process this area was continually marked as future business park looking at the uses of the surrounding land and also the plan that Byron Center had for the south side of 60th St SW.

Randall asked for the timeframe of the Master Plan.

Hofert responded that the Master Plan is reviewed every 5 to 10 years with the vision of a 10 to 30-year development pattern.

Smart spoke to staff and wanted to clarify that there was only one vacant home on the site.

Hofert explained that there are a couple of parcels, with one of them having a vacant home and the other parcels being vacant.

Randall asked staff and developer if any studies had been made of the wildlife in the area.

Hofert responded that there are often times concerns of wildlife when developing and unfortunately, there are limited studies available. Usually if there are wetlands EGLE will get involved, but Hofert was unsure if there are wetlands on this site. Wildlife does exist in our community and just not always in perfect alignment with development patterns.

Randall asked about the speed study that was done along 60th St.

Hofert responded that council had received complaints about the speed and the City had arranged to have a traffic unit registering speeds placed on the street. Staff also pulled traffic data as a part of this rezoning request review to see how many accidents were happening in that area. The data confirmed only two accidents since 2014.

Randall asked about the range of inquiries about the property.

Hofert explained that in the past developers with both industrial and multi-family backgrounds have been interested in the parcel. Multi-family would create more traffic as opposed to industrial. Hofert also mentioned the sewer capacity study that has identified several areas in the city with limited sewer capacity and that includes anywhere in the panhandle area. Any multi-family going in in this area would require additional studies to make sure the system wouldn't be compromised.

VanDuren asked Hofert to explain to audience the difference in traffic patterns with multi-family developments.

Hofert responded that there is a misunderstanding about traffic generation from multi-family and commercial and industrial uses. Commerical developments create the highest traffic volume. Multi-family developments have more in and out traffic at specific times of the day. Industrial users can generate the lowest volumes depending on their use. Hofert reiterated that a traffic study would provide better details.

Randall asked about the ingress and egress along 60th St.

Hofert responded that the ingress and egress plan could be highly scrutinized during site plan review. If Planning Commission requested the ingress and egress be put on Clyde Park or another avenue instead, Staff would work with the developer to make it a priority to review the options. Hofert stated that 60th was designed for commercial truck traffic and is an all-season road for trucks.

Commissioners Gilreath-Watts, Hall, Lamer, Smart and Weller voted no on the motion.

Commissioners Randall, VanDuren and Zapata voted yes on the motion.

Smith asked the commissioners who voted no to give their justifications for the record.

Gilreath-Watts voted no because the increased traffic poses more risk for the families in this neighborhood.

Hall voted no because he doesn't think the City should determine when the area becomes industrial.

Lamer voted no because the free market should be the answer and not the City.

Smart voted no because he agreed with Hall and Lamer.

Weller voted no because of detriment to long-term neighborhood and there is shortage of residential in the City.

AGENDA ITEM NO. 2
Request for a special land use for a Drive Through Restaurant at 1558 28th St SW (Section 14) (Lauren Schneider, Woolpert Inc., Tim Donut US Limited Inc).

Hyble explained that the site is zoned FBC-CE (Form Based Code Corridor Edge Area) and outlined the various uses of the surrounding land.

Hyble explained that the applicant is proposing a Popeye's drive through restaurant located within the existing building at 1558 28th Street SW. While the previous business utilized the property as a drive through restaurant, the building was vacant for over one year, meaning all previous special use approvals expired.

The applicant proposes remodeling the existing building with minor improvements to the parcel. The proposed improvements include renovating the building's façade, replacing the menu boards and directional signs, and updating the dumpster enclosure. The pylon sign will be replaced with a monument sign, to bring the property into conformance with Form Based Code standards. Additional landscaping is also proposed at the site.

Section 90-507(3) establishes general review standards for special approval uses:

(a) The possible substantial and permanent adverse effect on neighboring property.
The proposed use is not likely to adversely affect the neighboring properties, though the parcel size is considerably small. Drive through restaurants are common in commercial districts along major thoroughfares, and there are eleven existing drive through establishments along 28th Street SW within one mile of the proposed use. Due to the size of the parcel, the applicant will be working with Planning Staff to ensure directional signage will guide proper vehicle circulation.

ORDINANCE NO. 4-25

ORDINANCE TO AMEND CHAPTER 70 OF THE CITY CODE BY ADDING ARTICLE V TO REGULATE THE USE OF PUBLIC MULTI-USE TRAILS, BICYCLE LANES, AND SIDEWALKS AND TO REPEAL ARTICLE IV OF CHAPTER 78, ENTITLED "BICYCLES"

THE CITY OF WYOMING ORDAINS:

Section 1. Chapter 70 of the Code of Ordinances, City of Wyoming, Michigan, is amended by adding Article V to read as follows:

Chapter 70 – Streets, Sidewalks and Other Public Places
Article V – Public Multi-Use Trails, Bicycle Lanes, and Sidewalks

Sec. 70-451. Findings and Purpose.

(a) People use and enjoy multi-use trails, bicycle lanes, and sidewalks in various ways. With responsible use, respectful of others and mindful of safety, varied uses can reasonably co-exist.

(b) Newer devices, such as e-bikes, e-scooters, electronic personal assistance mobility devices, electric mobility assistance devices, and electric toy vehicles, enhance accessibility and enjoyment, but also increase risks for riders and other users of bikeways and sidewalks. While careful, responsible use of such devices by experienced users may pose minimal additional risk, not all riders will have the knowledge, experience, or take care needed to avoid risks to themselves, others or property.

(c) Limiting speeds, accommodating oncoming or passing users, use of protective equipment such as helmets, limiting distractions such as use of cellular phones, alerting others of intended passing, use of lights and reflective clothing, avoiding amplified music or other sounds audible to others, promptly attending to animal wastes or other spills, and other practices can reduce risks of injuries and property damage as well as increase others' enjoyment.

(d) Not all bikeway and sidewalks segments are the same. Width, grade, visibility, congestion, proximity to other uses, surface qualities, maintenance standards and requirements, adjacent vegetation, and other features differ among them and can affect users in different ways.

(e) Special events can encourage and enhance community identity, healthy practices, economic development, special educational opportunities, and recreational opportunities. Therefore, the city may desire to occasionally allow and accommodate special events on some bikeway or sidewalk segments by allowing special signage, pavement markings, limited or exclusive use arrangements, and/or special access.

(f) Section 4m of the home rule city act, MCL 117.4m, and chapter 87 of the revised judicature act, MCL 600.8701 to 600.8735, authorize the city to adopt and enforce a recreational trailway ordinance.

Sec. 70-452. Definitions.

(a) *ATV* means a vehicle with 3 or more wheels that is designed for off-road use, has low-pressure tires, has a seat designed to be straddled by the rider, and is powered by a 50cc to 1,000cc gasoline engine or an engine of comparable size using other fuels.

(b) *Bicycle* means a device propelled by human power upon which a person may ride, having either 2 or 3 wheels in a tandem or tricycle arrangement, all of which are over 14 inches in diameter.

(c) *Bicycle lane* means a portion of a roadway which has been designated by striping, signing and/or markings for the preferential or exclusive use of persons riding bicycles or micromobility devices.

(d) *Bikeway* means a bicycle lane, multi-use trail, or other travel way that in some manner is specifically designated for bicycle travel; either for the exclusive use of bicycles or shared with other transportation modes. Bikeways are recreational trailways in state law. Bikeways do not include sidewalks or paths.

(e) *Commercial quadricycle* means a vehicle as defined in the MVC.

(f) *Electric bicycle* or *e-bike* means a device upon which an individual may ride that satisfies all of the following:

(1) The device is equipped with all of the following:
   (A) A seat or saddle for use by the rider.
   (B) Fully operable pedals for human propulsion.

(C) An electric motor of not greater than 750 watts.

(2) The device falls within 1 of the following categories:

(A) *Class 1 electric bicycle* means an electric bicycle that is equipped with an electric motor that provides assistance only when the rider is pedaling and that disengages or ceases to function when the electric bicycle reaches a speed of 20 miles per hour.

(B) *Class 2 electric bicycle* means an electric bicycle that is equipped with a motor that propels the electric bicycle to a speed of no more than 20 miles per hour, whether the rider is pedaling or not, and that disengages or ceases to function when the brakes are applied.

(C) *Class 3 electric bicycle* means an electric bicycle that is equipped with a motor that provides assistance only when the rider is pedaling and that disengages or ceases to function when the electric bicycle reaches a speed of 28 miles per hour.

(g) *Electric personal assistive mobility device* or *EPAMD* means a self-balancing, two non-tandem wheeled device designed to transport one individual by means of an electric propulsion system with an average output of not more than 750 watts (one horsepower), and the maximum speed of which on a paved level surface is less than 15 miles per hour. A Segway is an example such device.

(h) *Electric skateboard* means a wheeled device that has a floorboard designed to be stood upon when riding that is no more than 60 inches long and 18 inches wide, is designed to transport only 1 person at a time, has an electrical propulsion system with power of no more than 2,500 watts, and has a maximum speed on a paved level surface of not more than 25 miles per hour. An electric skateboard may have handlebars and, in addition to having an electrical propulsion system with power of no more than 2,500 watts, may be designed to also be powered by human propulsion. Electric scooters and EPAMDs are examples of electric skateboards.

(i) *Michigan vehicle code* or *MVC* means the Michigan vehicle code, 1949 PA 300, MCL 257.1 e*t seq.*

(j) *Micromobility device* means any device meant to carry one rider or operator that is not required to be licensed or registered by the State. Micromobility devices may be propelled either by the power of the rider or by an electric motor of less than 750 watts (one horsepower), whose maximum speed on a paved level surface, when powered solely by such a motor while ridden, is less than 20 miles per hour. Micromobility devices include, but are not limited to, unicycles, electric unicycles, tricycles, bicycles, class 1 electric bicycles, class 2 electric bicycles, electric skateboards, power-driven mobility devices, EPAMDs, skateboards, stand-up scooters, and rollerblades (in-line skates). Commercial quadricycles, class 3 electric bicycles, golf carts, motorcycles, mopeds, and ATVs are not micromobility devices under this article.

(k) *Multi-Use Trail* is a paved trail, separated from streets or other areas intended for motor vehicles, greater than 6-feet in width, intended and designated for use by micromobility devices and pedestrians and also includes bridges and trail portions surfaced with wood or other planking.

(l) *Path* means an unimproved or somewhat improved (such as with gravel, wood chips, or other minimal surface treatment) intended for pedestrian, or if so designated, for mountain bike use.

(m) *Power-driven mobility device* means a mobility device powered by a battery, fuel, or other engine and used by an individual with a mobility disability for the purpose of locomotion. Examples are power wheelchairs and Amigo scooters. Under the MVC, it is subject to MVC requirements while being operated on a street, road, or highway.

(n) *Sidewalk* means that portion of a street between the curb lines, or the lateral lines of the roadway, and the adjacent property lines intended for use by pedestrians.

(o) *Street* means the entire width between boundary lines of every way publicly maintained when any part thereof is open to the use of the public for vehicular travel.

(p) Terms not defined in this section but defined in the MVC shall have the meanings in the MVC.

Sec. 70-453. Operation and Use Regulations.

(a) *Compliance with Traffic Laws*. Operators of micromobility devices in a bicycle lane shall comply with all applicable traffic laws, including for example and without limitation, using hand signals for right and left turns and stopping, speed limits, obeying traffic signals and signs, and obeying directions and instructions of law enforcement personnel.

(b) *Staying to the Right*. Pedestrians and operators of micromobility devices within bikeways shall remain to the right to provide ample room for others to safely pass and, where applicable, such as on a multi-use trail, allowing on-coming pedestrians and micromobility devices to safely pass without slowing or altering their course.

(c) *Two Abreast.* Pedestrians and operators of micromobility devices on multi-use trails shall travel no more than two abreast and shall travel single file when encountering on-coming pedestrians or micromobility devices or when aware of faster moving pedestrians or micromobility devices approaching from the rear. Micromobility devices operated on sidewalks shall travel in single file.
(d) *Impeding other Users.* Pedestrians and operators of micromobility devices within bikeways or on sidewalks shall not impede other users of the bikeways or sidewalks.
(e) *Numbers of Riders*. Micromobility devices shall not be ridden by more persons than the number for which it was originally designed and manufactured. Passengers are allowed when using seats, trailers, or other carrying devices designed for use in conjunction with a micromobility device.
(f) *Audible Alert*. Operators of micromobility devices on bikeways or sidewalks who approach slower pedestrians or micromobility devices from the rear shall audibly alert those pedestrians or micromobility device operators of the approach with a bell, voiced announcement, or other audible means at a reasonable distance before overtaking the slower pedestrians or micromobility devices to enable the slower pedestrians or micromobility device operators to reasonably accommodate the passing micromobility device. Voiced announcements such as, “on your left,” “to your left,” “passing you left,” or “excuse my passing” work and can provide some direction to those who may be momentarily surprised by the approach from the rear.
(g) *Erratic Operation*. No micromobility device shall be operated in an erratic manner such as swerving to and fro or speeding up and slowing without reason.
(h) *Hands on Controls*. For bicycles and other micromobility devices with handles, the operator shall keep at least 1 hand on the handlebar or other controls at all times.
(i) *Speed*.
(1) No micromobility device operator shall operate at a speed greater than is reasonable and proper under the conditions then existing, or at speed greater than will permit the operator from stopping the micromobility device to a stop within the assured clear distance ahead.
(2) Unless otherwise posted or authorized, no person shall ride upon a sidewalk at a speed greater than 15 miles per hour.
(3) No one shall operate a motorized or motor assisted micromobility device that is capable of traveling at greater than 20 miles per hour on a sidewalk or multi-use trail.
(j) *Brakes*. Every micromobility device shall be equipped with a brake that enables the operator to make the braked wheel skid on dry, level, clean pavement.
(k) *Lights*. A micromobility device operated on a bikeway between one-half hour before sunset and one-half hour after sunrise shall be equipped with a lamp on the front that emits a white light visible from a distance of 500 feet to the front and a red light on the rear visible from 500 feet to the rear.
(l) *Hitching to Vehicles or Micromobility Devices*. No one shall operate a micromobility device attached to a motor vehicle or other micromobility device. No one shall operate a micromobility device with a sled, skateboard, rollerblader, wagon not designed as a trailer, or other wheeled device attached to the micromobility device.
(m) *Parental Responsibility*. When on a bikeway, persons under 10 years old must be accompanied by a parent, guardian, or another responsible person who is at least 16 years old. Parents and guardians are responsible for the conduct of their minor children (those under the age of 18) when the minor children are on a bikeway.
(n) *Animals*. Pet animals are not allowed within bicycle lanes. Service animals are not allowed in bicycle lanes if there is a sidewalk available for use. Dogs or other pet animals shall be on leashes held by responsible persons when on any multi-use trail and shall be kept to the right side to avoid the animal or its leash impeding or endangering others using the multi-use trail.

Sec. 70-454. Use Limitations.

(a) *Private Property*. No one shall operate or ride a micromobility device on private property except with prior permission from the property owner or lawful occupant.
(b) *Public Property*. No one shall operate a micromobility device in a park, on a sidewalk, or on or within any other public place where permanent or temporary signage or pavement markings prohibit such use.
(c) *Special Events*. The city may allow exclusive use, limited use, shared use, restricted use, or other types of temporary use or use restrictions for multi-use trails pursuant to the city special events procedure under Chapter 15 of this City Code.

(d) *Pavement Marking and Signage*. No one shall place any pavement markings on or signage along any bikeway except with the city's prior written permission and in accordance with the directions given in conjunction with the written permission which may include requirements and limits for the times, places, and manner of those pavement markings or signage.
(e) *Travel on Pavement*. Micromobility devices shall be operated only on paved areas of bikeways. Off-pavement travel is prohibited except in areas of city parks designated for mountain biking.
(f) *Stationary to the Side*. Pedestrians or micromobility device riders who are not moving shall move off the traveled areas of bikeways so as not to impede the movement of other pedestrians and micromobility device operators using the bikeways.
(g) *Motor Vehicles Prohibited*. No motor vehicle and no ATV shall be operated on or within any bikeway, except when crossing a bicycle lane to access a turning lane or parking area on the other side of it or when traveling through a bike box after any micromobility devices have vacated it.
(h) *Pedestrian Use Prohibited*. When a sidewalk is available along the street, pedestrians shall not use a bicycle lane.
(i) *Throwing or Dropping Objects*.
(1) Except when removing a branch, stone, soils, or other items from the paved portion of a bikeway so as to make it safer for bikeway users, no one shall throw any object or materials from or throw or place any item or materials on the paved portion of a bikeway.
(2) No one shall throw or drop anything from any bridge that is part of a bikeway.

Sec. 70-455. Exceptions.

The regulations, limitations, restrictions, and prohibitions in this article do not apply to city, other governmental entity or agency, or emergency services personnel, vehicles, equipment, or animals when engaged in official actions or to the personnel, vehicles, or equipment of contractors engaged by city or other governmental entities or agencies to perform work or services on bikeways. The city may, as a part of any written approval of a special event under Chapter 15 of this City Code, approve temporary waivers or other exceptions to clearly specified parts of the regulations, limitations, restrictions, and prohibitions in this article along clearly specified portions of bikeways.

Sec. 70-456. Accident Reports.

A pedestrian or micromobility device rider on a bikeway or sidewalk involved in an accident or incident resulting in serious injury or death to a person or damage to public or private property of $500 or more shall:
(1) If any injuries are severe enough to require emergency treatment, remain at the place of the accident or incident until medical assistance and law enforcement personnel arrive.
(2) If there is damage to public property or to the private property of another of more than $500, within 24 hours of the accident or incident, report it to law enforcement personnel in person at city police headquarters during available hours or report it on-line.

70-457. Violations and penalties.

(a) Except as provided in subsection (b), a violation of this article is a municipal civil infraction the civil fines for which shall be $50.00 for the first offense, $150.00 for a second offense committed within 3 years of the first offense, $500.00 for a third offense committed within 3 years of the first offense.
(b) Each act of violation and every incident upon which any such violation shall occur (even if the incidents occur on the same day) constitutes a separate offense.
(c) In addition to any remedies available at law, the city may bring an action for an injunction or other process against a person to restrain, prevent or abate any violation of this article such as permanently or temporarily prohibiting the offender's use of any bikeway in the city.
(d) In addition to any other penalties provided by this section, the court may:
(1) Order a person who committed a municipal civil infraction or misdemeanor to:
(A) Pay the costs of investigation, prosecution, or other enforcement efforts;
(B) Pay restitution to the owner of any property that was damaged, destroyed, taken, or lost during or as a result of the offense;
(C) Pay restitution to any victim suffering physical injuries, psychological or emotional trauma or other affliction during or as a result of the offense, which may include payment of medical bills, costs for counseling, or other costs incurred by the victim;

(D) Pay additional costs incurred in compelling the appearance of the defendant, which additional costs shall be returned to the general fund of the unit of government incurring the costs; and/or

(E) Permanently or temporarily prohibit the offender's use of some or designated bikeways within the city.

(2) In accordance with MCL 600.8302(4), issue and enforce any judgment, writ, or order necessary to enforce the ordinance, including, without limitation, (i) ordering the responsible or guilty party to comply with the ordinance, (ii) ordering the responsible party to discontinue and/or refrain from acts violating the ordinance, and (iii) ordering the responsible party to using a micromobility device, securing a micromobility device with others, and/or to take reasonable measures preventing future violation of this article.

(3) In accordance with MCL 600.8733, a vehicle used in commission of this article may be impounded by any law enforcement officer.

Section 2. Article IV of Chapter 78 of the Code of Ordinances, City of Wyoming, Michigan, entitled "Bicycles," is repealed.

Section 3. MuniCode shall incorporate this ordinance into the Code of Ordinances, City of Wyoming, Michigan in exactly the format provided without changing any section numbering or other provisions.

Section 4. At each gate or principal entrance to multi-use trails in the city there shall be posted a sign stating:

City of Wyoming's trailway ordinance, available at www.wyomingmi.gov or by using this QR code [Insert Code], governs use of all trails in the city. Violations are municipal civil infractions.

1. Bicycles and micromobility devices are allowed. Class 3 e-bikes, motor vehicles, ATVs, and fast motorized devices are prohibited.
2. Stay to the right except when passing. Audibly alert before passing.
3. Do not impede other users. Animals must be on short leashes. When stationary, move off the paved trail.
4. Parents/guardians are responsible for children. Children under 10 must be accompanied by an adult.
5. Ride at a safe speed. Maximum speed for e-bikes/devices is 20 mph.
6. Obey signage and pavement markings.
7. Do not put/drop any material on the trail.

Section 5. This ordinance shall take effect on _____, 2025.

_____
Kelli A. VandenBerg
Wyoming City Clerk

Ordinance No. 4-25
Introduced: January 6, 2025
Adopted: February 3, 2025

CITY OF WYOMING | CITY ATTORNEY

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STAFF REPORT

Date: December 18, 2024

Subject: Trail use ordinance

From: Scott G. Smith, City Attorney

Meeting Date: January 6, 2025 – First Reading
February 3, 2025 - Adoption

RECOMMENDATION:

It is recommended City Council adopt Ordinance to Amend Chapter 70 of the City Code by Adding Article V to Regulate the Use Of Public Multi-Use Trails, Bicycle Lanes, and Sidewalks and to Repeal Article IV of Chapter 78, Entitled "Bicycles".

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – Community
  - GOAL 2 – Implement placemaking initiatives that enhance Wyoming's vibrancy and quality of life.
    - OBJECTIVE 1 – Complete city center public improvements.
  - GOAL 3 – Enhance community engagement and recreational opportunities for residents.
    - OBJECTIVE 3 – Update non-motorized trail and wayfinding signage.
- PILLAR 2 – Safety
  - GOAL 1 – Implement and adopt more proactive public safety initiatives.

DISCUSSION:

This was previously discussed at the November 2024 City Council Work Session.

Communities with extensive trail systems have learned that, while common sense combined with reasonable regard for the safety of oneself and others should result in reasonable use of trails and pathways, some users seem to require more guidance or rules. In addition, Class 2 and Class 3 e-bikes, some electric scooters and skateboards, and other devices can travel at significant speeds making them less safe and inappropriate for multi-use trails.

Many communities have adopted trail use ordinances. They are expressly allowed in Michigan provided the ordinance is posted at trailheads.

The proposed ordinance limits and regulates trail use. It is intended to provide guidance for trail users, to be used in educational settings, and, if and when needed due to repeated, flagrant, or egregious violations, enforced. Staff does not envision routine enforcement efforts.

BUDGET IMPACT:

Adoption of the ordinance will not have a budgetary effect as trail signage is part of the city center budget.

ORDINANCE NO. 5-25

ORDINANCE TO AMEND CITY CODE SECTIONS 50-128, AND 50-132

THE CITY OF WYOMING ORDAINS:

Section 1. Sections 50-128 and 50-132 of the Code of Ordinances, City of Wyoming, Michigan are amended to read as follows:

Sec. 50-128. Numbers of pets.

(a) No person shall keep or allow more than three pet animals on any premises, except that the owner of a female animal which has given birth may keep the mother and the young for a period of not to exceed three months from the date of the birth or hatching.

(b) This does not apply to fish kept in aquariums indoors.

(c) The restrictions in this section shall not apply to a: (i) licensed veterinarian practicing in the city as the veterinarian's facility, (ii) to a city-licensed kennel or pet day-care facility legally operating in the city, (iii) to a properly licensed/certified governmental or non-profit animal shelter legally operating in the city, (iv) to city police or other law enforcement canines, or (v) those held for sale at a properly licensed/certified pet sales establishment legally operating in the city.

(d) A person violating this section is responsible for a municipal civil infraction punishable by a fine of $100.00 for a first offense, $250.00 for a second offense, and $500.00 for any subsequent offense.

Sec. 50-132. Animals other than pet animals.

(a) Except as otherwise provided in this chapter, no person shall possess, keep, harbor, or allow to be kept on any premises in the city any animal except a pet animal or a service animal.

(b) The restrictions in this section do not apply to animals brought onto a premise in the city as part of an educational program or other special event (such as a carnival, temporary petting zoo, carriage rides associated with an event, or other event) sponsored by the city or by another person with the city's consent.

(c) A person violating this section is responsible for a municipal civil infraction punishable by a fine of $100.00 for a first offense, $250.00 for a second offense, and $500.00 for any subsequent offense.

Section 2. That this ordinance shall take effect on _____, 2025.

Section 3. MuniCode shall incorporate this ordinance into the Code of Ordinances, City of Wyoming, Michigan in exactly the format provided without changing any section numbering or other provisions.

Kelli A. VandenBerg
Wyoming City Clerk

Ordinance No. 5-25
Introduced: January 6, 2025
Adopted: February 3, 2025
Effective: _____, 2025

CITY OF WYOMING | CITY ATTORNEY

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STAFF REPORT

Date:	January 6, 2025
Subject:	Ordinance Amendment to Chapter 50
From:	Scott Smith, City Attorney
	Heather Chapman, Deputy City Attorney
Meeting Date:	January 6, 2025 – First Reading
	February 3, 2025 – Adoption

RECOMMENDATION:

It is recommended City Council adopt an Ordinances to amend City Code sections 50-128 and 50-132.

ALIGNMENT WITH STRATEGIC PLAN:

- PILLAR 1 – Community – A diverse, strong community where all have the opportunity to thrive.
    - GOAL 1 – Strengthen community relations and Wyoming's sense of identity.
- PILLAR 2 – Safety – Creating a community where people can live, work and play without fear or risk of harm.
    - GOAL 1 – Implement and adopt more proactive public safety initiatives.

DISCUSSION:

The proposed changes update definitions and other terminology and make the provisions consistent with recent court decisions.

BUDGET IMPACT

These ordinance amendments will have no budgetary impact.